



City of Las Vegas

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

Mayor Vincent Howell

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
March 18, 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. **NOMINATION OF MAYOR PRO TEM**
- VI. **APPROVAL OF AGENDA**
- VII. **APPROVAL OF MINUTES (February 12th Work Session and February 19th, 2020 Regular)**
- VIII. **MAYOR'S APPOINTMENTS/REPORTS**
- IX. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
 - **Recognitions by Mayor Vincent Howell**
- X. **PUBLIC INPUT**
(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)
- XI. **PRESENTATIONS (Not to exceed 10 minutes per person)**
 - **Presentation by Chief of Police David T. Bibb III recognizing Commander Eric N. Padilla as a graduate of the FBI National Academy.**

- Presentation by Dr. Frank Sanchez, Legislative Lobbyist.
- Presentation by Marshall Poole on Animal Abuse Round Table.

XII. CITY MANAGER'S REPORT

XIII. FINANCE REPORT

XIV. BUSINESS ITEMS

1. Approval of Resolution #20-13 Run-Off Election for the City of Las Vegas.

Casandra Fresquez, City Clerk In accordance with the City of Las Vegas Municipal Charter, a candidate must receive fifty percent (50%) plus one (1) of the votes cast for the particular office or a run-off election shall be held between the two candidates receiving the highest number of votes which shall be held within forty five (45) days after certification of the result of the election. This resolution will allow the City Clerk's Office to proceed with preparation for the Run-Off Election.

2. Approval of Resolution #20-10 an increase/decrease to the FY2020 Budgeted revenues and expenditures for various funds.

Dominic Chavez, Deputy Finance Director The City of Las Vegas is requesting increase/decrease to the FY2020 Budgeted revenues and expenditures for various funds.

3. Approval/Disapproval to adopt Resolution 20-12 authorizing submission of the area plan to Non-Metro Area Agency on Aging for the City of Las Vegas Senior Center Program.

Wanda Gonzales, Senior Citizen Center Manager The North Central New Mexico Economic Development District, (NCNMEDD), Non-Metro Area Agency on Aging (Non-Metro AAA) is accepting proposals for the provision of services to the elderly, to include, but not limited to congregate meals, home delivery meals, transportation/assisted transportation, homemaker/chore services, case management services, etc. NCNMEDD Non-Metro AAA will make funding available from the Older Americans Act (OAA) of 1965 and the State Appropriations through annual contract agreements.

4. Approval/Disapproval to award bid #2020-06 to Rocky Road Gravel for

the reconstruction of Mountain View, Keen St., West National Ave. for the construction, reconstruction, pavement rehabilitation, drainage improvements and miscellaneous construction.

Danny Gurule, Interim Public Works Director Mountain View, Keen Street and West National Avenue road ways are in dire need of rehabilitation to improve driving conditions and safety for the City of Las Vegas traveling public.

5. Approval/Disapproval to enter into a contract with Sites Southwest utilizing the Cooperative Educational Services (CES).

Robert Archuleta, Grants Writer/Administrator The City of Las Vegas received a Capital Outlay appropriation in May of 2019. The City of Las Vegas would like to enter into a CES agreement with Sites Southwest to begin the Plan and Design of the El Creston Public Park utilizing the CES process that is 100% compliant with the NM Procurement Code.

6. Approval/Disapproval to enter into a contract with Groundwork Studio utilizing the Cooperative Educational Services (CES).

Robert Archuleta, Grants Writer/Administrator The City of Las Vegas received a Capital Outlay appropriation in May of 2019. The City/County provided matching funds toward the project. The City of Las Vegas would like to enter into an agreement with Groundwork Studio to begin the Plan and Design of the Riverwalk from Mills to Prince Drive utilizing the CES process that is 100% compliant with the NM Procurement Code.

7. Approval/Disapproval to increase the visitor guide allotment from \$19,600.00 to \$26,000.00

Chuck Griego, Film and Events Coordinator Las Vegas First Independent Business Alliance has produced an annual visitor guide for 12 years. It gives City and County opportunity to advertise their events, attractions and activities. It gives Las Vegas business opportunity to advertise their goods and services. LVFIBA has established relationships with 70 tourist pick-up locations across the State and 80 tourist pick-up locations in Las Vegas. Guides advertise the community of Las Vegas and its businesses for 12 months. The Lodgers tax board amended their item to approve an increase in the amount of \$26,000.00 from the original \$19,600.00.

8. Approval/Disapproval of a minimum of \$2,500.00 or maximum of \$5,000.00 cap of funds for Lodgers Tax funding allotment.

Chuck Griego, Film and Events Coordinator Lodgers tax board would like to establish a minimum and maximum allowable funding per event.

XV. COUNCILORS' REPORTS

XVI. 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.**

XVII. 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

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION MEETING
HELD ON WEDNESDAY, FEBRUARY 12, 2020 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS**

MAYOR: Vincent Howell

COUNCILORS: David G. Romero
Barbara A. Casey
David A. Ulibarri, Jr.

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Casandra Fresquez, City Clerk
Esther Garduno Montoya, City Attorney
David T. Bibb III, Chief of Police

CALL TO ORDER

Mayor Howell thanked everyone in the audience for attending the council meetings and advised it is important to listen to their voice as their voice matters and not to be intimidated to speak with them.

Mayor Howell called the meeting to order at 5:30 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Romero asked for a moment of silence for all those who have passed away in our community and for all those who are homeless and guidance for the Governing Body to continue to do the right thing for the community.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as presented. Councilor Romero seconded the motion. Mayor Howell asked for a roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara Casey	Yes
David G. Romero	Yes		

City Clerk Casandra Fresquez re-read the motion and advised that the motion carried.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes for the January 8th Work Session and January 15, 2020 Regular as amended. Councilor Ulibarri, Jr., seconded the motion. Mayor Howell advised making an amendment to the minutes on January 8th, he stated that in the minutes, he received the letter of resignation from the previous Mayor and would like it changed to state, “I received the letter from the City Manager”. Mayor Howell asked for a roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara Casey	Yes
David A. Ulibarri, Jr.	Yes		

City Clerk Casandra Fresquez re-read the motion and advised that the motion carried.

PUBLIC INPUT

Meredith Britt spoke about loose dogs that have been roaming around for several months. Ms. Britt advised there was a pack of loose dogs in her neighborhood that run after people, herself and her dog. Ms. Britt advised she and others have contacted the Police, she has also contacted her City Councilor and wrote a letter to the Optic. Ms. Britt advised the problem has not been solved and doesn't know what else she could do but something needs to be done.

Mayor Howell asked where the pack of loose dogs were.

Ms. Britt advised they were by the riverwalk and the Utilities Department.

Mayor Howell advised the Council would address the problem.

Joan Krohn spoke about going through physical therapy from having an encounter with a loose dog while riding her bicycle. Ms. Krohn advised she was thrown off the bicycle while trying to avoid the dog. Ms. Krohn stated she saw five dogs near New Mexico Avenue and that kids cannot walk to school with so many dogs roaming around. Ms. Krohn requested that something be done to prevent others from being injured.

Mayor Howell advised that all comments be directed towards the Governing Body.

Wid Slick spoke about the current governing body doing great things for Las Vegas Lodgers Tax over the last four years. Mr. Slick advised they passed the one percent lodgers tax increase which means there is one hundred thousand dollars a year to beautify the community such as the Gallinas River Park and the E. Romero Fire Museum. Mr. Slick stated the Governing Body has shown respect to the Lodger Tax Advisory Board, never challenging or overturning any recommendations. Mr. Slick further stated their support allowed Lodger Tax promotions to grow the Las Vegas Tourism economy, now generating over 15 million dollars per year, which is over 10 percent of the City's total economy. Mr. Slick advised tourism may be the fastest growing sector of the City's economy, which grew 27 percent in the first half of the fiscal year. Mr. Slick stated he appreciated the appointment of three highly qualified community volunteers to the Lodger Tax Advisory Board.

DISCUSSION ITEMS

1. Resolution #20-04 transferring two vehicles to Santa Fe Community College.

Police Chief David T. Bibb advised the Police Department is seeking approval to transfer (2) seventeen year old unmarked vehicles to the auto shop program at the Santa Fe Community College. Police Chief Bibb advised the vehicles are not operational, are at a zero value and have no value to the department.

Councilor Romero asked how the decision to give the vehicles to Santa Fe Community College was made.

Mayor Howell advised the Council would address the problem.

Joan Krohn spoke about going through physical therapy from having an encounter with a loose dog while riding her bicycle. Ms. Krohn advised she was thrown off the bicycle while trying to avoid the dog. Ms. Krohn stated she saw five dogs near New Mexico Avenue and that kids cannot walk to school with so many dogs roaming around. Ms. Krohn requested that something be done to prevent others from being injured.

Mayor Howell advised that all comments be directed towards the Governing Body.

Wid Slick spoke about the current governing body doing great things for Las Vegas Lodgers Tax over the last four years. Mr. Slick advised they passed the one percent lodgers tax increase which means there is one hundred ^{thousand} dollars a year to beautify the community such as the Gallinas River Park and the E. Romero Fire Museum. Mr. Slick stated the Governing Body has shown respect to the Lodger Tax Advisory Board, never challenging or overturning any recommendations. Mr. Slick further stated their support allowed Lodger Tax promotions to grow the Las Vegas Tourism economy, now generating over 15 million dollars per year, which is over 10 percent of the City's total economy. Mr. Slick advised tourism may be the fastest growing sector of the City's economy, which grew 27 percent in the first half of the fiscal year. Mr. Slick stated he appreciated the appointment of three highly qualified community volunteers to the Lodger Tax Advisory Board.

DISCUSSION ITEMS

1. Resolution #20-04 transferring two vehicles to Santa Fe Community College.

Police Chief David T. Bibb advised the Police Department is seeking approval to transfer (2) seventeen year old unmarked vehicles to the auto shop program at the Santa Fe Community College. Police Chief Bibb advised the vehicles are not operational, are at a zero value and have no value to the department.

Councilor Romero asked how the decision to give the vehicles to Santa Fe Community College was made.

Police Chief Bibb advised they sought them out, and advised last year they gave (2) transfers, first to Highlands then to Luna Community College and wanted to spread it around.

Police Chief Bibb advised when they sought out Santa Fe Community College they were enthusiastic to receive them.

Interim City Manager Ann Marie Gallegos advised her understanding was they take the vehicles and upgrade them to vehicles that can be used and worked on in the classroom.

Mayor Howell asked if the vehicles would be transferred as is.

Police Chief Bibb advised yes, and that all the police equipment had been removed from those vehicles and Santa Fe College understands they are getting them as is.

Mayor Howell stated they won't be driving them, only working on them in the classroom.

Police Chief Bibb advised presently they are not drivable, and are destined for the auto shop class.

Mayor Howell asked about any kind of liability when they transfer the vehicles.

Police Chief Bibb advised they won't be driven, they would be trailered and once they take possession of the vehicles its theirs.

The governing body agreed to place the item as a consent agenda item.

2. Resolution No. 20-03 assuring the availability of matching funds for the participation in the New Mexico Department of Transportation Municipal Cooperative Agreement (COOP), in the amount of \$75,000.00 which is 25% of total estimated project cost of \$300,000.00 for this phase of the project.

Interim Public Works Director Danny Gurule advised the project is for Keen Street and West National. Interim Public Works Director Gurule stated he was seeking

approval for the availability of matching funds for the COOP for the Keen and West national project.

Councilor Romero asked about the drainage on Keen Street within his ward.

Interim Public Works Director Gurule advised the drainage for the project would be on the Northside and is looking into a cost estimate which would need a full reconstruction as far as drainage.

Councilor Casey asked if the match amount was available and from what fund.

Interim City Manager Gallegos advised it would be from the 214 street coop fund and would be available July 1st.

Mayor Howell advised that Interim Public Works Director Gurule and himself went to the Legislature and spoke with Senator Campos and Representative Salazar and they appreciated Interim Public Works Director Gurule's comments regarding their needs.

Mayor Howell thanked Interim Public Works Director Gurule.

The governing body agreed to place the item as a consent agenda item.

3. Request to purchase one front load commercial collection truck for the Solid Waste division.

Utilities Director Maria Gilvarry and Solid Waste Manager Lucas Marquez advised they were requesting to replace a new front load commercial collections truck. Utilities Director Gilvarry advised both commercial and residential trucks needing to go to shops for repairs, and normally have a three to five year life but the current truck is between nine and eleven years old. Utilities Director Gilvarry advised Council approved a budget adjustment request to fund both trucks but she's not sure when they will receive the trucks.

Councilor Casey asked how many front loader trucks the Solid Waste Department would have once they purchased the new truck.

Solid Waste Manager Marquez advised one truck has passed its life expectancy and is costing the City a lot to repair so would be put aside but there would be two usable vehicles for each route.

Councilor Casey asked if the front loaders pick up the big trash bins.

Solid Waste Manager Marquez advised yes.

Discussion took place regarding the warranties on the vehicle and preventive maintenance.

Councilor Ulibarri asked how many commercial drivers they had.

Solid Waste Manager Marquez advised there is one commercial driver and one residential driver.

Utilities Director Gilvarry advised they have a total of three vacancies.

Councilor Ulibarri asked how many customers there were.

Solid Waste Manager Marquez advised between three and four hundred customers.

Councilor Ulibarri advised it would be good to do maintenance on what they can at their facility to save money.

Mayor Howell asked about the maintenance program and if there would be certified maintenance employees that could work on the equipment.

Solid Waste Manager Marquez advised they would get the proper training for the individuals that would work on equipment and they have also had free training through MCT.

Discussion took place regarding the type of license the drivers should have and the proper rate of pay for drivers in the Solid Waste department.

The governing body agreed to place the item as a consent agenda item.

4. Request to purchase one side load residential collection truck for the Solid Waste division.

Utilities Director Maria Gilvarry advised they are requesting to purchase a residential truck due to aging trucks but also when that older truck is being repaired the driver could use the newer truck to continue routes. Utilities Director Gilvarry advised the cost would be more for the residential truck than the commercial truck and has been budgeted.

Councilor Casey asked how many trucks they would have that are usable.

Solid Waste Manager Marquez advised two commercial trucks and two operable residential and one back up.

Discussion and questions took place regarding the warranties on the truck, if a residential truck that was needing repairs got fixed and if they were replacing dumpsters.

Mayor Howell asked if the residential truck was capable of lifting recycle bins from the curbside.

Solid Waste Manager Marquez advised yes.

The governing body agreed to place the item as a consent agenda item.

5. Request to purchase one multi terrain loader (skid steer) for the Water Distribution division.

Utilities Director Maria Gilvarry advised the distribution division is in need of replacing their existing skid steer due to the age of the equipment. Utilities Director Gilvarry advised the older skid steer would be transferred to Waste Water. Utilities Director Gilvarry advised they would be getting additional equipment for the skid steer.

Councilor Ulibarri advised it was a good thing to get the attachments for the skid steer because they can be used for a lot of different jobs.

Discussion took place regarding the warranty and if it was budgeted.

The governing body agreed to place the item as a consent agenda item.

6. Request to Repeal City of Las Vegas Governing Body Rules of Procedure, Resolution 02-17 adopted 7/17/2002 and amended 7/20/2005, in its entirety.

Councilor Barbara Casey advised the resolution created so much conflict within the Council because it did not align with the City Charter or with City ordinances. Councilor Casey advised the administration would use the resolution but when it conflicted with the City Charter or City ordinances they couldn't resolve those issues. Councilor Casey advised the State Auditor had requested that the resolution be repealed because it was poorly written and was a conflict with other documents that superseded the resolution. Councilor Casey advised they need to repeal the entire resolution.

Councilor Casey advised the former Mayor used the resolution to hire her own lawyer and pay with City money. Councilor Casey advised by repealing the resolution Councilor Romero and herself would be able to file a motion with the court to request that the declaratory judgement be dismissed that way they could end the contract with the attorney who is still representing the former Mayor.

Councilor Casey requested when they meet next week that they repeal the resolution and solve all the conflicts and solve the question as to what they should be following in terms of ordinances and City Charter.

Councilor Casey advised there are other things in place that give them rules to follow such as state statutes and the Municipal Code which are the City's ordinances.

Councilor Casey advised the resolution was not necessary.

Councilor Casey advised discussion item 6 could not go under consent items and would have to be voted on separately.

Mayor Howell advised it would help re-initiate the Charter Review Committee, so they could really take a look at the Charter that hasn't been changed in ten years.

Mayor Howell advised it would help re-initiate the Charter Review Committee, so they could really take a look at the Charter that hasn't been changed in ten years.

Mayor Howell advised he asked the Councilors to give him at least two names to initiate the Charter Review Committee.

Interim City Manager Gallegos asked when the two names from each Councilor would be brought back.

Mayor Howell advised as soon as he received the names they would make a decision.

EXECUTIVE SESSION

Councilor Romero made a motion to convene into executive session for the purpose of discussing personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Casey seconded the motion. Mayor Howell asked for a roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara Casey	Yes
David A. Ulibarri, Jr.	Yes		

City Clerk Casandra Fresquez re-read the motion and advised that the motion carried.

Councilor Romero made a motion to reconvene into regular session after being in Executive session to discuss personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978, and advised only those matters were discussed and no action was taken. Councilor Casey seconded the motion. Mayor Howell asked for a roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	David G. Romero	Yes
Barbara Casey	Yes		

City Clerk Casandra Fresquez re-read the motion and advised that the motion carried.

ADJOURN

Councilor Ulibarri, Jr., made a motion to adjourn. Councilor Casey seconded the motion. Mayor Howell asked for a roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara Casey	Yes
David A. Ulibarri, Jr.	Yes		

City Clerk Casandra Fresquez Sena re-read the motion and advised that the motion carried.

Mayor Howell asked about Las Vegas Day scheduled for February 17th and what time it was at.

Interim City Manager Gallegos advised Mayor Howell about the scheduled times for Las Vegas Day.

Vincent Howell, Mayor

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD ON WEDNESDAY, FEBRUARY 19, 2020 AT 6:00 P.M. IN THE CITY OF LAS VEGAS COUNCIL CHAMBERS

MAYOR: Vincent Howell

COUNCILORS: Barbara A. Casey
David G. Romero
Michael L. Montoya
David A. Ulibarri Jr.

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Casandra Fresquez, City Clerk
Esther Garduno Montoya, City Attorney
David T. Bibb III, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Romero asked to remember those we had recently lost in the past month and asked God to guide them in decisions made for the best interest of the community.

APPROVAL OF AGENDA

Interim City Manager Ann Marie Gallegos advised that on Business Item #2, regarding Resolution 20-06 and that it was not on the agenda request although it was included in their packets.

Councilor Casey made a motion to approve the agenda. Councilor Ulibarri, Jr. seconded the motion. Mayor Howell asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr. Yes David G. Romero Yes

Barbara A. Casey Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes for February 5, 2020 with minor corrections. Councilor Romero seconded the motion. Mayor Howell asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara A. Casey	Yes
David A. Ulibarri, Jr.	Yes		

City Clerk Fresquez re-read the motion and advised that the motion carried.

MAYOR'S APPOINTMENTS/REPORTS

Approval to appoint Mr. Michael Montoya, Councilor, Ward II as per City of Las Vegas Municipal Charter.

Mayor Howell advised he had known Mr. Michael Montoya for many years, that he had been a very active member of the community and that it was his pleasure to appoint Michael Montoya to Ward II seat as Councilor.

Councilor Romero made a motion to approve the appointment of Michael L. Montoya to Councilor, Ward II. Councilor Casey seconded the motion. Mayor Howell asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	David G. Romero	Yes
Barbara A. Casey	Yes		

City Clerk Fresquez re-read the motion and advised that the motion carried.

Michael L. Montoya was sworn in as Councilor, Ward II of the City of Las Vegas, San Miguel County of the State of New Mexico.

Councilor Montoya thanked the governing body for the appointment to Ward II seat until the election and for their hard work in bringing the City where it was, for the support they gave the City of Las Vegas and the community at the current

Legislature, commended City staff for standing ground and doing their jobs during this tribulation. Councilor Montoya also thanked the citizens of Las Vegas for holding on and having faith in this governing body and prayed that he could do a great job for the citizens and thanked his family for their support.

PUBLIC INPUT

Marshall Poole gave an AWC report for the month of January 2020 and spoke in detail about issues regarding the issues of animal control in the City and the difference between Animal Control and the Animal Welfare Coalition services.

Lalo Sanchez spoke about issues in regard to not being able to contact Chief of Police Bibb, issues of unnumbered police cars and about City employees being overloaded with doing their jobs and jobs that have not been filled. Mr. Sanchez suggested changing Public Input time from 3 to 5 minutes and mentioned he was still having problems with the Utilities Department billing, regarding a water leak. He stated that he hoped that the City would progress with this new administration.

PRESENTATIONS

New Mexico Highlands University Faculty Member, Dr. Eric Romero gave a detailed presentation regarding the visitation from Dolores Huerta. He informed she was scheduled to be the commencement exercise speaker for the May 9th, Highlands University Graduation and would also be awarded an Honorary Doctorate from Highlands University for her work and spoke of her many years of different forms of humanitarian advocacy, community activism and political reform, she was duly recognized as the co-founder, along with Cesar Chavez of the United Farmworkers in 1962. He requested from the Governing Body to consider a recognition to take place the second week in May honoring Mrs. Huerta, showing their appreciation for her service to this community, the state and the country.

Councilor Casey stated that she could not think of any woman in New Mexico that deserved more recognition and honor than Dolores Huerta and thought it would be a wonderful tribute if the City would give her the recognition and honor she deserved.

Councilor Montoya stated this was a very important presentation, that Mrs. Huerta had moved many people out of poverty and she had presented around the

country. He recommended inviting Mrs. Huerta to the Regular City Council meeting in May (if in conjunction with her being in town), presenting her with a resolution and the key to the City.

Mayor Howell gave Interim City Manager Gallegos the directive to follow through with the preparation of the recognition for Mrs. Huerta. He asked for clarification of the dates she would be available.

Discussion took place regarding the specific dates of her participation and the celebration of her 80th Birthday and how Las Vegas was one of her favorite communities.

A Las Vegas Community member gave a brief presentation regarding a proposal to make a Commemorative Bench to honor the life of William "Skip" Smith, who was a community icon, who made Las Vegas his home and inspired and motivated kindness, compassion and empathy in our community.

Mayor Howell thought it was a great gesture and agreed to give Interim City Manager Gallegos the directive to move forward for Design Review Board for the commemorative bench at the next scheduled meeting to review and approve of the design and move with the installation.

Councilor Montoya took the opportunity to remind of the recent passing of former Chief of Police, Albert Mares who served the community and expressed condolences to his family.

Utilities Director Maria Gilvarry gave a presentation regarding the award received by the City of Las Vegas Water Treatment Plant from the New Mexico Water and WasteWater Association for the most improved facility in 2019. She presented Jesus Hathaway with the award on behalf of the Water Treatment staff and added that he and the staff were an asset to the City and thanked them for their tremendous job done.

Grant Writer/Administrator Robert Archuleta along with Architectural Research Consultants Representative, Liza Miller presented a detailed update on the progress of the Comprehensive Master Plan. Mr. Archuleta recognized the Steering Staff working on the plan, thanked them and City Staff for their contributions.

Discussion and questions took place regarding the participation/public input at the time of 2011 when the plan had last been adopted and of WLV school faculty/students participation in the project.

Councilor Casey thanked everyone involved in working so diligently on the Comprehensive Master Plan, she commended the effort to reach many people in the community and stated that the public was thankful for receiving surveys in their utility bills which made it easier for them.

Councilor Montoya thanked the committee for their work on the Comprehensive Master plan, that it had to be approved by DFA and by New Mexico Economic Development and that it began with the community input, bringing it to Council. He stated that was how funding was obtained.

Councilor Ulibarri, Jr. thanked everyone involved in the Comprehensive plan, that it looked very promising for the citizens of Las Vegas.

Mayor Howelll stated he had the opportunity to meet with the committee to give his input, he was glad to see this moving forward and thanked everyone for their hard work to see this through. He asked what the top three issues were brought up by the community.

Discussion took place of the current concerns brought up by the community which included streets, parks and economic development and survey participation.

CITY MANAGER'S REPORT

Interim City Manager Gallegos gave an update on current projects taking place which included:

- Las Vegas Day Festivities
- Lodgers Tax Advisory - Tour Guide
- Easter Egg Hunt- 4.11.20 @ Lincoln Park
- P & Z Meeting-2.24.2020 (Discussion - Clearing of RHS area between 4th Street/Maintenance Dept.)

FINANCE REPORT

Deputy Finance Director Dominic Chavez presented the Finance Report for the month ending January 31, 2020 (58% of Year Lapsed-7 of 12 months), reporting

the General Fund revenue at 64% (\$7,311,721) and expenditures as 50% (\$6,446,387). He reported the Enterprise Funds revenue at 52% (\$8,779,625) and expenditures came in at 45% (\$9,304,397) and informed that the revenue for the Recreation Department was at 53% (\$333,783) with expenditures at 52% (\$373,585).

Deputy Finance Director Chavez also presented the Lodgers Tax Promotion-Revenue Comparison for January 31, 2020, reporting revenue at 76% (\$284,922) and expenditures coming in at 41% (228,632).

Mayor Howell commended Mr. Chavez' presentation at the Lodger Tax Meeting.

Brief discussion and questions took place regarding the Check Listing and the line item for the Housing Department.

Councilor Romero stated that there was a statement made at a forum by a candidate regarding \$125,00.00 being raised by the Library and asked where it went.

Library Manager Zach McNellis stated that to his knowledge, there was no money raised for the Library in any amount, the only things raised were for Story Time held back in August, which were not monetary donations, only being beverages and time donated.

Discussion and questions took place regarding the savings amount in each department due to unfilled vacancies.

CONSENT AGENDA

City Clerk Fresquez read the Consent Agenda into the record as follows:

1. Approval of Resolution #20-04 donating two (2) 2003 Chevrolet Impala belonging to the City Las Vegas to Santa Fe Community College and directing the City of Las Vegas Police Department to transfer said property to Santa Fe Community College.

Resolution 20-04 was presented as follows:

CITY OF LAS VEGAS

RESOLUTION NO. 20-03

A Resolution assuring available matching funds Supporting the New Mexico Department of Transportation Municipal Cooperative Agreement (COOP) for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements and Miscellaneous Construction for West National Avenue from Keen Street to South Pacific Avenue for this phase of this project.

Whereas, the City of Las Vegas Governing Body has declared improvements are needed to West National Avenue a necessity for the good and well being of citizens of Las Vegas, New Mexico, and to support this Cooperative Agreement for funding to accomplish the work; and

Whereas, the City of Las Vegas will work in accordance with the funding requirements of the Municipal Cooperative Agreement program, and will budget \$75,000.00 which is 25% of total cost of project of \$300,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the local governing body of the City of Las Vegas that the Cooperative Agreement for the above funding be submitted to the New Mexico Department of Transportation.

PASS, APPROVED, AND ADOPTED this _____ day of February, 2020

CITY OF LAS VEGAS

Vincent Howell
MAYOR

ATTEST:

Casandra Fresquez, CITY CLERK

3. Approval to purchase one front load commercial collection truck for the Solid Waste division.
4. Approval to purchase one side load residential collection truck for the Solid Waste division.
5. Approval to purchase one multi terrain loader (skid steer) for the Water Distribution division.

Councilor Casey made a motion to approve the Consent Agenda as read into the record. Councilor Romero and Councilor Ulibarri, Jr. seconded the motion. Mayor Howell asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Michael L. Montoya	Yes
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

BUSINESS ITEMS

1. Approval/Disapproval to repeal City of Las Vegas Governing Body Rules of Procedure, Resolution 02-17 Adopted 7/17/2002 and amended 7/20/2005, in its entirety.

Councilor Barbara Casey advised that the City of Las Vegas Governing Body Rules of Procedure contains language that is in conflict with the Municipal Charter which was adopted after the Governing Body Rules of Procedure. Further, the Governing Rules of Procedure contains superfluous language that is already included in the City Charter and the Municipal Code, Section 14-7, as well as Robert’s Rules of Order.

Councilor Casey made a motion of approval to repeal the City of Las Vegas Governing Body Rules of Procedure and the approval of Resolution 02-17. Councilor Romero seconded the motion.

Resolution 20-11 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION NO. 20-11**

A resolution supporting the repeal of Resolution 02-17, City of Las Vegas Governing Body Rules of Procedure.

WHEREAS, Resolution 02-17 was adopted in 2002 and amended in 2005, 8 years and 5 years, respectively, before the adoption of the Municipal Charter for the City of Las Vegas in 2010; and,

WHEREAS, Resolution 02-17 does not align with and conflicts with the provisions of the Municipal Charter; and,

WHEREAS, Resolution 02-17 contains language that already exists in the Municipal Code, Article 14-7, Procedures for Regular and Special Meetings, Sections A-H; and,

WHEREAS, the superfluous and unnecessary language in Resolution 02-17 has created constant, unnecessary discord among the members of the Governing Body; and,

WHEREAS, the Auditor of the State of New Mexico, has questioned the existence of Resolution 02-17 and has requested that the Governing Body of the City of Las Vegas take action to rectify the issues caused by Resolution 02-17.

NOW, THEREFORE, it is hereby resolved by the Governing Body of the City of Las Vegas that Resolution 02-17, known as the Governing Body Rules of Procedure, is repealed in its entirety.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF FEBRUARY, 2020.

City of Las Vegas

MAYOR

ATTEST:

Casandra Fresquez, City Clerk

Councilor Montoya asked City Attorney Garduno Montoya if she had reviewed the Resolution.

City Attorney Garduno Montoya advised that she had reviewed the Resolution.

Councilor Montoya asked for clarification on the Resolution 02-17 regarding paragraph 2, *“Adopted in 2002 and amended in 2008 8 years and 5 years”*. He added that he did not see the amendments for 2005 included in the document.

Councilor Casey explained that it was adopted in 2002 which was eight years before the Municipal Charter was adopted in 2010 and then it was amended in 2005 which was 5 years before the Municipal Charter was put into place in 2010.

Councilor Montoya spoke in detail regarding several sections of Resolution 02-17 that conflicted with the Municipal Charter. He advised that he could agree in amending the Governing Body Rules of Procedure but not repealing the whole document. He stated the processes in the Governing Body Rules & Procedures went hand in hand with the City Charter.

Councilor Romero stated that he agreed with Councilor Montoya regarding some items in the Resolution that were not relevant or contradicted the Charter. He added that the new administration could develop new Governing Rules of

Procedure although at this time the intent was to do away with the current one in the case of the new Mayor wanting to use it, allowing the opportunity to deny placing items on the agenda. He advised that their intent had been to have the Governing Body Rules of Procedure and the City Charter to align and felt they had given good direction to this and previous Legal Office, although it was never done.

Councilor Montoya stated that he felt that it did not make any sense to repeal now due to the new administration starting in a month.

Councilor Casey advised that the reasoning of repealing was due to the previous Mayor ignoring and refusing to follow the Charter and some portions of ordinances and only using parts of the Governing Body Rules of Procedure to suit her purposes. She stated that in four years placing agenda items by Council were never honored and that was an abuse of power.

Councilor Casey stated there were other state laws that were stronger than the Charter which included the Municipal Code that ruled over the Charter and mentioned that part of the charges the previous Mayor was being indicted was for abuse of power and abuse of the Governmental Conduct Act. She advised that the recommendation letter from the State Auditor was to eliminate the document in its entirety because it conflicted with state law, governmental rules of conduct and created a problem. She added that this would stop anyone else coming into office that did not follow rules, was unscrupulous, was willing to break the law for their own purpose and repealing it would end that and would eliminate the treatment of disrespect of the Councilors.

Councilor Montoya expressed that the City Charter gave the members of the City Council power, was approved by the AG's Office and Municipal League and that it gave Mayor and Council more authority in giving direction.

Councilor Romero stated for clarification, the City Charter would still be in effect and that it was the Governing Body Rules of Procedure that would be repealed.

Mayor Howell asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	No	Barbara A. Casey	Yes
David G. Romero	Yes	Michael L. Montoya	No

City Clerk Fresquez re-read the motion and advised that there was a tie.

Brief discussion took place regarding comments taking place prior to voting.

City Attorney Garduno Montoya advised that once there was a call for the vote, there is no more discussion.

Mayor Howell voted Yes and the tie was broken.

2. Approval of 2019 Audit and Resolution 20-06.

Deputy Finance Director Dominic Chavez advised that the Office of the State Auditor had released the 2019 Audit for review and final approval by Mayor and Council.

Axiom Representative Jaime Rumbaoa advised that the City of Las Vegas 2019 Audit was available on the New Mexico State Auditor's website. Mr. Rumbaoa gave a lengthy detailed presentation of the 2019 Audit.

Councilor Romero advised that he had brought the request made last year with last year's report, a request for a disclosure statement and advised that it was not part of the audit.

Mr. Rumbaoa stated that they had talked to the Mayor regarding the disclosure statement.

Councilor Romero asked for clarification for the record, that it was not Mayor Howell.

Mr. Rumbaoa stated that they had talked to the former Mayor for her input back then in regard to the disclosure statement.

Councilor Romero stated that he had requested an Entrance Interview with the Council and asked if disclosure statements were provided to employees due to employees might be related to contractor or vendor which was a conflict.

Mr. Rumbaoa advised that they did not normally perform that procedure, although that it could be considered.

Discussion and questions took place regarding the importance of having a disclosure statement to deter from conflict or fraud and briefly discussed liabilities regarding HUD in the amount of \$600,000.00.

Councilor Casey stated that the State Auditor asked that certain things should be looked into and asked Mr. Rumbaoa what those things were and why Internal Controls were not looked into.

Mr. Rumbaoa informed that things they looked into included procurement, allowable money not being spent according to ordinance, billing complaint and legal expenses for former Mayor. He advised that Internal Controls were not a requirement of the audit.

Lengthy discussion and questions from Councilor Monotya took place in acquiring independent contractors for internal audits. Also discussed was long term contract debts, current statistical population of City of Las Vegas, the importance of the 2020 Census and disaster recovery plans.

Councilor Ulibarri, Jr. asked if direction could be given to Interim City Manager Gallegos to work on the findings of the audit.

Interim City Manager Gallegos advised that the development of policies and procedures, the fire suppression system for I.T. had been updated with four new servers installed and would bring back a draft of policies and procedures for approval.

Mayor Howell suggested discussion regarding the auditors recommendations and other matters at a Work Session that should include I.T. personnel and asked for clarification of how the City rated on the audit.

Mr. Rumbaoa advised that the City received a non-modified audit and commended City Staff.

Discussion took place regarding the process of reviewing procurement files during the audit and the question of how the City's procurement policies rated.

Mr. Rumbaoa stated that he felt that the City's procurement policies were more extreme than state law and that it was most important to follow procurement policy.

Councilor Casey made a motion to approve the 2019 Audit and Resolution 20-06. Councilor Montoya seconded the motion.

Resolution 20-06 was presented as follows:

**ACCEPTANCE AND APPROVAL OF THE FY2019 AUDIT
RESOLUTION 20-06**

WHEREAS, the City of Las Vegas is required by statute to contract with an independent auditor to perform the required annual audit or agreed upon procedures for Fiscal Year 2019: and, WHEREAS, the City of Las Vegas Governing Body has directed the accomplishment of the audit for FY2019 be completed; and,

WHEREAS, this audit has been completed and presented to the City of Las Vegas Governing Body per the February 6, 2020 Letter from the State Auditor authorizing release of the FY2019 audit;

WHEREAS, NMAC 2.2.2.10 (M) (4) provides in pertinent part that "Once the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar days has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA, to a quorum of the governing authority of the agency at meeting held in accordance with the Open Meetings Act, if applicable,"; and,

NOW THEREFORE, BE IT RESOLVED, that the City of Las Vegas Governing Body does hereby accept and approve the completed audit report and findings as indicated within this document;

ACCEPTED AND APPROVED the 19 th day of February 2020 in regular session by the City of Las Vegas Governing Body, at Las Vegas, San Miguel County, New Mexico.

Vincent Howell, Mayor

David Ulibarri, Councilor

Michael L. Montoya, Councilor

Barbara Perea-Casey, Councilor

David G. Romero, Councilor

ATTEST BY:

Casandra Fresquez, City Clerk

Mayor Howell asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David A. Ulibarri, Jr.	Yes
Barbara A. Casey	Yes	Michael L. Montoya	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

3. Approval/Disapproval of Resolution 20-07 assuring the available matching funds, amount being \$300,000.00, with City match of \$75,000.00, which is 25% of total cost of this phase of this project.

Interim Public Works Director Danny Gurule advised that as part of the Municipal Arterial Program Agreement submittal criteria for New Mexico Department of Transportation, a resolution of support is required from our Local Governing Body assuring matching funds accompany agreement. In complying with criteria, staff is requesting that this resolution be approved for the Plan, Design, construction, Construction Management, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvements to Mountain View Drive, for this phase of the project. Budgetary provisions will be made in the Public works Department during the 2020/2021 fiscal cycle.

Councilor Casey made a motion to approve Resolution 20-07 assuring the available matching funds, amount being \$300,000.00 with City match of \$75,000.00, which is 25% of total cost of this phase of this project. Councilor Romero seconded the motion.

Resolution 20-07 was presented as follows:

**CITY OF LAS VEGAS, NM
RESOLUTION NO. 20-07**

A Resolution Supporting the New Mexico Department of Transportation Municipal Arterial Program(MAP) for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements and Miscellaneous Construction for Mountain View Drive for this phase of this project.

Whereas, the City of Las Vegas Governing Body has declared improvements are needed to Mountain View Drive a necessity for the good and well being of citizens of Las Vegas, New Mexico and to support this Agreement for funding to accomplish the work; and

Whereas, the City of Las Vegas will work in accordance with the funding requirements of the Municipal Arterial program, and will budget \$75,000.00 which is 25% of total cost of project of \$300,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the local governing body of the City of Las Vegas that the Agreement for the above funding be submitted to the New Mexico Department of Transportation.

PASS, APPROVED, AND ADOPTED this _____ day of February, 2020.

ATTEST:

CITY OF LAS VEGAS

Casandra Fresquez
City Clerk

Vincent Howell
Mayor

Mayor Howell asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David G. Romero	Yes
David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

4. Approval/Disapproval of Resolution 20-08 assuring the availability of funds for Legion Drive road improvements administered by the New Mexico Department of Transportation (NMDOT), in the amount of \$2,780,345, State share being 95% or \$2,641,327.75, City of Las Vegas share being 5% or \$139,017.25.

Interim Public Works Director Gurule advised that as per NMDOT submittal criteria, it is required that a resolution of support from our Local Governing Body accompany grant application. In complying with this criteria, staff is requesting that the resolution be approved for the Plan, Design, Construction, Construction Management, REconstruction, Pavement Rehabilitation, Drainage Improvement and Miscellaneous Construction to Legion Drive from Grand Avenue to 7th Street.

Councilor Montoya took the opportunity to thank the staff for recognizing crucial projects and acknowledged a local resident of Las Vegas, Walter Adams as being appointed Chairman of the NMDOT Commission, which would help Las Vegas as they were more than willing to assist the City.

Councilor Romero asked if there was a weight limit on Mountain View and Legion.

Mr. Gurule advised that there was a weight limit although there was no indicating signage.

Lengthy discussion took place regarding weight limit signage, enforcing the limit by Police Department, LED lighting funding and sending out public announcements prior to construction.

Mayor Howell thanked Mr. Gurule for accompanying him at the recent Legislature and for him being very articulate with Legislators in regard to the City's needs.

Councilor Montoya made a motion to approve Resolution 20-08 assuring the availability of funds for Legion Drive road improvements administered by the New Mexico Department of Transportation (NMDOT), in the amount of \$2,780,345, State share being 95% or \$2,641,327.25. Councilor Ulibarri, Jr. seconded the motion.

Resolution 20-08 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION 20-08**

A Resolution Supporting the eligibility of funds to submit an application to the New Mexico Department of Transportation (NMDOT) for fiscal year 2020 Local Government Transportation Project Fund, or the Call for Projects Grant.

WHEREAS; the City of Las Vegas Governing Body has declared improvements are needed to Legion Drive a necessity for the good and well being of citizens of Las Vegas, New Mexico and to support this agreement for funding to accomplish the work; and

WHEREAS; the total project cost being Two Million Seven Hundred Eighty Thousand Three Hundred Forty Five, (\$2,780,345.00) to be administered by the NMDOT; and

WHEREAS; the NMDOT share amount being 95% or \$2,641,327.75 and the City of Las Vegas proportional matching share being 5% or \$139,017.25; and

WHEREAS; the City of Las Vegas shall pay all costs that exceeds the total amount of \$2,780,345.00.

NOW THEREFORE, BE IT RESOLVED, by the City of Las Vegas Local Governing Body that an agreement assuring the availability of matching funding be submitted to NMDOT , for the Plan, Design, Construction, Construction Management, Reconstruction, Pavement Rehabilitation, Drainage Improvements, and Miscellaneous Construction be done to Legion Drive from Grand Avenue to 7th Street.

PASSED, APPROVED, AND ADOPTED THIS ___ DAY OF FEBRUARY 2020.

ATTEST:

CITY OF LAS VEGAS

Casandra Fresquez
City Clerk

Vincent Howell
Mayor

Mayor Howell seconded the motion. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	Michael L. Montoya	Yes
David G. Romero	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

COUNCILORS' REPORTS

Councilor Ulibarri, Jr. spoke of issues regarding potholes and the material and the time used and suggested looking into a better way of the repair.

Streets Superintendent Chris Rodarte advised that they were using millings to temporarily fill the potholes until the weather improved and stated he would welcome any other suggestions in dealing with the issue.

Councilor Montoya informed that a solution would be to collaborate with NMDOT as they had the material to use with millings and added that he had personally experienced a problem regarding damages from a pothole and concurred that it was of great concern. He asked for this to please be addressed.

Mayor Howell recommended for Mr. Rodarte, Councilor Montoya and Interim City Manager Gallegos to meet, discuss and plan to work with NMDOT to address the issue of potholes. He advised that Mr. Rodarte and staff were doing their best with what they had to work with and also there were many people who the City could work with.

Councilor Casey stated that she wanted to recognize and thank Department Heads and City staff for their hard work and that everyone should support them and defend them from attacks from those who did not understand the workings of the City. She advised that the person who took the initiative to repair potholes in the

City had violated the City Ordinance although he may have had good intentions, it was detrimental to the City putting them in legal liability, having to go back and repair damage he had caused. Councilor Casey thanked the Street Department for the installation of the three Stop signs near the schools as requested and also employees who took on extra duties due to the vacancies and stated that the focus needed to be on filling vacancies with people who were qualified.

Councilor Romero thanked the Streets Department for working on the One-Way signs installed and graffiti and they appreciated their hard work and asked for an update on Code Enforcement and Animal Control staffing.

Police Chief Bibb informed that Patrol Officers were taking initial Code Enforcement calls, there was one officer in service training and two individuals who had accepted the positions never showed.

Mayor Howell recommended to publicly meet with Municipal Court Judge, AWC, NM Dog Group, Sheriff's Dept. and LV Police Dept. and the community to discuss animal abuse resolution, that was much needed by mid March. He added that the governing body would be giving direction to Interim City Manager and Department Heads to get jobs done and to work on the many staffing issues.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Ulibarri, Jr. seconded the motion. Mayor Howell asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara A. Casey	Yes
Michael L. Montoya	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

Mayor Vincent Howell

ATTEST:

Casandra Fresquez, City Clerk

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 5 March 2020 DEPT: Police MEETING DATE: *March 18, 2020*

ITEM/TOPIC: *Receiving recognition by the Mayor*

ACTION REQUESTED OF COUNCIL: *Recognition only*

BACKGROUND/RATIONALE: *Recognition given by the City of Las Vegas Mayor to Police Officer Andrea Gutierrez.*

STAFF RECOMMENDATION: *No action*

COMMITTEE RECOMMENDATION: *None*

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.

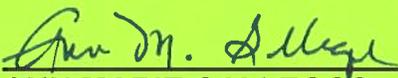

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



VINCENT HOWELL
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 5 March 2020 DEPT: Police MEETING DATE: *March 18, 2020*

ITEM/TOPIC: *FBI National Academy Graduate Presentation.*

ACTION REQUESTED OF COUNCIL: *Presentation Only*

BACKGROUND/RATIONALE: *Chief of Police David T. Bibb III would like to present Commander Eric N. Padilla, graduate of the FBI National Academy session number 279 held in Quantico Virginia January 6, 2020 thru March 13, 2020.*

STAFF RECOMMENDATION: *No action*

COMMITTEE RECOMMENDATION: *None*

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.



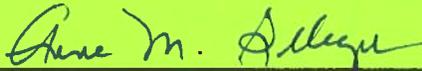
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



VINCENT HOWELL
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 03/9/2020 DEPT: Executive MEETING DATE: 03/18/2020

ITEM/TOPIC: Report/Presentation by City of Las Vegas Lobbyist

ACTION REQUESTED OF COUNCIL: Presentation only

BACKGROUND/RATIONALE: Dr. Frank Sanchez was contracted by the City of Las Vegas as the Lobbyist for the 2020 Legislature. Dr. Sanchez will report/ discuss legislative funding on behalf of the City of Las Vegas.

STAFF RECOMMENDATION: No action

COMMITTEE RECOMMENDATION: None

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:



VINCE HOWELL
MAYOR

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)



ANN M. GALLEGOS
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 03/9/2020 DEPT: Executive MEETING DATE: 03/18/2020

ITEM/TOPIC: Report/Presentation by Marshall Poole

ACTION REQUESTED OF COUNCIL: Presentation only

BACKGROUND/RATIONALE: Marshall Poole will report on the Animal Abuse Roundtable held on Thursday, March 12th, 2020.

STAFF RECOMMENDATION: No action

COMMITTEE RECOMMENDATION: None

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.

Vince Howell

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Vince Howell

VINCE HOWELL
MAYOR

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

Ann M. Gallegos

ANN M. GALLEGOS
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

GENERAL FUND REVENUE COMPARISON
THRU FEBRUARY 29, 2020 67% OF YEAR LAPSED (8 of 12 months)
FISCAL YEAR 2020

Total Budget to Actual Comparison

	A		B		C		D		E		G (E/B) FY 2020 % REV
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL				
PROPERTY TAX	1,485,000	1,312,372	374,915	918,426	984,909						
GROSS RECEIPT TAX 1.225	3,560,000	3,560,000	2,366,667	2,397,792	2,886,701						
FRANCHISE TAX	750,000	750,000	500,000	516,558	494,158						
GROSS RECEIPT TAX .75	2,332,500	2,449,125	1,632,750	1,853,437	1,764,554						
1/8 INFRASTRUCTURE	372,000	372,000	248,000	284,470	279,606						
GRT .25 (JAN 2011)	1,060,000	1,060,000	706,667	741,082	762,617						
GRT -HOLD HARMLESS (JULY 2015)	-	0	0	-	-						
LICENSE & FEES	83,500	63,000	42,000	33,922	28,291						
INTERGOVERNMENTAL	77,144	76,500	51,000	54,116	44,781						
LOCAL-FINES	66,500	66,500	44,333	34,911	45,681						
LOCAL-MISC	1,648,800	1,667,450	1,111,653	1,139,972	1,190,995						
TOTAL	11,425,444	11,366,947	7,577,965	7,954,686	8,282,293						

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

Total Budget to Actual Comparison

	A		B		C		D		E		F		H (E/B) % BDGT
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 AVAIL. BAL.					
JUDICIAL (4100)	294,648	300,157	200,105	179,329	201,163			98,994					
GOVERNING BODY (4210)	73,038	72,409	48,273	49,000	47,250			25,159					
MAYOR (4220)	60,736	43,484	28,989	35,263	10,944			32,540					
MANAGER (4230)	261,412	264,452	176,301	128,934	155,886			108,566					
EXECUTIVE	0	0	0	0	0			0					
MUNICIPAL CLERK (4300)	222,499	270,729	180,486	149,446	162,948			107,781					
CITY ATTORNEY (4400)	229,704	218,052	145,366	88,175	113,962			104,090					
PERSONNEL/HR (4500)	245,259	249,961	166,641	132,935	134,895			115,066					
FINANCE (4600)	467,223	475,653	317,102	264,576	322,567			153,086					
COMMUNITY DEV. (4700)	528,706	506,791	337,661	224,726	224,825			281,966					
POLICE (4800)	4,006,680	4,277,031	2,851,354	2,529,971	2,514,160			1,762,871					
CODE ENFORCEMENT (4810)	150,334	142,021	94,661	74,554	38,629			103,392					
ANIMAL SHELTER	135,490	150,424	100,283	89,070	92,370			58,054					
FIRE	1,357,467	1,384,729	923,153	780,594	912,123			472,606					
PUBLIC WORKS/AIRPORT	450,832	487,071	324,714	283,632	281,425			205,646					
PARKS	290,709	290,323	193,549	135,802	152,552			137,771					
AIRPORT	0	0	0	0	0			0					
LIBRARY	200,046	232,272	154,848	121,397	172,253			60,019					
MUSEUM	148,116	154,939	103,293	81,031	74,651			80,288					
GENERAL SERVICES	3,161,410	2,723,568	1,815,712	1,375,266	1,500,012			1,223,556					
SALARY CONTINGENCY	0	0	0	0	0			0					
TRANSFERS	751,352	744,667	496,445	495,338	494,333			250,334					
TOTAL	13,035,661	12,988,733	8,659,155	7,219,037	7,606,948			5,381,785					

**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU FEBRUARY 29, 2020 67% YEAR LAPSED (8 of 12 months)
FISCAL YEAR 2020**

Total Budget to Actual Comparison

A	B		C		D		E		G (E/B) %
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 YTD - ACTUAL		
WASTE WATER (610)	2,966,100	3,419,600	2,279,733	2,279,733	2,036,047	2,036,047	1,888,704	55%	
NATURAL GAS (620)	5,036,000	5,041,250	3,360,832	3,360,832	3,161,754	3,161,754	2,954,999	59%	
SOLID WASTE (630)	3,419,400	3,413,400	2,275,600	2,275,600	2,256,208	2,256,208	2,317,511	68%	
WATER (640)	5,138,950	5,172,720	3,448,480	3,448,480	3,523,605	3,523,605	3,388,989	66%	
<i>Total of Enterprise Funds</i>	16,560,450	17,046,970	11,364,647	11,364,647	10,977,614	10,977,614	10,550,204	62%	

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU FEBRUARY 29, 2020 67% YEAR LAPSED (8 of 12 months)
FISCAL YEAR 2020**

Total Budget
to Actual
Comparison

A	B		C		D		E		F		H (E/B) %
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 AVAIL. BAL.		
WASTE WATER(610)	3,317,958	4,671,737	3,114,491	3,114,491	2,048,109	2,048,109	2,318,831	2,318,831	2,352,906	50%	
NATURAL GAS (620)	6,179,773	6,930,179	4,620,119	4,620,119	3,038,014	3,038,014	3,003,477	3,003,477	3,926,702	43%	
SOLID WASTE (630)	3,760,097	3,781,260	2,520,840	2,520,840	2,130,497	2,130,497	2,197,230	2,197,230	1,584,030	58%	
WATER (640)	4,707,663	5,481,285	3,654,190	3,654,190	2,702,812	2,702,812	3,474,349	3,474,349	2,006,936	63%	
<i>Total of Enterprise Funds</i>	17,965,491	20,864,461	13,909,641	13,909,641	9,919,432	9,919,432	10,993,888	10,993,888	9,870,573	53%	

**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU FEBRUARY 29, 2020 - 67% OF YEAR LAPSED 8 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	75,667	73,237	58,313	51%
OPEN SWIM	20,000	10,000	6,667	5,551	4,449	44%
YAFL	0	0	0	0	0	0%
YABL/ADULT BASKETBALL	16,500	16,500	11,000	2,396	2,526	15%
SUMMER FUN PROGRAM	26,000	30,000	20,000	23,716	28,680	96%
RECREATION-OTHER	85,000	62,500	41,667	20,923	23,610	38%
GEN FUND TRANSFER	400,000	400,000	266,667	266,560	266,560	67%
TOTAL	662,500	634,000	422,667	392,382	384,137	61%

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU FEBRUARY 29, 2020 - 67% OF YEAR LAPSED 8 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	412,963	322,760	370,844	248,600	60%
YAFL	0	0	0	0	0	0	0%
YABL/ADULT BASKETBALL	8,500	8,500	5,667	4,447	0	8,500	0%
OTHER OPERATING EXP.	95,350	83,850	55,900	39,374	51,044	32,806	61%
CAPITAL OUTLAY	9,500	9,500	6,333	3,825	1,734	7,766	18%
TOTAL	746,516	721,294	480,863	370,405	423,623	297,671	59%

**LODGERS TAX PROMOTION - REVENUE COMPARISON
THRU FEBRUARY 29, 2020 - 58% OF YEAR LAPSED 8 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	136,311	259,081	147%
LODGER'S TAX - INFRASTRUCTURE	82,000	75,400	43,983	34,041	49,604	66%
TOTAL	410,000	377,000	219,917	170,353	308,684	82%

31680.57
9756.97
0.30798

**LODGERS TAX PROMOTION - EXPENDITURE COMPARISON
THRU FEBRUARY 29, 2020 - 58% OF YEAR LAPSED 8 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	14,543	12,356	30,033	29%
OPERATING EXPENSES	26,561	24,100	14,058	7,027	11,270	12,830	0%
PUBLICATIONS & ADVERT	175,158	140,900	82,192	42,983	57,294	83,606	41%
CONTRACTUAL SERVICES	304,238	229,738	134,014	62,700	99,849	129,889	43%
CAPITAL OUTLAY	2,000	76,400	44,567	0	29,140	47,260	
TRANSFERS	51,567	41,956	24,474	21,478	27,959	13,997	67%
TOTAL	604,253	555,483	324,032	148,731	237,868	317,615	43%

ADVISORY
BOARD
APPROVED

MEMO:
BEG CASH BALANCE 205,626.45
BUDGETED REVENUES 377,000.00

INFRASTRUCTURE
PUBLICATIONS,
ADV &
CONTRACTUAL 240,631.00

BUDGETED EXPENSES & TRANSFERS (555,483.00)
ENDING CASH BALANCE 27,143.45

5. EXPENDITURE SUMMARY:		NON - PROMOTIONAL FUND		EXPENSES THRU 2/29/20
CATEGORY/DESCRIPTION	YEAR-TO-DATE (Y-T-D)		YEAR-TO-DATE (Y-T-D)	
CONTRACTUAL SERVICES	AMOUNT	BUDGET	AMOUNT	
EVENT or ACTIVITY	(SUM OF ALL QUARTERS)		(SUM OF ALL QUARTERS)	
DATE				
SALARIES & BENEFITS	12,356.00	42,389.00	12,356.00	
OPERATING EXPESSES	11,270.00	21,100.00	11,270.00	
TRANSFERS				
Operating Transfer	26,656.00	40,000.00	26,656.00	
Debt Service Transfer	1,303.44	1,956.00	1,303.44	
(attach a spreadsheet if needed)				
Audit - BRET GOEBEL	1,192.15	3,000.00	1,192.15	
PUBLICATION & ADVERTISING (7317)		140,900.00	57,294.25	
LAS VEGAS OPTIC				
Salute to the Troops	1,197.77			
Original Las Vegas	783.16			
2019 Fiestas	1,197.77			
Reel Las Vegas	783.16			
2019 Electric Light Parade	1,197.77			
Las Vegas Film	1,197.77			
Ads for 2019 Fiesta Guide	921.36			
Ads for Lodgers Tax Meeting	44.14			
Ads for Lodgers Tax Meeting	46.87			
Ads for Lodgers Tax Meeting	45.50			
Ads for Lodgers Tax Meeting	45.20			
Ads for Lodgers Tax Meeting	32.10			
Event Ads	541.98			
Event Ads	433.58			
Event Ads	96.18			
ALL AMERICAN PUBLISHING, LIMIT				
Ads in School Calendar	797.00			
WAGON MOUND BEAN DAY ASSOCIATION				
Full Color Front Page Ad 7"x 9 1/2"	400.00			
ALBUQUERQUE JOURNAL				
Ads Summer Guide	476.81			
Ads Summer Guide	2,066.37			
Ads Summer Guide	4,681.79			
8" x 9 1/2" Full Color Ad	5,933.13			
4" x 9 1/2" Full Color Ad	3,236.25			
Home Page Take Over	970.88			
Ads Summer Guide	12,199.99			
SDC BROADCASTING CO, INC				
2019 Fiestas Ads	1,112.14			
GCBENDITA 4 LLC				
2019 Fiesta Ads	1,483.47			
LA VOZ BROADCASTING				
2019 Fiesta Ads	1,015.85			
2019 Fiesta Ads				
RICHARD L. GARCIA BROADCASTING				
2019 Fiesta Ads	686.30			
2019 Fiesta Ads	669.96			
CCHP				
Radio Ads	1,325.00			
Flyers	325.00			
Optic Heritage Week Guide	850.00			
CORDIA A SAMMETH				
Promotion of La Llorona Festival	500.00			
LAS VEGAS FIRST, IBA				
Ads & Promotion of Friday's Al Fresco	5,000.00			

FY2020 LODGERS TAX FUND	ADVISORY BOARD APPROVED EXPENES	ACTUAL EXPENDITURES	ACTUAL EXPENDITURES	BUDGET REMAINING
PUBLICATION & ADVERTISING (7317)				
LAS VEGAS OPTIC	14,200.00		8,564.31	5,635.69
Salute to the Troops		1,197.77		-
Original Las Vegas		783.16		-
2019 Fiestas		1,197.77		-
Reel Las Vegas		783.16		-
2019 Electric Light Parade		1,197.77		-
Las Vegas Film		1,197.77		-
Ads for 2019 Fiesta Guide		921.36		-
Ads for Lodgers Tax Meeting		44.14		-
Ads for Lodgers Tax Meeting		46.87		-
Ads for Lodgers Tax Meeting		45.50		-
Ads for Lodgers Tax Meeting		45.20		-
Ads for Lodgers Tax Meeting		32.10		-
Event Ads in Las Vegas Optic - ROP 2019 Rough Rider Gu		541.98		-
Event Ads in Las Vegas Optic - ROP 2019 Heritage Week		433.58		-
Event Ads in Las Vegas Optic - Service Charges for Aug-D		96.18		-
ALL AMERICAN PUBLISHING, LIMIT	????		797.00	(797.00)
Ads in School Calendar		797.00		-
WAGON MOUND BEAN DAY ASSOCIATION	400.00		400.00	-
Full Color Front Page Ad 7" x 9 1/2"		400.00		-
ALBUQUERQUE JOURNAL	29,646.00		29,565.22	80.78
Ads Summer Guide		476.81		-
Ads Summer Guide		2,066.37		-
Ads Summer Guide		4,681.79		-
8" x 9 1/2" Full Color Ad		5,933.13		-
4" x 9 1/2" Full Color Ad		3,236.25		-
Home Page Take Over		970.88		-
Ads Summer Guide		12,199.99		-
RADIO ADS	11,000.00		4,967.72	6,032.28
SDC BROADCASTING CO, INC				-
2019 Fiestas Ads		1,112.14		-
GCBENDITA 4 LLC				-
2019 Fiesta Ads		1,483.47		-
LA VOZ BROADCASTING				-
2019 Fiesta Ads		1,015.85		-
2019 Fiesta Ads				-
RICHARD L. GARCIA BROADCASTING				-

EQUIPMENT & MACHINERY						
INFRASTRUCTURE						
MAINSTREET LAS VEGAS						
Mainstreet Wayfinding Project	12,140.21		26,000.00		12,140.21	13,859.79
HERMIT'S PEAK WATERSHED ALLIANCE						
Riverfest Promotion	5,000.00		5,000.00		5,000.00	
FRIENDS OF THE MUSEUM AND R						
E. Romero Interior Infrastructure	12,000.00		12,000.00		12,000.00	
SUB-TOTAL	186,283.36		213,291.00		186,283.36	27,007.64
OTHER PROJECTS BUDGETED UNIDENTIFIED TO ABOVE "PAID" PROJECTS						
FIBER CRAWL 4/19						
PEOPLES'S FAIR (ADVERTISING) 4/19		500.00	500.00			500.00
LV ART COUNCIL (MARKETING) FOR "REEL" LV FILM FESTIVAL		3,000.00	3,000.00			3,000.00
LVFIBA (VISITOR'S GUIDE & DISTRIBUTION)		15,000.00	15,000.00	CANCELED		15,000.00
AWC - ART BARK		24,540.00	24,540.00			24,540.00
GORDON'S JEWELRY CLOCK		5,000.00	5,000.00			5,000.00
GAXEBO FOR REINA FLOAT		5,000.00	5,000.00	CANCELED		5,000.00
		1,700.00	1,700.00			1,700.00
TOTAL LODGER TAX ADVISORY BOARD B UDJET AND ACUTAL EXPENDITURES		268,031.00	268,031.00		186,283.36	81,747.64
CITY BUDGET FOR PUBLISHING & ADVERTISING		140,900.00	140,900.00		57,294.25	83,605.75
CITY BUDGET FOR CONTRACTUAL SERVICES		229,738.00	229,738.00		99,848.90	129,889.10
CITY BUDGET FOR CAPITAL OUTLAY		76,400.00	76,400.00		29,140.21	47,259.79
TOTAL CITY BUDGETS FOR EVENTS & CONTRACTS		447,038.00	447,038.00		186,283.36	260,754.64
TOTAL AVAILABLE UNCOMMITTED FUNDS						179,007.00

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 3/6/2020

DEPT: City Clerk

MEETING DATE: 3/18/2020

ITEM/TOPIC: Run-Off Election Resolution 20-13

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval of Resolution 20-13 Runoff Election for the City of Las Vegas in English and Spanish.*

BACKGROUND/RATIONALE: *In accordance with the Municipal City Charter, Article VIII, Section 8.01 (F), (G) states that a candidate must receive 50% plus one of the votes cast for a particular office or a subsequent runoff election with the two candidates receiving the highest number of votes will be held 45 days after certification of the results of the election. This resolution will allow the City Clerk's Office to proceed with the preparation for the Run-Off Election.*

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:



VINCENT HOWELL
MAYOR



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)

RESOLUTION NO. 20-13

RUNOFF ELECTION FOR THE CITY OF LAS VEGAS, NEW MEXICO

WHEREAS, the regular Municipal Election for municipal officers was held March 3, 2020; and

WHEREAS, Article VIII, Section (F)(G) of the City of Las Vegas Charter provides: (F) The election of all municipal elective offices shall be by a simple majority, defined as fifty percent (50%) plus one (1), of the votes cast for the particular offices in question. (G) In the event that no candidate receives a majority of the votes cast for that office, a subsequent run-off election shall be held between the two candidates receiving the highest number of votes. The subsequent run-off election shall be held within 45(forty-five) days after certification of the results of the election; and

WHEREAS, at the Regular Municipal Election held March 3, 2020, the results for the office of Ward 3 Councilor were as follows:

Joseph William McCaffrey, Jr.	220 votes	33.7%
Joseph P. Baca, Sr.	323 votes	49.5%

with none of the aforementioned candidates receiving fifty percent (50%) plus one (1) of the votes cast for Ward 3 Councilor; and

WHEREAS, to fill the elected office of Ward 3 Councilor, a Runoff Election shall be held in accordance with Article VIII, Section G of the City of Las Vegas Charter.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO that:

- A. A Runoff Election for the election of Ward 3 Councilor shall be held on Tuesday, April 14, 2020. Polls will open at 7:00 A.M. and close at 7:00 P.M.
- B. Only those voters registered in Ward 3 shall be qualified to vote for Councilor in Ward 3.
- C. At the Runoff Election, one person shall be elected to fill the office of Ward 3 Councilor, for a four-year term.
- D. The following location will be designated as the polling place for the conduct of the runoff election:
 1. Robertson High School Michael Marr Gymnasium, 12384th Street.

- E. Absentee Voting. Applications for absentee ballots may be obtained only from the office of the Municipal Clerk. All applications for an absentee ballot must be completed and accepted by the Municipal Clerk prior to 12:00 p.m., April 10, 2020. The Municipal Clerk will accept completed absentee ballots delivered by mail, or in person by the voter casting the absentee ballot, by a member of the voters' immediate family, or the caregiver of the voter, until 7:00 p.m. on April 14, 2020. Absentee ballots may be marked in person in the office of the Municipal Clerk during regular hours and days of business, beginning on Monday, March 30, 2020.
- F. Early Voting. Early Voting on paper ballots counted by electronic vote tabulator will be conducted in the office of the Municipal Clerk during regular hours and days of business, beginning on Monday, March 30, 2020 through Friday, April 10, 2020 by 12:00 p.m., due to the observance of Good Friday.
- G. The casting of votes by qualified electors shall be recorded on electronic tabulators.
- H. The Municipal Clerk shall conduct the municipal officer runoff election for the City of Las Vegas utilizing the appropriate statutes and election code.

ADOPTED AND APPROVED THIS 11th day of March, 2020.

Mayor Vincent Howell

ATTEST:

Casandra Fresquez, City Clerk

RESOLUCIÓN NO. 20-13

SEGUNDA VUELTA A LA CIUDAD DE LAS VEGAS, NUEVO MEXICO

Considerando que, las elecciones municipales de regular para los funcionarios municipales se celebró 03 de Marzo de 2020; y

Considerando que, Artículo VIII, sección de (F)(G) de la ciudad de la carta de Las Vegas ofrece: (F) la elección de todos los cargos electivos municipales deben ser por mayoría simple, definido como el cincuenta por ciento (50%) más uno (1), de los votos emitidos para las oficinas particulares en cuestión. (G) en caso de que ningún candidato recibe una mayoría de los votos emitidos para la Oficina, una elección de segunda vuelta se celebrará entre los dos candidatos que reciban el mayor número de votos. La elección de segunda vuelta se celebrará dentro de 45(cincuenta y cinco) días después de la certificación de los resultados de la elección; y

Considerando que, en la elección Municipal ordinaria celebrada el 03 de Marzo de 2020, los resultados para consejal de barrio 3 fueron los siguientes:

Joseph William McCaffrey, Jr.	220 votos	33.7%
Joseph P. Baca, Sr.	323 votos	49.5%

con ninguno de los candidatos mencionados recibiendo cincuenta por ciento (50%) más uno (1) de los votos para consejal de barrio 3; y

Considerando que, para llenar el cargo elegido consejal de barrio 3, se celebrará la elección de segunda vuelta de conformidad con el artículo VIII, sección G de la ciudad de la carta de Las Vegas.

POR ESO AHORA, SEA, RESUELTO POR EL CUERPO ADMINISTRATIVO DE LA CIUDAD DE LAS VEGAS, NUEVO MEXICO QUE:

- A. una segunda vuelta para la elección de consejal de barrio 3, se reunirá en Martes, 14 de abril de 2020. La votación será abierta a las 7:00 a.m. y cerrada a las 7:00 p.m.
- B. Sólo los votantes registrados en el barrio 3 estarán calificados para votar por el Consejal en el barrio 3.
- C. en las elecciones de segunda vuelta, se elegirá una persona para ocupar la Oficina del Consejero de barrio 3, para un mandato de cuatro años.
- D. las siguientes ubicaciones están designadas como lugares para la realización de las elecciones de segunda vuelta de votación:

1. Escuela Secundaria de Robertson gimnasio de Michael Marr, calle 1238 4th.

- D. Votación en Ausencia. Solicitudes para obtener balotas para votar en ausencia pueden ser obtenidas únicamente de la oficina de la Escribana de la Municipalidad. La Escribana de la Municipalidad debe llevar y aceptar todas las solicitudes para obtener una balota para votar en ausencia antes de las 12:00 p.m. el 10 de abril de 2020. La Escribana de la Municipalidad aceptará las balotas completadas por el votante que emite su balota, con el fin de votar en ausencia, que se le entregue por correo o en persona o por un miembro de la familia inmediata del votante, o del cuidador del votante hasta las 7:00 p.m. el 14 de abril de 2020. Boletas de ausente pueden marcarse en persona en la Oficina del Secretario Municipal durante el horario y días de negocio, comenzando el lunes, 30 de marzo de 2020.
- E. Votación anticipada. Votación anticipada sobre boletas de papel serán contadas pendiendo de votación electrónica, se realizarán en la Oficina del Secretario Municipal durante el horario y días de negocios, comenzando en lunes, 30 de marzo de 2020 hasta el viernes 10 de abril de 2020 a las 12:00 p.m., debido a la observancia de Viernes Santo.
- F. Se archivará un récord de los votos de los electores municipales calificados en papeletas, de las cuales se hará un recuento por tabuladores electrónicos.
- G. El Secretario Municipal llevará a cabo la elección de votación de segunda vuelta de oficiales municipales para la ciudad de Las Vegas utilizando los estatutos apropiados y el código electoral.

ADOPTADA Y APROBADA ESTE DÍA 11 DE marzo DE 2020.

Vincent Howell, Alcalde

ATESTIGUADO:

Cassandra Fresquez, escribana de la ciudad

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 2/28/20

DEPT: Finance

MEETING DATE: 03/18/2020

ITEM/TOPIC: Resolution 20-10

ACTION REQUESTED OF COUNCIL: APPROVAL/DISAPPROVAL of Resolution 20-10

BACKGROUND/RATIONALE: The City of Las Vegas is requesting increases to the FY2020 Budgeted revenues and expenditures within various funds of the FY2020 Budget.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION: None

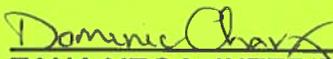
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

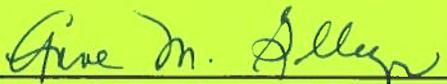
REVIEWED AND APPROVED BY:



VINCENT HOWELL
MAYOR



TANA VEGA, INTERIM DEPUTY
FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)

**STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION NO. 20-10**

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget adjustment request for fiscal year 2019-20, and

WHEREAS, said budget adjustments were developed on the basis of increases in revenues, expenditures through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

WHEREAS, the City of Las Vegas is in need of making budget adjustments in the 2019-20 fiscal year budget; to include a net increase of \$90,000.00 in revenues and expenditures for communication equipment needed by the City of Las Vegas Fire Department to be funded by a 100% grant from New Fire Protection in Fund 203 – State Fire/Grant; a net increase of \$25,738.00 in revenues and expenditures to be funded by a grant from New Mexico Department Health for Emergency Medical Services, City of Las Vegas Fire Department - \$12,763.00 and Superior Ambulance – LV \$12,975.00 in Fund 206 – Emergency Medical Service; a net increase of \$6,000.00 in revenue and expenditures for hazardous materials response to a WIPP transportation event to be funded by NM Energy, Minerals and Natural Resources Department in fund 260 – Waste Isolation Pilot Project and a net increase in revenues for NMFA Debt Service - \$11,193.36 in Fund 645.

WHEREAS, it is the majority opinion of this governing body that the budget adjustment request be approved and meets the requirements as currently determined for fiscal year 2019-20;

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this 18th day of March, 2020

Vincent Howell, Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduno Montoya, City Attorney

CITY OF LAS VEGAS
 RESOLUTION # 20-10
 BUDGET ADJUST REQUEST
 FISCAL YEAR 2020

Resolution 20-10	Fund	Revenues	Transfers	Expenditures
State Fire/Grant	203-0000-450-5309	90,000.00		NM Fire Protection Grant
State Fire/Grant	203-0000-710-8004			90,000.00 NM Fire Protection Grant
Emergency Medical Services	206-0000-430-5302	25,738.00		DOH - EMS Grant
Emergency Medical Services	206-0000-710-7114			25,738.00 DOH - EMS Grant
Waste Isolation Pilot Project	260-0000-430-5878	6,000.00		NM Minerals and Natural Resources Dept
Waste Isolation Pilot Project	260-0000-710-8004			6,000.00 NM Minerals and Natural Resources Dept
NIMFA Debt Service	645-0000-510-5504	11,193.36		11,193.36 Bank Deposit
		132,931.36	-	132,931.36

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

- DISTRICT 1 CYNTHIA B. HALL
- DISTRICT 2 JEFFERSON L. BYRD, VICE CHAIR
- DISTRICT 3 VALERIE ESPINOZA
- DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR
- DISTRICT 5 STEPHEN FISCHMANN



P.O. Box 1269
 1120 Paseo de Peralta
 Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION

John Kondratick
 Interim State Fire Marshal
 Phone (505) 470-1044
 Fax (505) 476-0100

INTERIM CHIEF OF STAFF

Jason N. Montoya, P.E.

January 16, 2020

Treasurer
 City of Las Vegas
 1700 N Grand Ave Las Vegas, NM 87701-4731

Ref: FY 20 New Mexico Fire Protection Grant Council Award Notice

Dear Treasurer:

Congratulations! Your grant application on behalf of the City of Las Vegas Fire Department for Communication has been reviewed and an award has been granted.

Over 120 grant applications were submitted and over \$23 million in needs were considered, while \$10.7 million were available for distribution. The City of Las Vegas Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. The specifications submitted for the equipment needs identified in the 2020 Grant application must be approved by this office by close of business February 1, 2020 and prior to encumbering any funds. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

Upon approval of the specifications, FY 20 Grant Award funds in the amount of **\$90,000.00**, for the purchase of the approved project request; are scheduled to be distributed via ACH no later than February 28, 2020. Notification of ACH distribution will be sent via email, prior to the ACH release by the Department of Finance and Administration (DFA).

The deadline to encumber the money by contract with the vendor is **May 15, 2020**. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount plus the matching amount, **the remaining money shall be returned to the grant fund**. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Deputy Fire Marshal Randy Varela, Fire Service Support Bureau at (505) 709-8150.

Sincerely,

John Kondratick
 Interim State Fire Marshal

Sincerely,

Norma Jean Valdez
 Grant Council Chair

xc: Chief
 Board of County Commissioners

1 888 4 ASK PRC
 www.nmprc.state.nm.us



**FY20 NEW MEXICO FIRE PROTECTION GRANT AWARD
PROJECT CLOSEOUT CHECKLIST**

Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal's Office, Fire Services Support Bureau.

DEPARTMENT NAME: City of Las Vegas COUNTY: San Miguel
 FUNDED PROJECT: Communication
 AMOUNT AWARDED: \$90,000.00

PROJECT CHECKLIST

Benchmark	Deadline	Date	Name of SFMO Representative
Project specifications submitted to State Fire Marshal's Office for Review/Approval	November 1, 2019	Submittal Date	Submitted to:
Approval from SFMO to proceed with project specifications	February 15, 2020	Approval Date	Approved by:
Funds Encumbered by Procurement Code	May 15, 2020	Encumbrance Date	Encumbrance Method Contract/Purchase Order #
Project Completed		Goods/Services Received Date	
SFMO Inspection		Requested Date	Requested of whom:
SFMO Inspection Completed		Inspection Date	By Whom:
SFMO Check of NFIRS Compliance			

August 12, 2019

City of Las Vegas
1700 N. Grand Ave.
Las Vegas, NM 87701

Dear Sir/Mam:

In accordance with the Terms of Rules Governing in Emergency Medical Services Fund Act, DOH 7.27.4 NMAC, a warrant in the amount of **\$25,738.00** is authorized for disbursement on behalf of the following local recipient (s) in accordance with their approved applications:

City of Las Vegas Fire Department \$12,763.00 Superior Ambulance -LV \$12,975.00

These funds from the Local Funding Program of the EMS Fund Act for FY 20 (July 1, 2019 – June 30, 2020) must be accounted for in accordance with the rules set forth by the New Mexico Department of Finance and Administration, Local Government Division and the EMS Fund Act Rules 7.27.4 NMAC.

In order to keep our records in order, we are asking that each Applicant (Fiscal Agent) submit an itemized expenditures report for FY19 EMS Fund Act Local Funding Award (July 1, 2018 – June 30, 2019). If you administer funds for more than one (1) Local recipient, please submit a report for each.

If you have any questions, please contact me at (505) 476-8233 or by e-mail at ann.martinez1@state.nm.us

Sincerely,

Ann Martinez

Ann Martinez FF I / EMT- I
EMS Fund Act Coordinator

Xc: EMS Regional Director
City of Las Vegas
Local Government Division/DFA

**MEMORANDUM OF AGREEMENT
BETWEEN THE
NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND THE CITY OF LAS VEGAS**

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD) and the City of Las Vegas (City).

WHEREAS, EMNRD is responsible for providing staff support to the New Mexico Radioactive Waste Consultation Task Force (Task Force) authorized pursuant to NMSA 1978, § 74-4A-1 through 74-4A-14;

WHEREAS, the U.S. Department of Energy (DOE) has entered into a Cooperative Agreement with EMNRD to implement the Waste Isolation Pilot Plant (WIPP) transportation safety program;

WHEREAS, EMNRD is responsible for management of funds provided under the Cooperative Agreement DE-EM0004167 (Cooperative Agreement) (Attachment 1) between the State of New Mexico and the U.S. Department of Energy Carlsbad Field Office (DOE-CBFO);

WHEREAS, EMNRD is responsible for meeting the requirements of DOE's Special Terms and Conditions for Financial Assistance Awards (Special Terms and Conditions) (Attachment 2);

WHEREAS, in the approved budget (Approved Budget) (Attachment 3) of the Cooperative Agreement between the State of New Mexico and DOE, EMNRD is provided funding to assure that appropriate emergency response personnel in state, local, and tribal governments and emergency response organizations along the New Mexico WIPP routes are properly and adequately equipped to safely and effectively respond to, abate and control, and assist in the mitigation of a WIPP transportation emergency;

WHEREAS, DOE has agreed to provide funds to off-set costs associated with a hazardous materials response to a WIPP transportation event, of which up to \$6,000.00 is allocated under this MOA for the City of Las Vegas Fire Department;

WHEREAS, the City does not have an existing mechanism to receive funding from DOE;

WHEREAS, the purpose of this MOA is to provide the City access to the funds provided under the Cooperative Agreement;

WHEREAS, EMNRD seeks to use its experience in oversight of the Cooperative Agreement to support management of those funds provided within the Approved Budget; and

WHEREAS, EMNRD and the City desire to enter into this Agreement for administrative efficiency so that the funds can be expended through a single program;

NOW, THEREFORE, THE PARTIES AGREE as follows:

1. EMNRD shall:

A) provide the City with a statement of annual funding prior to June 1 of each state Fiscal Year;

B) provide management of the funds allocated under the Approved Budget to be provided to the City and to be used by the City of Las Vegas Fire Department and reimburse the City for costs incurred under this MOA in an amount not to exceed six thousand dollars (\$6,000.00), including New Mexico Governmental Gross Receipts Taxes, if applicable, and any travel necessary, for each fiscal year this MOA is in effect, subject to expected approval of the appropriate budget amounts when EMNRD submits its budget to DOE each fiscal year. Upon notification by EMNRD of available Fiscal Year funding, the City and EMNRD shall jointly develop projects that enhance the response to a WIPP transportation event;

C) reimburse the City quarterly, for expenses arising from the MOA in accordance with the Cost Principles for Local Governments located in 2 Code of Federal Regulations (C.F.R.) 200;

D) render assistance in the development of a hazardous materials and radiological response program;

E) determine if the City's project justifications and workplans are sufficient to enhance the response capability as it relates to a WIPP transportation event prior to project start, and review proposed expenditures for funding eligibility;

F) review quarterly progress reports as required under the Special Terms and Conditions; and

G) provide quarterly progress and financial reports to the DOE.

2. The City shall:

A) comply with the established rules and regulations in the Cooperative Agreement;

B) submit in writing to EMNRD WIPP program staff a project justification for approval on each project, and have written approval prior to expending

any funds within this MOA to include all equipment purchases, proposed travel, and training-related expenses;

C) successfully implement, in all respects, the activities outlined below:

1) develop and implement a city-wide hazardous materials emergency response training program, including response protocols (to include fire fighters, emergency medical service providers, law enforcement officers, dispatchers, emergency managers, and volunteers, and others as appropriate) that enhances the response capability of emergency responders as it pertains to hazardous materials without negatively impacting other areas of response training;

2) use funds to provide OSHA 29 C.F.R. 1910.120 (Attachment 4) compliant awareness level training for personnel that may come upon an incident while performing their normal duties; OSHA 29 C.F.R. 1910.120 compliant operations level training for responders who will likely respond to an incident to take defensive actions to protect nearby persons, property, or the environment;

3) provide training on instruction on the State Hazardous Materials Emergency Response Plan (Attachment 5) and emergency response as it applies to an incident involving a WIPP shipment;

4) use funds for training-related expenses that enhance the WIPP transportation safety program, including course tuition, course materials, training aids, travel and per diem for fire services related activity, and instructor fees that are incurred for the purpose of enhancing its hazardous materials emergency response capability;

5) demonstrate proficiency as it pertains to hazardous materials emergency response through mutually agreed upon participation in drills or exercises conducted by the Task Force. Funds allocated under this MOA may be used to support the local jurisdiction in preparation of and during Task Force training and exercises. Such expenses intended for WIPP training, drills, and exercises will be to the City Emergency Manager by the Department of Homeland Security and Emergency Management (DHSEM) through a separate agreement between DHSEM and the City.

6) submit detailed statements accounting for all services performed, goods obtained, and expenses incurred to EMNRD for reimbursement. If EMNRD finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from the City that payment is requested, and (ii) all supporting documentation, EMNRD shall provide the City a letter of exception explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps the City may take to provide remedial action. Upon EMNRD's certification that the statement, supporting documentation, services, goods, or expenses have been received and accepted, EMNRD shall tender payment to the City within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late

charges, interest, or penalties, for failure to make payment within the time specified herein;

7) provide written quarterly project performance reports to EMNRD in accordance with the Cooperative Agreement, beginning with the first report due September 30, 2019 and on the last day of the month ending the quarter thereafter throughout the duration of this MOA, and until the completion of all projects, and all funds are expended in the approved Fiscal Year;

8) provide written quarterly financial reports on the projects to EMNRD with the first report due September 30, 2019 and on the last day of the month ending the quarter thereafter throughout the duration of this MOA, and until the completion of all projects, and all funds are expended in the approved fiscal year;

9) pay all costs of the project(s) over the amount set forth in this MOA;
and

10) maintain all equipment within the fire service organization for which it was purchased. The City may only transfer equipment purchased under this MOA upon EMNRD's written approval to a fire service organization that has an MOA with EMNRD for this funding.

4. **Term:** This MOA becomes effective on EMNRD's signature and shall be ongoing, unless terminated earlier terminated pursuant to Section 5, Termination, or Section 6, Appropriations, below.

5. **Termination:** Either party may terminate this MOA upon written notice delivered to the other at least 15 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

6. **Appropriations:** This MOA's terms are contingent upon the New Mexico Legislature, City Council, and DOE granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, either party may terminate this MOA, or in the alternative suspend performance pending approval of sufficient appropriation or authorization upon written notice from one party to the other. Either party's decision as to whether sufficient appropriations are available shall be final, binding and accepted by the other.

7. **Subcontracting**: Contractor shall not subcontract any portion of the services it performs under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval.

A. Contractor is required to provide EMNRD with evidence of competitive procurement for any subcontract, including records of advertisement of bid, proposals received and methods to select each subcontractor

B. Any subcontract shall include provisions necessary to allow Contractor to meet its obligations and requirements under this Agreement.

8. **Strict Accountability for Receipts and Disbursements**:

A. The City shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EMNRD, the Department of Finance and Administration, the New Mexico State Auditor, and DOE upon request, and shall maintain all such records for six years after the funding for each project has expired or has been terminated.

B. If the City receives \$750,000 or more in federal funding from all sources in the aggregate in a fiscal year, City's financial records involving services and procurement under this MOA shall be audited annually pursuant to all federal, state and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements, OMB Circular Compliance Supplement and Government Auditing Standards, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular. Contractors who do not meet the \$750,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. In order to comply with state audit requirements, City shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. City shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or on disk, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

9. **Disposition, Division, or Distribution of Property; Return of Surplus Funds**: Upon expiration or termination of this MOA, if either party has property or funds in its possession belonging to the other, it shall return the property or funds in proportion to the parties' original contribution.

10. **Equal Opportunity Compliance**: The City agrees 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 of the State of New Mexico, the City assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity be excluded from employment with or participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the City is found not to be in compliance with these requirements during the life of this MOA, the City agrees to take appropriate steps to correct these deficiencies.

11. **Compliance with Funding Source Conditions**: the City shall comply with all applicable state and federal statutes and rules and regulations the funding source imposes.

12. **Insurance Coverage**: By signing this MOA, Contractor certifies that activities described in Section 1 above are covered by insurance as specified within this Section, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party. City shall maintain continuous insurance coverage as specified below of the activities described in Section 1 above so long as this MOA is in effect. Failure to maintain such coverage is reason for this MOA's immediate termination. City shall notify EMNRD prior to cancellation or expiration of any insurance required under this MOA.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Workers' Compensation Act, NMSA 1978, § 52-1-1, *et seq.*, if applicable. If City fails to comply with the Workers' Compensation Act and applicable rules when required to do so, EMNRD may terminate this MOA.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

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

14. **Amendment**: This MOA shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT**

By:  Date: 9/12/19
Cabinet Secretary or Designee

CITY OF LAS VEGAS

By: Ann M. Gallegos Date: 8/30/19
Authorized Representative Signature

Ann M. Gallegos, Interim City Manager
Printed Name and Title

"645"

NEW MEXICO FINANCE AUTHORITY

ATTN: PPRF ADMIN TEAM
207 SHELBY ST
SANTA FE, NM 87501

(505) 984-1454
FAX (505) 992-9635

Activity Statement

Mailing Address:
DW - LAS VEGAS, CITY OF
ATTN: FINANCE DIRECTOR
1700 NORTH GRAND AVENUE
LAS VEGAS, NM 87701

Property/Project Address:
D. NTY DW-3043
REHAB 3 CITY WATER TANKS

Loan Number: LASVEGAS27
Statement as of: 12/10/2019
Interest Paid to: 05/01/2019

Period Beginning: 11/01/2019
Period Ending: 11/30/2019

Leslie Medina
(505) 231-5297

Account Activity

Date	Transaction Type	Activity Type	Memo	Amount	Balance	Due for
11/01/2019	Reg Balance	1300 Principal			194,222.00	
11/01/2019	Reg Balance	4015 Administrative Fee			1,810.15	
1020 Cash - Debt Servicing						
11/01/2019		BEGINING BALANCE			2,958.51	
11/01/2019	Disbursement	Disbursement	11/1/2019 DEBT SERVICE PMT	-236.97	2,721.54	11/01/2019
11/02/2019	Adjustment	Adjustment	Adj for Revised D/S Schedule	6,557.78	9,279.32	00/00/0000
11/30/2019	Receipt	Interest Earned	NOVEMBER 2019 INTEREST	15.92	9,295.24	00/00/0000
11/30/2019		ENDING BALANCE			9,295.24	
1300 Principal						
11/01/2019		BEGINING BALANCE			194,222.00	
11/02/2019	Adjustment	Adjustment	Adj for Revised D/S Schedule	4,648.00	199,574.00	00/00/0000
11/30/2019		ENDING BALANCE			189,574.00	
4010 Interest						
11/01/2019		BEGINING BALANCE			11,193.36	
11/02/2019	Adjustment	Adjustment	Adj for Revised D/S Schedule	-11,193.36	0.00	00/00/0000
11/30/2019		ENDING BALANCE			0.00	
4015 Administrative Fee						
11/01/2019		BEGINING BALANCE			1,810.15	
11/01/2019	Receipt	Adjustment	11/1/2019 ADM ADJ	236.97	2,047.12	11/01/2019
11/02/2019	Adjustment	Adjustment	Adj For Revised D/S Schedule	-12.42	2,034.70	00/00/0000
11/30/2019		ENDING BALANCE			2,034.70	

Int Inc
(15.92)

Interest Reimbursement
(11,193.36)

Adm
236.97
(12.42)
224.55

Principal
4648.00

Cash
2958.51
6557.78
(236.97)

15.92 Int
9295.24

DEC 13 RECD

D8

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 03/02/20

DEPT: SENIOR CENTER

MEETING DATE: 03/18/20

ITEM/TOPIC: Resolution 20-12 Authorizing submission of the area plan to Non-Metro Area Agency on Aging for the City of Las Vegas Senior Center Program.

ACTION REQUESTED OF COUNCIL: *Adopt Resolution 20-12 Authorizing submission of the area plan to Non-Metro Area Agency on Aging for the City of Las Vegas Senior Center Program.*

BACKGROUND/RATIONALE: The North Central New Mexico Economic Development District (NCNMEDD), Non-Metro Area Agency on Aging (Non-Metro AAA) is accepting proposals for the provision of services to the elderly, to include, but not limited to, congregate meals, home delivery meals, transportation/assisted transportation, homemaker/chore services, case management services, etc. NCNMEDD Non-Metro AAA will make funding available from the Older Americans Act (OAA) of 1965 and the State Appropriations through annual contract agreements.

STAFF RECOMMENDATION: Adoption

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.

Wanda Salazar By J.R.
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Vincent Howell

**VINCENT HOWELL,
MAYOR**

**TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)**

Ann Marie Gallegos

**ANN MARIE GALLEGOS,
INTERIM CITY MANAGER**

**PURCHASING AGENT
(FOR BID/RFP AWARD)**

**ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)**

CITY OF LAS VEGAS
RESOLUTION NUMBER 20-12

A RESOLUTION AUTHORIZING SUBMISSION OF THE AREA PLAN TO NON-METRO AREA AGENCY ON AGING FOR THE SAN MIGUEL COUNTY SENIOR CENTER PROGRAM FOR THE CITY OF LAS VEGAS

WHEREAS, the City of Las Vegas has determined that there is a need to provide services for senior citizens; and

WHEREAS, the seniors were afforded the opportunity to submit suggestions and recommendations at advertised public hearings; and

WHEREAS, the City of Las Vegas authorizes the submission of an area plan to Non-Metro Area Agency on Aging.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, that Ann Marie Gallegos, Interim City Manager for the City of Las Vegas is authorized to sign and enter into a contract(s) and sign off on all official documents with Non-Metro Area Agency on Aging.

ADOPTED by the Governing Body at its meeting of March _____, 2020.

CITY OF LAS VEGAS:

VINCENT HOWELL, MAYOR

ATTEST:

Casandra Fresquez, City Clerk

Approved as to Legal Sufficiency Only

City of Las Vegas Attorney

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 03/06/20

DEPT: Public Works

MEETING DATE: 03/18/20

ITEM/TOPIC: Award bid # 2020-06 for the Reconstruction of Mountain View, Keen St., West National Ave. to Rocky Road Gravel for the Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements, and Miscellaneous Construction.

ACTION REQUESTED OF COUNCIL: *Award bid # 2020-06 to Rocky Road Gravel*

BACKGROUND/RATIONALE: *Mountain View, Keen St. and West National Ave road ways are in dire need of rehabilitation to improve driving conditions and safety for the City of Las Vegas Traveling Public.*

Advertised: *January 15, 2020 Las Vegas Optic, Albuquerque Journal and the City website.*

Bid Opening: *February 05, 2020*

Number of Bidders: 3	<i>Rocky Road Gravel</i>	<i>\$537,667.50 excluding GRT</i>
	<i>Hays Plumbing & Heating</i>	<i>\$716,810.95 excluding GRT</i>
	<i>Star Paving</i>	<i>\$763,749.75 excluding GRT</i>

STAFF RECOMMENDATION: **Award Bid # 2020-06**

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:



VINCENT HOWELL
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 5-Feb-2020

OPENING NO.: 2020-06

TIME: 2:00 PM

DEPARTMENT: **PUBLIC WORKS**

LOCATION: City of Las Vegas Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S): **RE-BID MOUNTAIN VIEW DRIVE IMPROVEMENTS AND
KEEN ST. AND WEST NATIONAL AVE RECONSTRUCTION**

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Rocky Road Gravel	Lot 1 310,880.00		✓	✓	✓
	Lot 2 226,787.50				
2	Total 537,667.50				
3 Hay Plumbing & Heating	Lot 1 420,510.95		✓	✓	✓
	Lot 2 296,300.00				
4	Total 716,810.95				
5 Star Paving Company	Lot 1 429,694.75		✓	✓	✓
	Lot 2 334,055.00				
6	Total 763,749.75				

COMPANY REPRESENTATIVE

COMPANY NAME

1	<i>[Signature]</i> Owen Malheur	Rocky Road Gravel
2	Randy HAYS	HAYS PDH
3	Jonah Ruybalid	ndz ea corbin
4	Dominic Gray	CLV
5	Chris Cruz	Star Paving Co.
6	Rebecca Martinez	CLV
7	<i>[Signature]</i>	CLV Purchasing
8	<i>[Signature]</i>	CLV INVENTOR.
9	Daniel Curule	CLV Public Works
10		

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

[Signature]
DATE: 2-5-20

OPENED BY: FINANCE DEPARTMENT

[Signature]
DATE: 2-5-20

COPIES TAKEN BY DEPT:

[Signature]
DATE: 2-5-20

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

Bid Lot 1 - MAP (L400321, L400474) Mountain View Drive (Grant Avenue to Longview Drive)						
					Unit Price	Amount
1	206000	Remove and Dispose of Existing Subgrade.	CY	650	\$ 15 ⁰⁰	\$ 9750 ⁰⁰
2	207000	12-inch Subgrade prep.	SY	1,250	\$ 6 ⁰⁰	\$ 7500 ⁰⁰
3	303010	Provide and Install Base Course Including Compaction, 12-inch.	SY	1,250	\$ 12.50	\$ 15625 ⁰⁰
4	407000	Tack Coat Material.	TON	4	\$ 1000 ⁰⁰	\$ 4000 ⁰⁰
5	408100	Prime Coat Material.	TON	4	\$ 1000	\$ 4000 ⁰⁰
6	414130	Cold Milling, 2-inch.	SY	3,175	\$ 3 ⁰⁰	\$ 9525 ⁰⁰
7	414130	Cold Milling, 4-inch.	SY	2,150	\$ 5 ⁰⁰	\$ 10750 ⁰⁰
8		Provide and Install Geogrid where shown on Plans as part of Pavement Section 1.	SY	1,250	\$ 6 ⁰⁰	\$ 7500 ⁰⁰
9	423282	HMA SP-IV, 2-inch.	SY	3,175	\$ 17 ⁰⁰	\$ 53975 ⁰⁰
10	423282	HMA SP-IV, 1.5-inch.	SY	2,150	\$ 16 ⁰⁰	\$ 34400 ⁰⁰
11	423282	HMA SP-III, 2.5-inch.	SY	2,150	\$ 19 ⁰⁰	\$ 40850 ⁰⁰
12	570000	Provide and Install 6-inch x 24-inch Concrete Curb and Gutter upon direction from Engineer.	LF	80	\$ 40 ⁰⁰	\$ 3200 ⁰⁰
13		Remove and Dispose of Existing Curb and Gutter upon direction from Engineer.	LF	80	\$ 10 ⁰⁰	\$ 800 ⁰⁰

Bid Lot 1 - MAP (L400321, L400474) Mountain View Drive (Grant Avenue to Longview Drive) (continued)						
14	601000	Removal of Structures and Obstructions (Remove and Dispose of Sign and Base Posts).	LS	1	\$ 2500	\$ 2500 ⁰⁰
15	603281	SWPPP Prep and Maintenance.	LS	1	\$ 15000	\$ 15000 ⁰⁰
16	617000	Video Taping.	LS	1	\$ 1000 ⁰⁰	\$ 1000 ⁰⁰
17	618000	Traffic Control Management.	LS	1	\$ 5000 ⁰⁰	\$ 5000 ⁰⁰
18	621000	Mobilization Insurance and Bonds.	LS	1	\$ 18,000.00	\$ 18,000.00
19	621000	Demobilization and Closeout.	LS	1	\$ 5,000.00	\$ 5,000.00
20	662400	Manhole Adjustment, Complete.	EA	4	\$ 2000	\$ 8000 ⁰⁰
21	663855	Adjust Valve Box to Grade.	EA	8	\$ 750 ⁰⁰	\$ 6000 ⁰⁰
22	701000	Panel Signs.	SF	29.25	\$ 100	\$ 2925 ⁰⁰
23	701100	Steel Post and Base Post for Aluminum Panel Sign.	LF	25.5	\$ 50 ⁰⁰	\$ 1275 ⁰⁰
24	704000	Retroreflectorized Markings, 4-inch, white.	LF	1,960	\$ 150	\$ 2940 ⁰⁰
25	704000	Retroreflectorized Markings, 4-inch, Yellow.	LF	2,060	\$ 175	\$ 3605 ⁰⁰
26	704763	Retroreflectorized Pavement Marking, 24-inch, Wide.	LF	180	\$ 12 ⁰⁰	\$ 2160 ⁰⁰
27	801000	Construction Staking by the Contractor.	LS	1	\$ 8100	\$ 8100 ⁰⁰
28	802000	Post Construction Plans.	LS	1	\$ 5000	\$ 5000 ⁰⁰
29		Laboratory Testing.	ALLOW	1	\$ 7,500.00	\$ 7,500.00
30		Pre-Authorized Construction Changes.	ALLOW	1	\$ 15,000.00	\$ 15,000.00

TOTAL BID LOT 1 - AMOUNT, Exclusive of New Mexico Gross Receipts Tax (NMGRT): \$ 310880⁰⁰

Bid Lot 2 - COOP (L400397, L400446) Keen Street (Grant to W. National (Keen to Salazar)						
1	206000	Remove and Dispose of Existing Subgrade.	CY	300	\$ 15 ⁰⁰	\$ 4500 ⁰⁰
2	207000	12-inch Subgrade Prep.	SY	1,625	\$ 6 ⁰⁰	\$ 9750 ⁰⁰
3	208000	Linear Grading.	MILE	0.3	\$ 40,000 ⁰⁰	\$ 12000 ⁰⁰
4	303010	Provide and Install Base Course Including Compaction, 6-inch.	SY	2,900	\$ 650	\$ 18850 ⁰⁰
5	407000	Tack Coat Material.	TON	3	\$ 2000 ⁰⁰	\$ 6000 ⁰⁰
6	408100	Prime Coat Material.	TON	3	\$ 2000 ⁰⁰	\$ 6000 ⁰⁰
7	415000	Pavement Surface Restoration Including Pulverization.	SY	1,625	\$ 8 ⁰⁰	\$ 13000 ⁰⁰
8	423282	HMA SP-III, 3-inch.	SY	1,175	\$ 1950	\$ 22912.50
9	423282	HMA SP-IV, 1.5-inch.	SY	475	\$ 16 ⁰⁰	\$ 7600 ⁰⁰

Bid Lot 2 - COOP (L400397, L400446) Keen Street (Grant to W. National (Keen to Salazar) (continued)						
10	423282	HMA SP-III, 2.5-inch.	SY	475	\$ 19 ⁰⁰	\$ 9025 ⁰⁰
11	570000	Provide and Install 6-inch x 18-inch Concrete Curb and Gutter upon direction from Engineer.	LF	460	\$ 40 ⁰⁰	\$ 18400 ⁰⁰
12		Provide and install 24-inch Culvert Pipe.	LF	50	\$ 75 ⁰⁰	\$ 3750 ⁰⁰
13	601000	Removal of Structures and Obstructions.	LS	1	\$ 5000 ⁰⁰	\$ 5000 ⁰⁰
14	602000	Provide and Install Rip Rap, Class A.	CY	130	\$ 100 ⁰⁰	\$ 13000 ⁰⁰
15		Provide and Install Filter Fabric beneath Rip Rap.	SY	300	\$ 7 ⁰⁰	\$ 2100 ⁰⁰
16	603281	SWPPP Prep and Maintenance.	LS	1	\$ 15000 ⁰⁰	\$ 15000 ⁰⁰
17	617000	Video Taping.	LS	1	\$ 1000 ⁰⁰	\$ 1000 ⁰⁰
18	618000	Traffic Control Management.	LS	1	\$ 5,500 ⁰⁰	\$ 5,500 ⁰⁰
19	621000	Mobilization Insurance and Bonds.	LS	1	\$ 15,000.00	\$ 15,000.00
20	621000	Demobilization, Closeout.	LS	1	\$ 4,000.00	\$ 4,000.00
21	663855	Adjust Valve Box to Grade.	EA	2	\$ 900	\$ 1800 ⁰⁰
22	701000	Panel Signs.	SF	80	\$ 70 ⁰⁰	\$ 5600 ⁰⁰
23	701100	Steel Post and Base Post for Aluminum Panel Sign.	LF	60	\$ 50	\$ 3000 ⁰⁰
24	801000	Construction Staking by the Contractor.	LS	1	\$ 9000 ⁰⁰	\$ 9000 ⁰⁰
25	802000	Post Construction Plans.	LS	1	\$ 5000 ⁰⁰	\$ 5000 ⁰⁰
26		Laboratory Testing.	ALLOW	1	\$ 5,000.00	\$ 5,000.00
27		Pre-Authorized Construction Changes.	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID LOT 2 - AMOUNT, Exclusive of NMGRT: \$ 226787.50

TOTAL BID LOTS 1 AND 2 - AMOUNT, Exclusive of NMGRT \$ 537667.50

Contract will be awarded based on the Total Bid Amount which includes the sum of Bid Lots 1 and 2 exclusive of NMGRT. Owner reserves the right to award 1 of the 2 Bid Lots based on the total Bid amount.

Unit Prices have been computed in accordance with Paragraph 11.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

MOLZENCORBIN

February 10, 2020

Mr. Daniel Gurule
Project Manager
City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

**RE: Information for Consideration of Award
Mountain View Drive (MAP L400321; L400474), Keen Street, and
West National Avenue (COOP L400397; L400446)**

LVG173-12

Dear Mr. Gurule:

The City of Las Vegas received three (3) Bids on February 5, 2020 for the above-mentioned project. A summary of the Bids received and the Engineer's Estimate is provided on the enclosed Bid Tabulation and Bid Evaluation Summary.

The apparent low Bidder was Rocky Road Gravel, LLC for Bid Lot No. 1 Bid Amount of \$310,880.00, Bid Lot No. 2 Bid Amount of \$226, 787.50, and for the Total Bid Amount of \$537,667.50 excluding New Mexico Gross Receipts Tax (NMGRT). The Total Bid including NMGRT is \$582,808.99.

The second ranked Bidder was Hays Plumbing & Heating, Inc. for Bid Lot No. 1 Bid Amount of \$420,520.95, Bid Lot No. 2 Bid Amount of \$296,300.00, and for the Total Bid Amount of \$716,810.95 excluding NMGRT. The Total Bid including NMGRT is \$776,992.96.

Rocky Road Gravel, LLC is a registered Contractor in the State of New Mexico, active MM98, GF08, GF09, GA01, GB98 with License No. 82303. We have verified this information with Contractor Listing Services, Inc. (www.public.psiexams.com).

- The Surety for the Bid Bond is Argonaut Insurance Company NAIC #19801. As required, the Surety is listed on Federal Circular 570 and licensed to do business in the State of New Mexico to an underwriter's limit of \$89,568,000.00. We have verified this with the U.S. Department of Treasury's listing of approved Sureties approved to conduct business in the State of New Mexico (www.fms.treas.gov/c570).
- Rocky Road Gravel, LLC did not list any subcontractors, did not list a striping subconsultant, and is not licensed for striping work.

Mr. Daniel Gurule
February 10, 2020
Page 2

- Rocky Road Gravel, LLC submitted all required Bid Forms, but did not acknowledge receipt of Addenda No.1 and No. 2.

We understand that the Owner reserves the right to award or reject any Bid, as well as waive any technical irregularities in the Bids. Should the City decide to award the project, please let us know and we will provide the City with the appropriate Notice of Award form.

Please call me or Mr. Kevin Eades, P.E., Executive Vice President, at (505) 242-5700, if you have any questions or need additional information.

Sincerely,

MOLZEN CORBIN



Jonah Ruybalid, P.E.

JR:scc

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE 3-4-20

DEPT: CD

MEETING DATE: 3/18/20

ITEM/TOPIC: CES Contract Sites Southwest

ACTION REQUESTED OF COUNCIL: Approval/Disapproval the City entering into a Contract with Sites Southwest utilizing the Cooperative Educational Services (CES) services.

BACKGROUND/RATIONALE: The City of Las Vegas received a Capital Outlay appropriation in May of 2019. The City of Las Vegas would like to enter into an CES agreement with Sites Southwest to begin the Plan and Design of the El Creston Public Park utilizing the CES process that is 100% compliant with the NM Procurement Code.

STAFF RECOMMENDATION: Approve the City of Las Vegas entering into a CES Contract with Sites Southwest.

COMMITTEE RECOMMENDATION: N/A

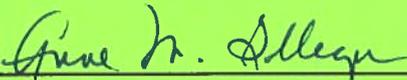
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


VINCENT HOWELL
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)



Robert Archuleta, Grants Writer and Administrator
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

Re: Proposal for El Creston Park, City of Las Vegas, New Mexico

Dear Robert,

Sites Southwest would first like to thank the City of Las Vegas for your request for a proposal for this great improvement project for your parks system! As you know, we have a CES contract and we are very excited to put a proposal together for the project.

As you will see below in our brief proposal, we started with our understanding of your project goals based on your letter to make sure that we agree about the direction that you want to take the park design. We then included a description of the design work starting with a conceptual master plan before we do any final design. This will let you see all that the park can be, but also allows us to narrow down the design to your budget. This way you aren't paying us to design what you cannot afford to construct. Below that, we have provided general costs for construction for some of the considerations that you gave us in your bulleted list.

Lastly, as we discussed, if after you have read the proposal, we missed the mark in some way and you would like us to revise the proposal we would be happy to modify it to meet your needs.

PROJECT UNDERSTANDING

All neighborhoods deserve a place for recreation. Older kids need a corner where they can play basketball and children need playgrounds to exercise and release energy. Families should also have a place that they can go to have a picnic, take a walk or just relax in the shade of a tree. El Creston Park can be that place for the neighborhood and through the outstanding grant writing work that you did, that dream can be realized!

By review of your request for design services, and our discussion on the phone, I appreciate that the park needs some upgrades. We are happy to help with this as we have done in other communities. The existing playground for the park is small and could benefit from new equipment, potentially with a range of equipment for various age groups (preteen and teen) and resilient safety surfacing. We also understand that you would like to include a basketball court as you mentioned. The playground appears to lack ADA accessibility from the sidewalk along El Creston Circle so a connection to the sidewalk and potentially an accessible parking space would be a positive addition and required by the ADA if the park is rehabilitated. Regarding the pole light and service poles near the playground and the idea of a solar light we wholeheartedly agree. Security is important and with proper lighting and use of solar technology, we could help make that a sustainable concept. Making the park more welcoming would be an excellent idea. We suggest removing the fence along the street side of the park along with other creature comforts like more park furniture, landscaping and grass with

design of construction ready plans and bid documents. At that point we will return to the office, finalize the Conceptual Master Plan and then be able to move to Phase II, Design. We should also note that a Conceptual Master Plan has the added benefit of giving you a marketing tool which can be used for other grant applications and legislative requests.

Fee for Conceptual Design: \$ 3,702.00, Lump Sum, Plus Gross Receipts Tax

Once we have decided which portions of the park you would want to design based on the Conceptual Master Plan, we can then provide you with a fee for final design of just those park elements. This will save money and Las Vegas will only pay us to design what is budgeted. To give you some idea of what the construction of park improvements cost, I have provided you a general list of park costs below as you requested in your letter:

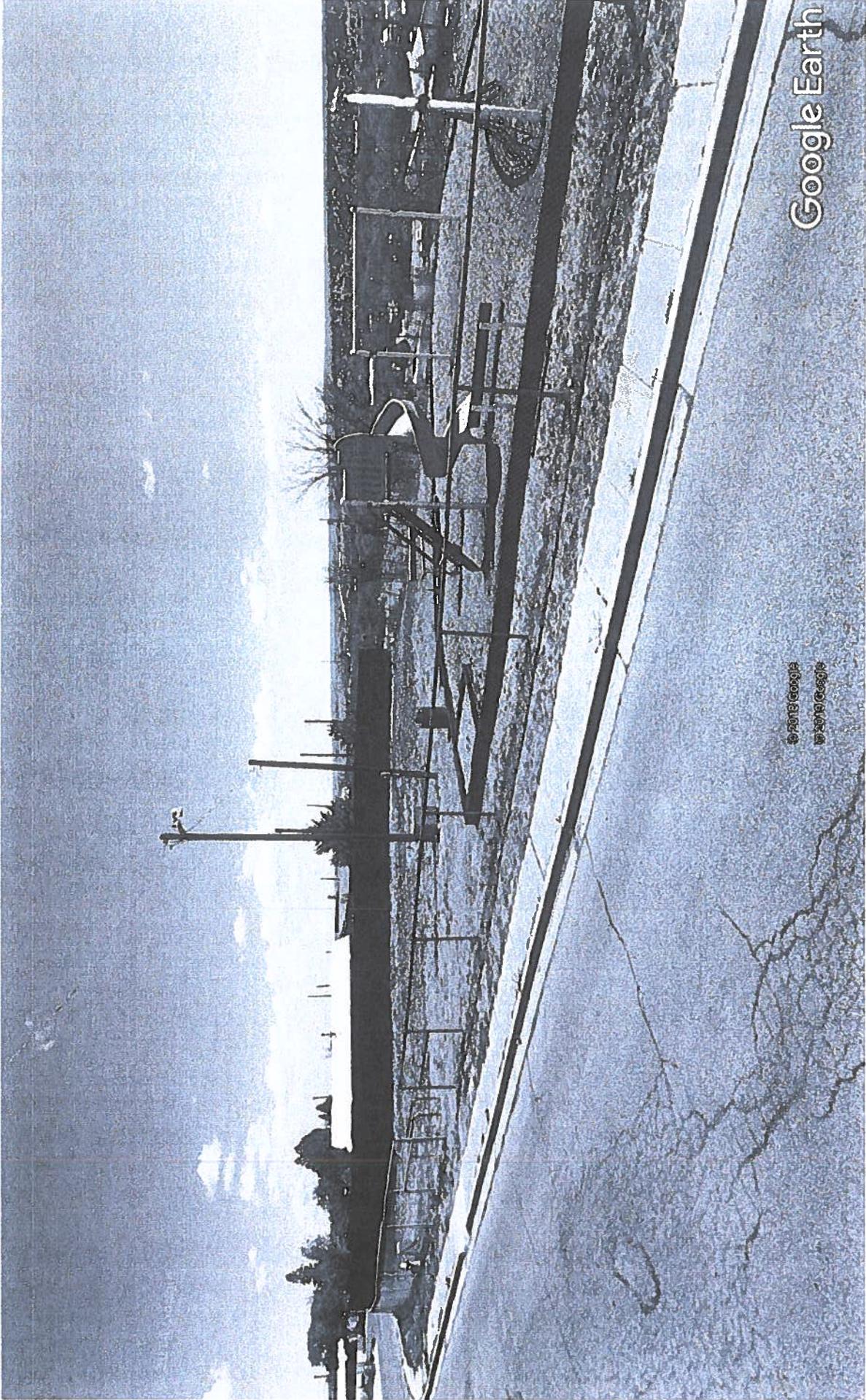
- **Playgrounds** – Generally playgrounds cost approximately \$25,000 to \$30,000 at the low end and \$50,000 to \$60,000 at the high end.
- **Turf, Landscaping and Irrigation** – El Creston Park is approximately 25,000 square feet in size based on my review in Google Earth. Generally turf, landscaping and irrigation costs approximately \$2.50/square foot at the low end and \$4.50/square foot at the high end for construction costs. So to landscape El Creston Park it would cost between \$62,500 at the low end and \$112,500 at the high end (not including the playgrounds, basketball courts, etc...). This cost range is also dependent on the density (number of plants) of the landscaping.
- **Shade Structures** – Generally shade structures cost between \$20,000 to \$40,000 depending on their size.

Our team is ready and excited to make the park improvements. We are eager to assist the City of Las Vegas and New Mexico Mainstreet with this great community asset!

Thanks Robert, and we look forward to working with you on the project!

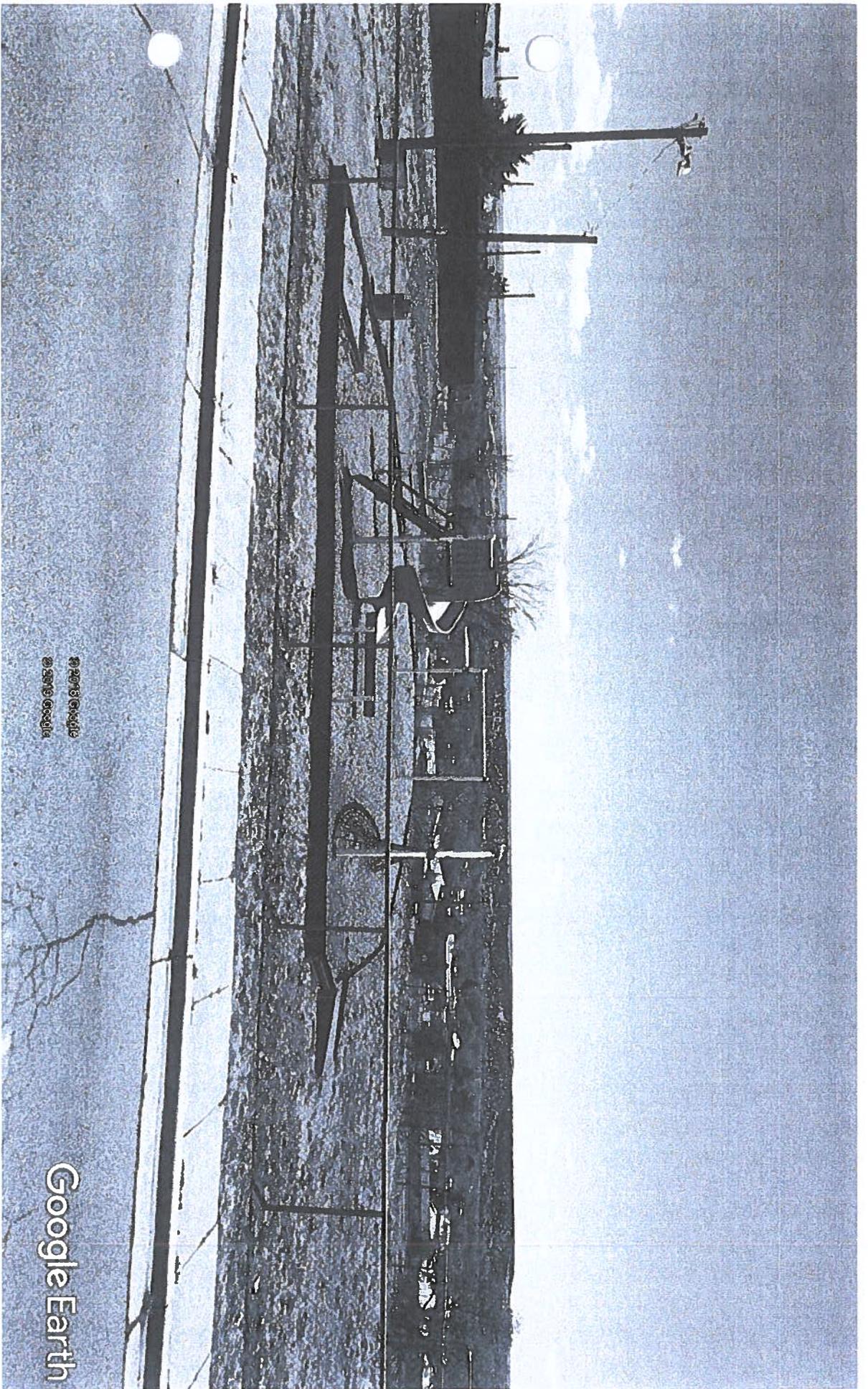
Sincerely,

George Radnovich, FASLA
Senior Principal, Sites Southwest



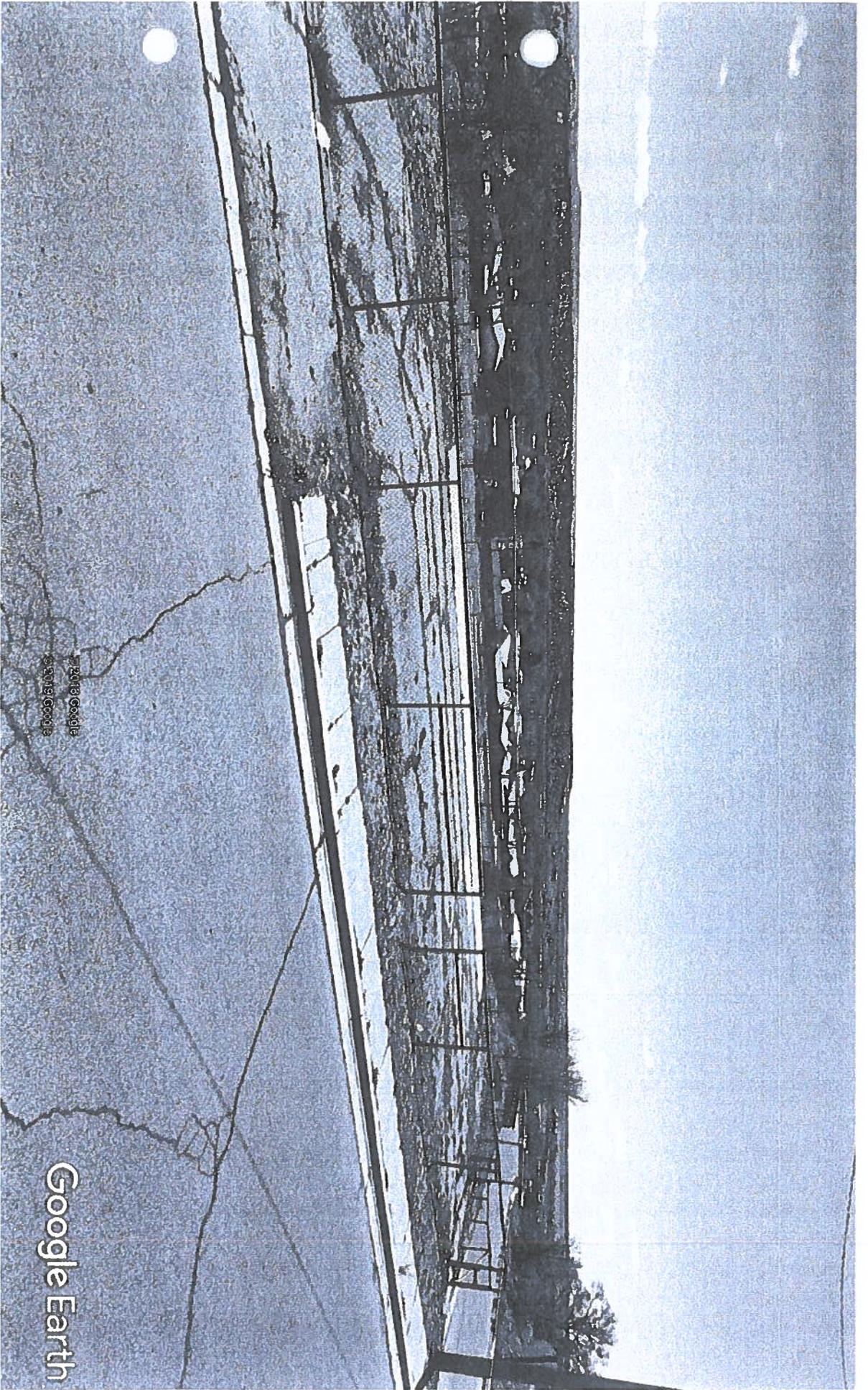
Google Earth

© 2013 Google
TM & ® Google



© 2013 Google
© 2013 Google

Google Earth



© 2018 Google
© 2019 Google

Google Earth



City of Las Vegas

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

Madam Mayor Tonita Gurulé-Girón

Memo

To: Ann Marie Gallegos, Interim City Manager
From: Robert Archuleta, Grants Writer/Administrator *RA*
Subject: CES Quote Sites Southwest for El Creston Park
Date: 10/28/19

Attached you will find a CES quote from Sites Southwest for Landscape Architectural Services for professional design scope of service/cost breakdown for El Creston Park. The estimated cost is approximately \$3,702.00 plus GRT for plan and design of the park.

As part of this quote, they will provide different options and costs to ensure that we maximize the best use of the Capital Outlay Funds.

Please let me know if you wish to proceed with this Contractor. We will need a P.O. to send to CES NM and begin the process.

Thank you.



City of Las Vegas

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

Madam Mayor Tonita Gurulé-Girón

September 12, 2019

George Radnovich,
Sites Southwest . LLC
121 Tijeras NE Ste. 3100
Albuquerque, NM 87102

RE: Quote for Architectural and Landscape Design Services/Construction
Ready Documents: El Creston Park

Dear George,

The City of Las Vegas is ready to proceed with a plan, design, and construction of the El Creston Park located at the El Creston Subdivision in the City of Las Vegas.

The City of Las Vegas is requesting a quote under CES Services from Sites Southwest to develop the plan, design, and construction costs including construction bid documents for the park and construction oversight.

The fiscal agent for this project is the City of Las Vegas and all funding will be managed through the City of Las Vegas. Please provide a quote for services as outlined in page 2 of this letter and please complete the quote no later than September 30, 2019 if possible.

If you are in need of further information, please do not hesitate to call me at 505-454-1401 Ext. 1606. Thank you so much and I look forward to hearing from you.

Sincerely,

Robert Archuleta, Grants Writer/Administrator
City of Las Vegas

Cc: AMG



City of Las Vegas

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

Madam Mayor Tonita Gurulé-Girón

As part of this quote, please review the following considerations:

- ✓ size of the park property, length by with, and
- ✓ size of the current playground length by with, and
- ✓ "potential" cost of lighting (LED solar);
- ✓ playground park design including safety features such as soft safety padding for example, and
- ✓ some benches and picnic tables for children/parents, and
- ✓ ADA compliance, and
- ✓ sidewalk/walking track for parents, and
- ✓ fencing/trash receptacles, and
- ✓ playground design for small toddlers/children, and
- ✓ playground design for 6-14, and
- ✓ grass areas, and
- ✓ retaining safety wall or fence, and
- ✓ relocating service poles, and
- ✓ basketball court (if possible), and
- ✓ shade structures, and
- ✓ trees, flowers, and/or potential landscaping.
- ✓

Note: A large portion of grant funding that the City of Las Vegas has received will be to replace the existing playground. However, as stated previously, the park has potential to be significantly improved than just replacement of a playground.

The quote should be covered in three parts:

- ✓ Cost for plan and design
- ✓ Construction costs
- ✓ Construction ready bid documents in preparation for RFP for Construction and construction oversight.

The property is located at 613 El Creston Circle and the latitude and longitude coordinates are 35° 34'49.42 N and 105° 13'32.92 W. Pictures of the park are attached to this letter.



STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

RECEIVED
DFA LOCAL GOVT. DIV.
2019 MAY 15 PM 12: 12

BATAAN BLDG. RM 202
SANTA FE, NM 87501

THIS AGREEMENT is made and entered into as of this ___ day of _____, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the City of Las Vegas, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2019, Chapter 277, Section 34, Para. 356, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

19-D3157 \$70,000.00 Appropriation Reversion Date: 30-JUN-23
Laws of 2019, Chapter 277, Section 34, Paragraph 356, Seventy Thousand Dollars (\$70,000.00) to plan, design and construct improvements to municipal parks in Las Vegas in San Miguel county.

The Grantee's total reimbursements shall not exceed Seventy Thousand Dollars (**\$70,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Zero Dollars (**\$0.00**), which equals Seventy Thousand Dollars (**\$70,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse^[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
 - C. Project funds shall not be used for purposes other than those specified in the Project Description.
 - D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: City of Las Vegas
 Name: Ann Marie Gallegos
 Title: Interim City Manager
 Address: 1700 North Grand, Las Vegas, NM, 87701
 Email: amgallegos@lasvegasnm.gov
 Telephone: 505-454-1401

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee: City of Las Vegas
 Name: Tana Vega
 Title: Interim Finance Director
 Address: 1700 N. Grand Ave., Las Vegas, NM, 87701
 Email: tana@lasvegasnm.gov
 Telephone: 505-454-1401

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Ms. Donna J Stewart
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: DonnaJ.Stewart@state.nm.us
Telephone: 505-827-4972

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2023**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Las Vegas** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Las Vegas's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Las Vegas**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Las Vegas** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Las Vegas** may early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Las Vegas's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be ammended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Las Vegas
Entity Name

By: Ann Marie Gallegos
(Type or Print Name)

Its: Interim City Manager
(Type or Print Title)


Signature of Official with Authority to Bind Grantee

5/9/19
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Its: Division Director


Signature

17 MAY 19
Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____ \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

¹ Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE 3-4-20

DEPT: CD

MEETING DATE: 3/18/20

ITEM/TOPIC: CES Contract Fanning Bard Tatum (FBT) Architects dba "Groundwork Studio"

ACTION REQUESTED OF COUNCIL: Approval/Disapproval the City entering into a Contract with Groundwork Studio utilizing the Cooperative Educational Services (CES) services.

BACKGROUND/RATIONALE: The City of Las Vegas received a Capital Outlay appropriation in May of 2019. The City/County provided matching funds toward the project. The City of Las Vegas would like to enter into an agreement with Groundwork Studio to begin the Plan and Design of the Riverwalk from Mills to Prince Drive utilizing the CES process that is 100% compliant with the NM Procurement Code.

STAFF RECOMMENDATION: Approve the City of Las Vegas entering into a CES Contract with Groundwork Studio.

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.



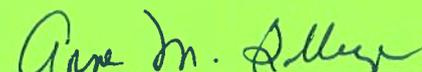
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



VINCENT HOWELL
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE

What is the process for ordering through CES?



Select Procurement Partner (Vendor) from CES Blue Book;

Contact Procurement Partner and request quote;

Create Purchase Order (PO) to CES, referencing selected Procurement Partner; and

Send PO and quote to CES.

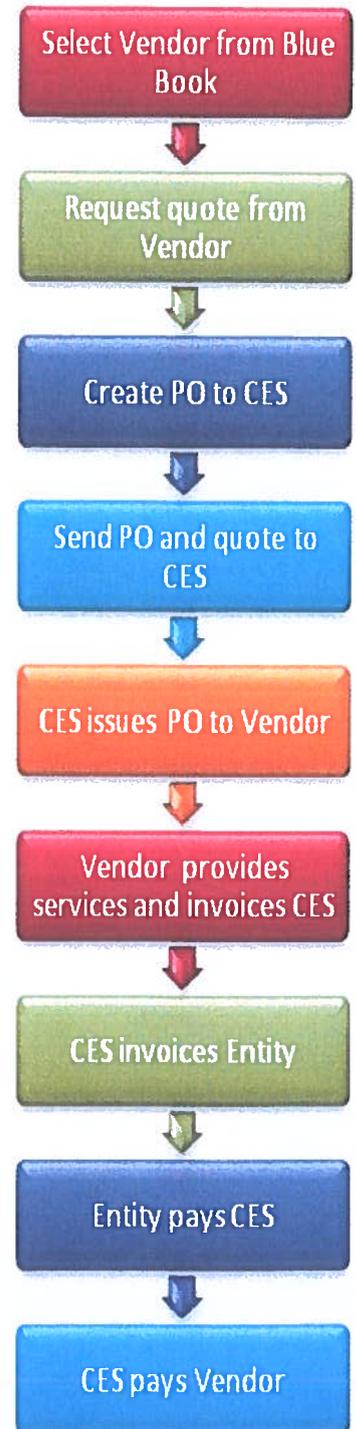
CES will check pricing against our contract, verify all required paperwork has been received from Procurement Partner and issue PO to Procurement Partner from CES.

Procurement Partner will provide services to Entity and will invoice CES.

CES will invoice Entity.

Entity will pay CES.

CES will pay Procurement Partner.



For any other questions regarding doing business with CES, please contact our Business Office (505) 344-5470 or your Member Service Representative.

Food Purchasing

Utilization of the food contract from CES eliminates the administrative functions and time required for bid preparation, solicitation, advertisement, evaluation and award process while leveraging the purchasing power of cooperative procurement. It reduces the time required by a food service director or manager to perform these functions, resulting in time and labor savings for our members. The ultimate goal of CES Food Procurement is to provide to its Members and Participating Entities the opportunity to acquire quality food at the best possible cost.

Food contracts are for an initial one-year period with 90-day price adjustments, contract expiration and any extensions are specified in the applicable RFP; additionally, milk prices are adjusted monthly and produce prices are adjusted weekly. Bid items reflect the needs and wants of the end user – the Members' food service department. Nutritional data is supplied by the vendor to CES and is available for any of the Members in preparation of nutritional data books required by the USDA Student Nutrition Meal Programs.



Participating Entities

In accordance with the terms and conditions of its JPA, CES Board Policies and the New Mexico Procurement Code, CES has established another group of user agencies called "Participating Entities," utilizing a cooperative purchasing agreement. This agreement allows local public bodies and public agencies to take advantage of CES' cooperative purchasing program. There is no application fee for the entity; no annual membership fee for the entity; and there is a 1.25% administrative fee embedded in the vendor's contract price.

The CES JPA provides for cooperative procurement in accordance with the New Mexico State Procurement Code 13-1-135 NMSA 1978.

The procurement code authorizes local public bodies and state agencies to take advantage of cooperative procurement through the CES JPA. While membership in the JPA is limited to public educational institutions, the Board Policy provides for non-member Participating Entities to use CES' programs. The following entities are allowed to enter into a Participating Entity agreement with CES.

- A. **Federal Agency [25 USC 3001 (4)]** is defined as any department, agency, or instrument of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishment in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.
- B. **State Agency [13-1-90 NMSA 1978]** is defined as any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or office of the executive, legislative or judicial branch of the government of this state. "State Agency" includes the purchasing division of the General Services Department (GSD) and the state purchasing agent, but does not include local public bodies.
- C. **Local Public Body [13-1-67 NMSA 1978]** is defined as a political subdivision of the state and its agencies, instruments and institutions thereof, including: two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code [13-1-28 NMSA 1978]
- D. **Non-Profit, Non-Public Educational institutions and other Non-Profit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code)** is defined as charitable, religious, educational, public service, support and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

Contact: Billy Ramirez Phone #: 505-884-9019 X20108 Toll Free #:
 Email: billy.ramirez@fsgi.com Fax #: 505-884-4022
 Contact: Fred Kondash - AEPA Contract Phone #: 855-642-1109 ext 1 Toll Free #:
 Email: aepa@fsgi.com

Contract #	Category Description
16-05CB-C308-4	On-Call Electrical Maintenance and Related Products (Individual Project Cost of Less than \$25,000) Region 4
18-015N-A201-ALL	LED Lighting
18-0198-R101-123478	RSMeans - JOC Source of Electrical Construction Products and Services Regions 1, 2, 3, 4, 7, 8
18-0198-G104-123478	Gordian - JOC Source of Electrical Construction Products and Services Regions 1, 2, 3, 4, 7, 8

Facility Solutions Group founded in 1982, as a specialty lighting distributor, we represent all of the leading lighting manufacturers and can support all of your facility's needs. FSG's lighting design professionals are experts at computer-aided designs that produce high quality lighting solutions. All of our products, services, and solutions offer leading-edge high-efficiency lamps and fixture and advanced lighting controls to lower total cost of ownership.

FANNING BARD TATUM ARCHITECTS AIA, LTD

Address: One Park Square, 6501 Americas Parkway NE, Ste 300, Albuquerque, NM 87100 Website: www.fbtarch.com
 Contact: Sanjay Engineer, VP Phone #: 505-883-5200 Toll Free #:
 Email: sea@fbtarch.com Fax #: 505-884-5390
 Contact: Michele Carter Phone #: 505-833-5200
 Email: mc@fbtarch.com

Contract #	Solicitation Type / Category Description
19-01B-C101-ALL	Architectural and Landscape Architectural Design and Related Services

FBT Architects is a multi-disciplinary design firm founded in 1978, is celebrating 45 years in business with an award-winning portfolio in education, healthcare, civic, commercial and sustainable design projects. With our corporate office located in Albuquerque, New Mexico and a regional offices in Lubbock, TX and Colorado Springs, CO, we offer an experienced, dynamic, talented core staff of 45 people, including 19 licensed architects and engineers, and 11 LEED Accredited Professionals. FBT also offers specialized services including landscape architecture and interior design studios, and a structural and civil engineering subsidiary.

FARMINGTON CONSTRUCTION, INC.

Address: 1030 Walnut Dr., Farmington, NM 87401
 Contact: William L. Flack Phone #: 505-325-1853 Toll Free #:
 Email: fci52@outlook.com Fax #: 505-325-3481

Contract #	Category Description
16-05FB-C601-1	On-Call General Maintenance, Repair, Related Services (Project Cost of Less than \$25,000) Region 1
2020-09B-G1118-1	Gordian JOC General Construction (GB/GA/GF) Region 1
2020-09B-R1212-1	RS Means JOC General Construction (FB/GA/GF) Region 1

Farmington Construction has been in the construction industry for close to 60 years providing general construction products and services which include design, installation, maintenance and repair of all types of facilities in Region 1.

FARMINGTON HEATING & METAL, CO.

Address: 703 W Broadway, Farmington, NM 87401 Website: www.farmingtonheating.com
 Contact: Bryan McCarty Phone #: 505-325-4505 Toll Free #:
 Email: ces@farmingtonheating.com Fax #: 505-325-4506

Contract #	Category Description
16-05BB-C201-1	On-Call Plumbing, Mechanical Maintenance & Repair Services (Project Cost of Less than \$25,000) Region 1

Farmington Heating and Metal Co. provides Members and Participating Entities with technical expertise in heating, cooling and indoor air quality. They can provide these services within Region 1 for projects less then \$25,000.

FASTENATION, INC.

Address: 120 Brighton Road, Unit 2, Clifton, NJ 07012 Website: www.fastenation.com
 Contact: Elizabeth Rall Phone #: 800-876-9922 ext48 Toll Free #: 800-876-9922 ext48
 Email: erall@fastenation.com Fax #: 843-606-9633

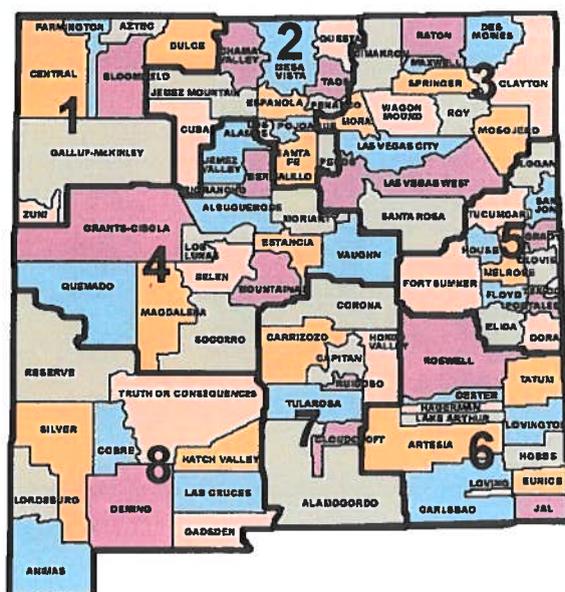
Contract #	Category Description
16-030N-C115-ALL	Classroom and Vocational Equipment, Supplies and Related Materials

Founded in 1997, provides a broad range of fasteners and converting services globally to more than 50 counties. The quality fasteners we market are from 3M™, Glue Dots International, Adhesive Applications and Velcro USA Inc. FASTENation® also manufacturers a complete line of table skirting clips, CD/DVD hubs and cable management systems. We provide custom converting services for all our fasteners: cutting, rotary die cutting, slitting, assembling (ultrasonic welding or sewing), packaging and/or barcoding.

FCI CONSTRUCTORS OF NM

Address: 1427 W Aztec Suite C-3 Aztec, NM 87410 Website:

CES PROCUREMENT REGIONS



New Mexico is a large state geographically. For this reason, CES has divided the state into eight (8) procurement regions. CES asks respondents to solicitations to indicate in their response to which of these procurement regions of the State they wish to provide services. The eight procurement regions are described below:

Region One (1) – Aztec, Bloomfield, Central, Dulce, Farmington, Gallup-McKinley and Zuni School Districts; Navajo Preparatory School, Pine Hill Schools, San Juan College, Shiprock Associated Schools, and University of New Mexico - Gallup Branch

Region Two (2) – Chama Valley, Cuba, Española, Jemez Mountain School, Los Alamos, Mesa Vista, Pecos, Peñasco, Pojoaque Valley, Questa, Santa Fe and Taos School Districts; New Mexico School for the Deaf, Northern New Mexico College, Santa Fe Community College, Santa Fe Indian School, University of New Mexico - Los Alamos Branch and University of New Mexico – Taos Branch

Region Three (3) – Cimarron, Clayton, Des Moines, Las Vegas City, Maxwell, Mora, Mosquero, Raton, Roy, Santa Rosa, Springer, Wagon Mound and West Las Vegas School Districts; Luna Community College and New Mexico Highlands University

Region Four (4) – Albuquerque, Belen, Bernalillo, Estancia, Grants-Cibola, Jemez Valley, Los Lunas, Magdalena, Moriarty-Edgewood, Mountainair, Quemado, Rio Rancho, Socorro and Vaughn School Districts; Alamo Navajo School, New Mexico CYFD, New Mexico Institute of Mining and Technology, New Mexico State University at Grants, University of New Mexico and University of New Mexico - Valencia Campus

Region Five (5) – Clovis, Dora, Elida, Floyd, Fort Sumner, Grady, House, Logan, Melrose, Portales, San Jon, Texico and Tucumcari School Districts; Clovis Community College, Eastern New Mexico University and Mesalands Community College

Region Six (6) – Artesia, Carlsbad, Dexter, Eunice, Hagerman, Hobbs, Jal, Lake Arthur, Loving, Lovington, Roswell and Tatum School Districts; Eastern New Mexico University-Roswell, New Mexico Junior College, New Mexico Military Institute and New Mexico State University at Carlsbad

Region Seven (7) – Alamogordo, Capitan, Carrizozo, Cloudcroft, Corona, Hondo Valley, Ruidoso and Tularosa School Districts; Mescalero Apache School, New Mexico School for the Blind and Visually Impaired and New Mexico State University at Alamogordo

Region Eight (8) – Animas, Cobre, Deming, Gadsden, Hatch Valley, Las Cruces, Lordsburg, Reserve, Silver and Truth or Consequences School Districts; New Mexico State University and Western New Mexico University

Note: CES utilizes the public school district service areas to identify each of its procurement regions. Other public educational institutions such as charter schools, community colleges, colleges and universities, BIE schools and Participating Entities are considered to be in the region of the public school district where their institution is physically located. A listing of CES Members and Participating Entities may be viewed by going to www.ces.org.



HERMIT'S PEAK WATERSHED ALLIANCE

February 17, 2020

Anne Marie Gallegos
City Manager
City of Las Vegas

Dear City Manager,

The community is delighted that the City of Las Vegas has taken on the work of hiring a contractor to develop a construction ready Architectural & Engineering Design for the Gallinas River Park between Mills Avenue and Prince Street.

The Hermit's Peak Watershed Alliance and the Gallinas River Collaborative support the City in choosing FBT Architects (doing business as Groundwork Studio) as the contractor for this work. This firm, with Amy Bell as FBT's Primary Landscape Architect, comes highly recommended because of their unique set of qualifications that are applicable to this project. In addition to having the proper qualifications, Amy Bell has demonstrated that she is invested in the community of Las Vegas and has been connected with the Revitalization of the Gallinas River Park over the course of some years, beginning with her role as a member of the resource team for the Community Design Workshop held in October 2018. The 2018 workshop was held to develop a community based conceptual design for the Gallinas River Park.

The development of a construction ready Architectural & Engineering Design for the Gallinas River Park requires a unique and complex set of skills, integrating recreational elements with environmentally sensitive issues. The specific requirements for the project are listed below.

The Gallinas River Park design project will include recreational amenities such as playgrounds, public social spaces, multi-use trail system, and public art.

- Show current certification as Registered Landscape Architect (RLA) in State of New Mexico, with experience designing public parks, soliciting and incorporating public input into the park design, and working with municipalities in New Mexico.
- Demonstrate experience in design of recreational amenities anticipated for Gallinas River Park
- Show current certification as Certified Playground Safety Inspector (CPSI) or equivalent professional experience
- Present knowledge of designing urban trail systems and greenway trail networks with connectivity to recreation areas, urban destinations, and urban neighborhoods.
- Provide examples of past projects involving creative placemaking, public art, and/or temporary community art installations



HERMIT'S PEAK

The Gallinas River Park design project centers on an environmentally-sensitive river system within an important watershed. The design of the Gallinas River Park will protect and support healthy riparian and wetland habitat and protect existing tree canopy located in the park.

- Demonstrate knowledge of environmental design by providing examples of work involving green infrastructure (sustainable stormwater design), New Mexico river systems, and/or sustainable stormwater design specific to the environment of New Mexico.
- Show current certification as Certified Arborist.
- Present knowledge of navigating permitting through applicable agencies for implementation of proposed design.
- Provide examples of past projects involving public access to water using environmentally-sensitive design techniques.

Amy Bell has demonstrated that she holds all of these qualifications, bringing vast experience to this project. We believe that she is committed to the revitalization of the Gallinas River Park.

Please don't hesitate to contact us with any questions.

Respectfully,

Lea Knutson,
Executive Director

Elizabeth Juarros, Ph.D.
Education Director



Procurement

Home > Procurement

Overview

Bluebook

Request for Proposals (RFPS)

How to get a Contract Award

Procurement FAQs

CES makes purchasing simple for our Members and Participating Entities.

We save our participants significant amounts of time and money by soliciting bids and proposals on a state and national level and award contracts on their behalf. CES' Members and Participating Entities also have the assurance that CES contracts offer the best overall value and pricing in compliance with New Mexico Procurement Code.

CES has moved from a paper based bidding and contract management system to an eProcurement System. This change

Skip to Content

LEGAL AUTHORITY

The Procurement Code (Sections 13-1-98.A and 13-1-135) states that Cooperative Procurement is authorized and exempt from the Procurement Code as stated below:

Any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved (11-1-1 to 11-1-7 NMSA 1978).

CES is formed by the Revised and Amended Joint Powers Agreement to Establish an Educational Cooperative (JPA), which specifically authorizes cooperative procurement. Every public-school district in the State, as well as many universities, two-year colleges, charter schools, BIE schools, and state educational institutions, are parties to the JPA as entered by the governing body of each party. Membership is open to all public educational institutions in New Mexico. Each Member receives a copy of the JPA, CES Board Policy, and CES Procurement Guidelines.

WAIT!

YOUR INPUT COUNTS! CES issues several multi-category RFPs each year to make procurement easier and more cost-effective for its Members and Participating Entities. The categories CES specifies in its solicitations are, in part, a product of input received from our Members and Participating Entities. If something you are looking for is not listed in the CES Blue Book, please call us. CES will make every effort to include your requested products and services in its RFP cycle. Remember that purchasing utilizing CES contracts streamlines your procurement process and provides you with legal compliance, lower prices, and saves invaluable time. The more our Members/ Participating Entities use CES contracts, the more purchasing power CES gains in obtaining better future discounts from vendors for our Members.

EVALUATION COMMITTEE

CES invites and encourages its Members and Participating Entities to participate in the CES solicitation process. This allows the end users to have a say in the types and levels quality of products and services offered as well as the vendors that are awarded contracts through CES' procurement program. If you are interested in volunteering to serve on an evaluation committee, or would like more information, please let us know by contacting CES' procurement office.

OTHER SOURCES OF VENDORS

TexBuy External Procurement Agreement: Cooperative Educational Services (CES) has an External Procurement Agreement with Region 16 Education Service Center (*TexBuy*), located in Amarillo, Texas. This allows vendors under *TexBuy* contracts to supply products or services to schools in both states at the same cost. Through this Agreement, CES Members get the volume discount afforded by combining all Member institutions' purchasing power in both states.

AEPA: Twenty-seven educational service agencies across the United States have joined together to form the Association of Educational Purchasing Agencies (AEPA) to produce one collective Invitation for Bid (IFB), in selected categories, each year. From this IFB, a potential vendor prepares one response for approval by AEPA and award by Members may be used throughout the country. Through this single IFB, selected vendors are then able to provide their products and services to agencies serving more than 22 million students.

[View the 2018 New Mexico Statutes](#) | [View Other Versions of the New Mexico Statutes](#)

2006 New Mexico Statutes - Section 13-1-135 — Cooperative procurement authorized.

13-1-135. Cooperative procurement authorized.

A. Any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved. The cooperative procurement agreement shall clearly specify the purpose of the agreement and the method by which the purpose will be accomplished. Any power exercised under a cooperative procurement agreement entered into pursuant to this subsection shall be limited to the central purchasing authority common to the contracting parties, even though one or more of the contracting parties may be located outside this state. An approved and signed copy of all cooperative procurement agreements entered into pursuant to this subsection shall be filed with the state purchasing agent. A cooperative procurement agreement entered into pursuant to this subsection is limited to the procurement of items of tangible personal property, services or construction.

B. Notwithstanding the provisions of Subsection A of this section, a cooperative procurement agreement providing for mutually held funds or for other terms and conditions involving public funds or property included in Section 11-1-4 NMSA 1978 shall be entered into pursuant to the provisions of the Joint Powers Agreements Act [11-1-1 NMSA 1978].

C. Central purchasing offices other than the state purchasing agent may cooperate by agreement with the state purchasing agent in obtaining contracts or price agreements, and such contract or agreed prices shall apply to purchase orders subsequently issued under the agreement.



CORPORATE OFFICE:

MAIL One Park Square
6501 Americas Pkwy NE, Ste. 300
Albuquerque, NM 87110
PHO 505.883.5200
WEB fbtarch.com

REGIONAL OFFICES:

MAIL 500 East 50th Street, Ste. C-2
Lubbock, TX 79404
PHO 806.747.2244
MAIL 108 N. Orchard Avenue, Ste. 202
Farmington, NM 87401
PHO 505.278.7271

January 24, 2020

Proposal for Landscape Architectural Design Services: Gallinas River Park Trail – Phase I

CES Contract Number: 2014-015 906-002 FBT Architectural Design, Engineering, Project Management, and Consulting Services

Mr. Robert Archuleta
Community Development Department
City of Las Vegas
1700 N. Grand Ave.
Las Vegas, NM 87701

Dear Mr. Archuleta:

FBT Architects and Groundwork Studio are pleased to present the following proposal for landscape architectural services for Phase I of the Gallinas River Park Trail in Las Vegas, New Mexico. Per your request, this proposal addresses the following anticipated scope and services:

Description of Basic Services

The scope of the project will consist of Public Outreach, Site Analysis, Design Development, and Construction Documents for the Phase I portion of the Gallinas River Park Master Plan. We understand that Phase I includes the section of the River Park between Mills and Prince Street (about a mile). We understand that the design will be based on the conceptual design produced by the Citizens Institute on Rural Design (CIRD) in the fall of 2018, and may include playscapes, picnic areas, an amphitheater, gardens and orchards, landscaping, LED lighting, and site furnishings. Plans will include careful consideration of the river's health and natural areas and will be coordinated with ongoing river restoration efforts. We understand that the project will be managed by the City in coordination with the Hermit's Peak Watershed Alliance (HPWA) and the Gallinas River Park Collaborative (GRPC).

Basic services will include the following:

- 1. Public Outreach:** Up to two interactive public meetings to obtain feedback and ensure alignment with the community's vision as expressed in the CIRD design. Groundwork Studio will assist in event planning, promotion, and facilitation.
Total: **\$13,400 plus applicable tax.**
- 2. Site Analysis:** Up to 2 site visits for detailed site analysis, field verification, and development of base drawings. We understand that City will provide topographic and utility survey for the project area.
Total: **\$13,900 plus NMGRT.**
- 3. Design Development:** Design Development Documents, including preliminary drawings, outline specifications, a preliminary opinion of probable cost; and a review meeting with the City and project partners.
Total: **\$35,800 plus NMGRT.**
- 4. Construction Documents:** Construction Documents, including submittals and review meetings with the City and project partners at 60% and 95% completion and final drawings, technical specifications; and opinion of probable cost.
Total: **\$40,500 plus NMGRT.**

Fee for Basic Services

Basic Services, items 1 through 4 above plus: **a lump sum of \$103,600 plus NMGRT.**

Should the project scope or construction cost change from that described above, the fee shall be subject to negotiation.



Reimbursable Expenses

Reimbursable expenses will be billed at cost plus a 10% administrative mark-up, **with a \$5,000 not to exceed limit**. Reimbursable expenses will include:

Costs of all copy work, scans and all reproduction of plans and specifications, presentation graphics, and supplemental presentation materials: **Not to exceed \$1,600**.

Costs of automobile mileage for out-of-town travel: **Not to exceed \$1,600** (12 trips @ 250 miles/trip) Mileage is charged at 0.48 cents/mile.

Costs of lodging for overnight out-of-town travel: **Not to exceed \$1,800** (6 nights @\$150/night for two people).

Subconsultants

Oxbow Engineering will provide civil engineering services and Hughes Design will provide electrical engineering services. The fee for basic services is inclusive of subconsultant fees.

Other Conditions and Services:

The services below are typically not included in the Basic Service agreement and are therefore excluded from this agreement:

1. Topography and boundary survey
2. Geotechnical investigation
3. Licenses and permitting costs
4. Coordination with regulatory agencies

Additional Services

Additional Services shall be defined as any services not specifically referenced within this letter form of agreement. Prior to performing any additional services work, Groundwork Studio will notify the Owner in writing describing the work requested along with a written fee proposal. Only after written approval by the Owner will the additional services work be performed and billed.

Invoicing

Fees will be invoiced on or about the first of each month for work accomplished to that time. Invoices are due and payable upon receipt. Unpaid invoices or portions thereof unpaid for an excess of thirty days shall accrue interest at the rate of 1% per month. Any waiver of this late charge for any invoice shall not constitute a waiver of the late charge with respect to any other invoice.

If you have any questions regarding any of the above, please do not hesitate to contact me. Please indicate your understanding and acceptance of the terms and conditions contained herein by signing below.

Sincerely,

Groundwork Studio (a division of FBT Architects), by

A handwritten signature in blue ink that reads 'A Bell'.

Amanda L. Bell, PLA, ASLA
Principal Landscape Architect

Authorized Signatory

Date

Project Cost Summary

Our proposed budget and fee schedule are outlined below, by anticipated time and estimated reimbursable expenses for travel. We understand what is required to complete a project of this scope and strive to be as efficient as possible in the purchase of any reimbursable items. Fees are estimated based on the scope described in the RFQ letter dated Sept. 4, 2019 and include current Albuquerque NMGR of 7.875%. If the scope were to change significantly from that described in the letter, we would request a renegotiation of fees. If requested, we would be happy to provide a separate fee for bidding phase and construction phase services.

Tasks - Basic Services	Est. Hours	Cost
Public Outreach (15% completion)	140	\$14,500
Site Analysis (35% completion)	150	\$15,000
Design Development (65% completion)	270	\$26,500
Construction Documents (100% completion)	320	\$31,500
SUBTOTAL, TASKS		\$87,500
Subconsultants		Cost
Civil Engineering (Oxbow Ecological Engineering)		\$15,500
Electrical Engineering (Hughes Design, LLC)		\$9,000
SUBTOTAL, SUBCONSULTANTS		\$24,500
Reimbursable Expenses		Not to Exceed
Printing		\$1,600
Mileage for out of town travel (250 miles/trip @ \$0.48/mile)		\$3,400
SUBTOTAL, REIMBURSABLE EXPENSES		\$5,000
TOTAL, TASKS, SUBCONSULTANTS AND REIMBURSABLE EXPENSES		\$117,000



NEW MEXICO

TEXAS

COLORADO

CORPORATE OFFICE:

MAIL One Park Square
6501 Americas Pkwy NE, Ste. 300
Albuquerque, NM 87110
PHO 505.883.5200
WEB fbtarch.com

REGIONAL OFFICES:

MAIL 500 East 50th Street, Ste. C-2
Lubbock, TX 79404
PHO 806.747.2244

MAIL 415 N. Tejon St.
Colorado Springs, CO 80903
PHO 719.309.9440

MAIL 108 N. Orchard Avenue, Ste. 202
Farmington, NM 87401
PHO 505.278.7271

Fee Schedule / Hourly Rates / Reimbursable Expenses Unit Costs

January 23, 2020

FBT Architects Cooperative Educational Services Hourly Rate Schedule.

Compensation for Design Professionals:

Registered Design Professional Principal, fixed hourly rate	\$ 185.00
Registered Project Design Professional, fixed hourly rate	\$ 115.00
Design Professional's Project Representative, fixed hourly rate	\$ 100.00
Registered Principal Landscape Architect, fixed hourly rate	\$ 125.00

Compensation for Specific Type of Hourly Employee:

Design/Specification Writer, direct hourly rate (\$ 40) x 2.5 multiplier =	\$ 100.00
Drafting/CADD Operator, direct hourly rate (\$ 28) x 2.5 multiplier =	\$ 70.00
Clerical, direct hourly rate: (\$ 30) x 2.5 multiplier =	\$ 75.00
Construction Inspector, direct hourly rate: (\$38) x 2.5 multiplier =	\$ 90.00

Reimbursable Expenses Rate Schedule

Black/White Printing:	\$0.25/page
Color Printing:	\$0.80/page
B/W Plotting:	\$0.25/SF
Color Plotting:	\$10.00/SF
Travel:	\$0.48/mile
Per Diem:	\$15/meal per person
Hotel:	\$100-\$150/night per person

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Fanning Bard Tatum Architects, AIA Ltd

2 Business name/disregarded entity name, if different from above
dba FBT Architects, Groundwork Studio, Studio M, and Soteria Group

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
One Park Square, 6501 Americas Pkwy NE, Ste 300

6 City, state, and ZIP code
Albuquerque, NM 87110

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
8	5	-	0	3	8	8	8	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Asbell* Date ▶ *1/24/2020*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

The Grantee's total reimbursements shall not exceed Seventy Thousand Dollars (**\$70,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Zero Dollars (**\$0.00**), which equals Seventy Thousand Dollars (**\$70,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse^[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: City of Las Vegas
Name: Ann Marie Gallegos
Title: Interim City Manager
Address: 1700 North Grand, Las Vegas, NM, 87701
Email: amgallegos@lasvegasnm.gov
Telephone: 505-454-1401

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee: City of Las Vegas
Name: Tana Vega
Title: Interim Finance Director
Address: 1700 N. Grand Ave., Las Vegas, NM, 87701
Email: tana@lasvegasnm.gov
Telephone: 505-454-1401

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Ms. Donna J Stewart
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: DonnaJ.Stewart@state.nm.us
Telephone: 505-827-4972

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2023**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Las Vegas may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Las Vegas's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Vegas, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Vegas or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the City of Las Vegas may early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Las Vegas's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Las Vegas
Entity Name

By: Ann Marie Gallegos
(Type or Print Name)

Its: Interim City Manager
(Type or Print Title)

Ann M. Gallegos
Signature of Official with Authority to Bind Grantee

5/9/19
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Its: Division Director

David...
Signature

17 May 19
Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State Zip
C. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
B. Grant Amount: _____
C. AIPP Amount (If Applicable): _____
D. Funds Requested to Date: _____
E. Amount Requested this Payment: _____
F. Reversion Amount (If Applicable): _____
G. Grant Balance: _____
H. GF GOB STB (attach wire if first draw)
I. Final Request for Payment (if Applicable)

- III. Fiscal Year :** _____
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

- V. Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent (if applicable)**

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____ \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE 3/11/2020

DEPT: CD

MEETING DATE: 3/18/2020

ITEM/TOPIC: Lodgers Tax Advisory

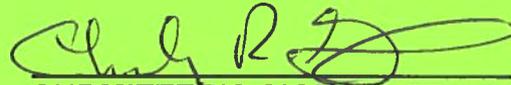
ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Increase to visitor guide allotment from \$19,600.00 to \$26,000.00

BACKGROUND/RATIONALE: Las Vegas First Independent Business Alliance has produced an annual visitor guide for 12 years. It gives City and County opportunity to advertise their events, attractions, and activities. It gives Las Vegas business opportunity to advertise their goods and services. LVFIBA has established relationships with 70 tourist pick-up locations across the State and 80 tourist pick-up locations in Las Vegas. Guides advertise the community of Las Vegas and its businesses for 12 months. The Lodgers tax board has amended their item to approve an increase in the amount of \$26,000.00 from the original \$19,600.00

STAFF RECOMMENDATION: Staff recommends Mayor and Council review the item and the process of the visitor guide and performance in the previous years.

COMMITTEE RECOMMENDATION: The Lodgers Tax Advisory Board has approved the allotment.

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.



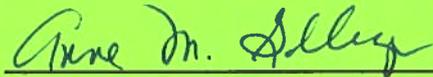
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



VINCENT HOWELL
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)



City of Las Vegas

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

Mayor Vincent Howell

LODGERS TAX ADVISORY BOARD

SPECIAL MEETING

CITY COUNCIL CHAMBERS

1700 N. GRAND AVENUE, LAS VEGAS NM 87701

Tuesday March 10, 2020 2:00 PM

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. APPROVAL OF MINUTES FOR *Tuesday February 18, 2020*
- V. AGENDA
 - 1) APPROVAL/DISAPPROVAL TO ADOPT APPLICATION FORM FOR THE PURPOSES OF FUNDING
 - 2) APPROVAL/DISAPPROVAL TO ESTABLISH A \$2,500.00 MINIMUM AND A \$5,000.00 CAP FOR EVENT MARKETING
 - 3) APPROVAL/DISAPPROVAL TO ESTABLISH A TIMELY APPROVAL SYSTEM FOR ADVERTISING
 - 4) APPROVAL/DISAPPROVAL OF VISITOR GUIDE FOR THE AMOUNT OF \$19,600.00

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Barbara Perea-Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4



City of Las Vegas

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

Mayor Vincent Howell

VI. DISCUSSION ITEMS

- a. DISCUSSION OF EXPANDED DISTRIBUTION OF VISITORS GUIDE
- b. MARKETING SERVICE CONTRACT
- c. DISCUSSION OF THE RFP PROCESS FOR INFRASTRUCTURE
- d. 2019-2020 MARKETING UPDATE
- e. CONFLICT OF INTEREST FORM
- f. ROBERT ARCHULETA PRESENTATION ON WAYFINDING UPDATE
- g. FRIENDS OF THE MUSEUM PRESENTATION FIRE HOUSE & ACEQUIA
- h. VINCE CHAVEZ PRESENTATION
- i. SENATE BILL 106

VII. PUBLIC INPUT THREE (3) MINUTES

VIII. NEW AND OTHER BUSINESS

IX. ADJOURNMENT

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Barbara Perea-Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4

2020 VISITOR GUIDE IN-HOME DISTRIBUTION -- SUMMARY

PROPOSED MARKETING PARTNER: Las Vegas First Independent Business Alliance

PROPOSED CITY PARTICIPATION:

City purchases delivery of Visitor Guides into homes in best drive markets. Guides will remain on coffee tables and in personal travel files for a year, providing in-depth reasons to visit Las Vegas, NM.

Newspaper inserts will distribute Visitor Guides to the following:

- 76,000 homes in Albuquerque \$35,254.
- 22,000 homes in Rio Rancho \$10,386.
- 7,000 homes in Los Alamos \$4,433.
- 3,500 homes in Las Vegas \$2,400.

MARKETS:

First, this distribution targets excellent geographic markets for potential visitors to Las Vegas, all within a 2-hour drive radius. Second, newspaper subscribers are often older, financially independent, and more attentive to information in print - excellent demographics for potential visitors to Las Vegas.

The goal of home delivery is to convert target market residents into visitors to Las Vegas New Mexico. Residents become aware of Las Vegas by viewing a billboard for 8-seconds, hearing a 30-second radio spot, or looking at a print ad. The Visitor Guide provides the detail to change awareness into visitation. Key markets are:

- Albuquerque with the largest population.
- Rio Rancho with the most newcomers and retirees interested in exploring their State.
- Los Alamos with the highest per capita income.
- Las Vegas with out-of-town family members and friends to schedule for a visit.

TIMELINE AND PAYMENT:

This would be a Publications & Advertising contract, with payment based on completed deliverables. It is not an Events contract with payment based on reimbursement of expenditures. The City can fund all, or selected, markets for in-home distribution.

- March -- 75% payment is due upon City approval of proof copy of City's Visitor Guide pages.
- April – Newspaper insert distribution to selected markets through Albuquerque Journal, Rio Ranch Observer. Los Alamos Monitor, and/or Las Vegas Optic.
- May – 25% payment is due upon certification of newspaper insert distribution.

EVALUATION:

- Lodging properties can generate number of reservations from zip codes where Guide is delivered to target market. And compare to prior year reservations from same zip codes.
- Lodgers can provide a "promotional code" in their Visitor Guide ad to track reservations.
- Business advertisers can include a "promo code" in their Visitor Guide ad to track sales.
- The Visitor Guide can offer entry in an online sweepstakes. Website analytics will identify Visitor Guide as source for entry. Entry will ask for zip code.
- Events match data about attendees with Visitor Guide geographic distribution, using zip code.



**CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE**

Requests must be received by the Community Development Department no later than

For questions email: cgriego@lasvegas.nm.gov or (505) 454-1401 ext 1604

PART I: PROJECT INFORMATION

A request for marketing assistance application must be completed and submitted for each individual event or project. Please note if you have previously received financial marketing or monetary assistance from Lodgers tax for your event you may not receive additional funding for the same event. A marketing work group is tasked with evaluating well organized events with strong marketing plans.

Organization

Name: **Las Vegas First Independent Business Alliance**

Event Name: **Visitor Guide In-Home Distribution**

Event Location: **Albuquerque, Rio Rancho, Los Alamos, Las Vegas**

Event Start Date: **April 15, 2020** Event End Date: **April 14, 2021**

Is this a new event? X Yes No

If this is a repeat event, how many individuals attended in each of the past three (3) years? **N/A**

What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc)

There will be certified insert counts from the newspapers used.

Lodging properties can compare same zip code reservations -- year of distribution to prior year.

Lodgers and business advertisers can have promo codes that identify Visitor Guide as source.

2020 Guide will have sweepstakes entry that identifies entries by zip code.

PART II: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding? X Yes No

What amount of funding did you receive? Dates/Amounts (past 3 years)? **FY20 NM True \$60,000; FY20 Fridays al Fresco \$5,000; FY19 Visitor Guide \$24,500**

PART III: EVENT DETAIL

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)

Using newspaper inserts, put the Las Vegas Visitor Guide into 76,000 Albuquerque homes, 22,000 Rio Rancho homes, 7,000 Los Alamos homes, and 3,500 Las Vegas homes. The Guide will remain on coffee tables or in trip files to provide 12 months of detail to plan a visit to Las Vegas, New Mexico.

Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Request must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

This request would be for a Publications & Advertising contract, with payment based on completion of deliverables. It would not be an Events contract with payment based on reimbursement of expenditures. Thus, an itemized listing of costs is not appropriate information for this request. Instead we are itemizing deliverables.

Description	UNIT COST	QUANTITY	TOTAL	Committee Review
Print & Place LV Visitor Guide in Albuquerque homes with ABQ Journal insertions.	n/a	76,000	\$35,254	
Print & Place LV Visitor Guide in Rio Rancho homes with Rio Rancho Observer insertions.	n/a	22,000	\$10,386	
Print & Place LV Visitor Guide in Los Alamos homes with Los Alamos Monitor insertions.	n/a	7,000	\$4,433	
Print & Place LV Visitor Guide in Las Vegas homes with Las Vegas Optic insertions	n/a	3,500	\$2,400	

TOTAL COST OF DELIVERABLES \$52,473

Committee Review Amount

PART IV: EVALUATION INFORMATION

The following information is utilized by the Marketing Work Group to evaluate your proposal and help determine the recommendation for marketing assistance which is paid for under Lodger Tax. Please provide specific information relevant to each question/statement. Attach additional sheets if necessary.

1. Lodgers Tax Impact Information (10 Point Value)

1.1. How does your event create the need for an overnight stay thus creating lodgers tax revenue?

The goal is to convince residents of targeted communities to become visitors to Las Vegas New Mexico. The Guide provides in-depth information about the events, attractions, and recreation opportunities Las Vegas offers. With the Guide delivered to residents in their home, it can be used for reference for up to a year.

1.2. How many Las Vegas room nights will be generated? (A room night is a paid night of lodging in an establishment that pays Lodger Tax.)

It is hard to establish a linear relationship between any advertising and results.

For instance, mass mailings usually generate a 1% return, on average.

However, this in-home delivery of the Guide is significantly different from a mass mailing. The Guide is a quality magazine presenting all Las Vegas has to offer, attractive enough to keep for months, put into the hands of residents in key communities targeted as most likely to visit Las Vegas. An 8% return would be 8,680 room nights, 5% of overall Las Vegas occupancy.

Beyond such estimates, for the insertion of Visitor Guides into target market homes, there are several ways to generate hard data about number of rooms generated.

With lodging property cooperation, the number of room reservations from zip codes where the guide is home delivered can be calculated. And compared to reservations from same zip codes previous years.

Lodgers and businesses can include a promo code in their Visitor Guide ads that identify the Visitor Guide as source of reservation or sale.

The Guide can offer an opportunity to enter a sweepstakes with website analytics to count the number of unique visitors who enter online. This gives a measure of numbers that read the Guide. Asking for zip code in the entry can give a measure of where those readers live.

SECTION A TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

2. Size and Demographics of Audience Served (10 point value)

2.1. How many individuals are anticipated to attend the event? How did you calculate this number?

Distribution to 108,500 homes could mean an average of 1.5 persons per home pick up the Guide an average of 3 times each over a year to read some part. Total readership of 488,000.

2.2. What percentage of attendees will be non-City residents? How many will come from within San Miguel County? Mora County? Santa Fe County? Intra-State? Out of State?

97% of those reading the Guides distributed to homes will be non-City residents. The 3% distributed to City residents will use the Guide to encourage friends and relatives to visit, and to entertain when those visits happen.

2.3. What are the anticipated ages of the participants? Please provide estimates of what your audience will be composed of, demographics, psychographics.

Newspaper subscribers are generally older, have more leisure time, and are financially better off than the general population. These are good demographics for people interested in history, historic renovation, railroads, historic buildings, drive-in theaters, all of which Las Vegas New Mexico offers.

SECTION B TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

3. Quality of Life (10 Point Value)

3.1. Do you provide a program or event that is otherwise absent in the City of Las Vegas?

This in-home distribution is unlike any other advertising Las Vegas does. Using website analytics, lodging and business promo codes, sweepstakes entry, success can be evaluated.

3.2. Has this program or something similar been requested by tourists and/or residents? Who made the request and how was the request made?

No.

3.3. Does this event occur during a season when Las Vegas typically lacks events (Spring, Winter)

Once Guides are delivered to homes in the spring, many will be kept for a year because of the quality of the publication and the amount of information it contains. Thus, Guides are first delivered to homes the slow Apr-Jun season. Because of the quality of the publication, many Guides will still be in homes Jan-Mar, the following slow season.

SECTION C TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

4. Financial Information (10 Point Value)

4.1. What is the total budget for this event? (Include marketing costs; please exclude any assistance you may receive.)

If the City funds deliverables cost for in-home distribution to all four prime markets, that would total \$52,473. Or the City can fund some, but not all, of the prime markets at separate cost per market.

4.2. Where are matching funds, sponsorships, and other sources of funding being obtained? Include ALL sources and amounts and specific uses of funds.

While the City will pay 100% of the cost of in-home distribution, City purchase of space is only 25% of the cost to produce the Guide. County and business advertisers pay 75% of production cost.

SECTION D TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

5. Marketing Plan (10 Point Value)

5.1. Provide specific details on where and how you plan to market and advertise the event.

Home distribution in key markets is a marketing and advertising plan for all the events, attractions, recreation, and activities of Las Vegas, New Mexico. Providing in-depth information to residents in the best target markets within a 2-hour drive radius.

5.2. If provided with marketing design assistance, what is your intent to supplement what is provided?

City decides how much market penetration it wants in Albuquerque, Rio Rancho, Los Alamos, and Las Vegas. Newspaper insert gets the Guide into the homes of the residents we want to become Las Vegas visitors.

5.3. What percentage of advertising will reach an audience outside a 65 mile radius of Las Vegas?

97% of the newspaper insert delivery of Guides is to homes in Albuquerque, Rio Rancho, and Los Alamos. The 3% going to homes in Las Vegas will be used by those residents to encourage visits by out-of-town friends and family.

SECTION E TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

6. Documentation (10 Point Value)

6.1. Have Lodger Tax rules been followed and all requested documents provided?

Yes.

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

Andy Kingsbury is a member of the board of Las Vegas First IBA. He and his spouse Melissa Greene will be fairly compensated for design, production, sales, and distribution services that make the Visitor Guide possible.

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

7. Other (10 Point Value)

7.1. Please provide any other financial impact to the City of Las Vegas this project or event will create. Be specific and indicate how it was calculated.

If lodger tax collections continue to rise 27% per year as they have been, Las Vegas will have an additional \$100,000 each year going forward to further promote the town and add tourist-related infrastructure. \$100,000 per year in additional lodger tax collections means overnight visitors have put an additional \$3.4 million dollars into the local economy, through spending on lodging, meals, gas and retail.

The Las Vegas tourism economy is now over 10% of the total Las Vegas economy and the fastest growing economic sector. The Visitor Guide has long played a unique and key role in tourism development. Adding this new in-home market distribution could make the Visitor Guide into an even more powerful economic development tool.

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

PART V: ASSURANCES AND CERTIFICATIONS

I CERTIFY THAT I AM AUTHORIZED TO ACT ON BEHALF OF THE ORGANIZATION MAKING THIS APPLICATION AND THAT THE STATEMENTS HEREIN ARE COMPLETE AND ACCURATE TO THE VEST OF MY KNOWLEDGE. IF FUNDED, WE WILL KEEP A CLEAR AND ACCURATE ACCOUNTING OF HOW FUNDS WERE UTILIZED. REQUESTS WILL FOLLOW CITY POLICY. WE UNDERSTAND THAT SHOULD WE BE PROVIDED WITH MARKETING ASSISTANCE AND THE EVENT IS CANCELLED, WE WILL BE OBLIGATED TO PAY FOR THE COST OF ANY AND ALL COSTS ASSOCIATED WITH THE DESIGN AND PLACEMENT OF ADS. WE UNDERSTAND THAT THE CITY MAY EVALUATE THE USE OF FUNDS AS REQUIRED AND APPROVED BY THE CITY OF LAS VEGAS AND WE WILL DELIVER A REPORT ON EACH EVENT WITHIN THIRTY (30) DAYS TO THE CITY.

PRINTED NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

CITY USE ONLY

RECEIVED BY: _____ DATE: _____

LAS VEGAS & SAN MIGUEL 2020 VISITOR GUIDE -- SUMMARY

PROPOSED MARKETING PARTNER: Las Vegas First Independent Business Alliance

PROPOSED CITY PARTICIPATION:

City purchases 29 pages for \$26,000 to promote the events, attractions, history, and activities of Las Vegas, New Mexico. Content in City pages will be coordinated with content in County pages. For instance, city events such as Fiestas, Motorcycle Rally, Heritage Week & Peoples Faire will be considered city pages. Pecos, Pecos National Monument and area recreation like fishing, boating, hiking, birding, hunting, and bicycling will be considered County pages.

The City's price for 29 pages (see attached list) is **discounted 50% from retail**. The Visitor Guide is stocked in town and delivered across the State for 12 months.

MARKETS:

- Potential visitors already travelling in New Mexico, who pick up a Visitor Guide at one of 70 tourist pick-up locations around the State and who could decide to add Las Vegas to their current trip, or a later trip.
- Visitors In town who shop more locations, extend their stay, and/or plan a return visit when they read a Visitor Guide from 80 tourist pick-up locations in town.

TIMELINE AND PAYMENT:

This would be a Publications & Advertising contract, with payment based on completed deliverables. It is not an Events contract with payment based on reimbursement of expenditures.

- 75% payment is due upon City approval of proof copy of City's 30 pages or before publication goes to printer in early April
- April – 25% payment is due upon receipt of Visitor Guides from printer (usually 3rd week of April)

EVALUATION:

- The Visitor Guide will use website analytics, hyperlinks, and promo codes to generate data about readership.
- Are lodger tax collections continuing to rise? Billboard, radio, and print advertising create awareness. The role of the Visitor Guide is to convert awareness into decision and visitation.



**CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE**

Requests must be received by the Community Development Department no later than

For questions email: cgriego@lasvegas.nm.gov or (505) 454-1401 ext 1604

PART I: PROJECT INFORMATION

A request for marketing assistance application must be completed and submitted for each individual event or project. Please note if you have previously received financial marketing or monetary assistance from Lodgers tax for your event you may not receive additional funding for the same event. A marketing work group is tasked with evaluating well organized events with strong marketing plans.

Organization

Name: **Las Vegas First Independent Business Alliance**

Event Name: **Las Vegas San Miguel 2020 Visitor Guide**

Event Location: **80 tourist pick-up locations in-town and 70 tourist pick-up locations state-wide**

Event Start Date: **April 15, 2020** Event End Date: **April 14, 2021**

Is this a new event? Yes No

If this is a repeat event, how many individuals attended in each of the past three (3) years? **40,000**

What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc)

Number of pages promoting Las Vegas.

Number of printed Guides delivered.

2020 Guide will use hyperlinks and promo codes to estimate readership.

PART II: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding? Yes No

What amount of funding did you receive? Dates/Amounts (past 3 years)?

FY20 Fridays al Fresco \$5,000; FY20 NM True \$60,000; FY19 Visitor Guide \$24,500

PART III: EVENT DETAIL

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)

LVFIBA has produced an annual visitor guide for 12 years. It gives City and County opportunity to advertise their events, attractions, and activities. It gives Las Vegas businesses opportunity to advertise their goods and services. Las

Vegas First IBA has established relationships with 70 tourist pick-up locations across the State and 80 tourist pick-up locations in Las Vegas. Visitor Guides advertise the community of Las Vegas and its businesses for 12 months.

Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Request must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

The City funds its advertising in the Visitor Guide through a Publications & Advertising contract, with payment based on completion of deliverables. It is not an Events contract with payment based on reimbursement of expenditures. Thus, this is an itemized listing of deliverables.

Description	UNIT COST	QUANTITY	TOTAL	Committee Review
City approval of its pages in proof copy. March 2020	n/a	75% payment	\$19,500	
Delivery of 40,000 Guides from printer to Las Vegas. April, 2020	n/a	25% payment	\$6,500	

TOTAL COST OF DELIVERABLES \$26,000

Committee Review Amount

PART IV: EVALUATION INFORMATION

The following information is utilized by the Marketing Work Group to evaluate your proposal and help determine the recommendation for marketing assistance which is paid for under Lodger Tax. Please provide specific information relevant to each question/statement. Attach additional sheets if necessary.

1. Lodgers Tax Impact Information (10 Point Value)

1.1. How does your event create the need for an overnight stay thus creating lodgers tax revenue?

40,000 travelling families pick up a Visitor Guide each year.

If picked up in town, they might shop local businesses, stay an extra night, or return for another visit because they found out about the wonderful things to do and events to attend in Las Vegas.

If picked up in locations across the State, they might add Las Vegas to their trip itinerary or plan a trip to Las Vegas in the future.

1.2. How many Las Vegas room nights will be generated? (A room night is a paid night of lodging in an establishment that pays Lodger Tax.)

It is hard to establish a linear relationship between any advertising and results.

For instance, mass mailings generate a 1% return on average.

However, the Guide is significantly different from a mass mailing. The Guide is a quality magazine presenting all Las Vegas has to offer, put into the hands of families travelling in New Mexico, a targeted market which self-selects to pick up a Guide. A 5% return would be 2,000 room nights.

For the 2020 Guide, we can use hyperlinks and promo codes to measure of numbers that read the Guide.

SECTION A TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

2. Size and Demographics of Audience Served (10 point value)

2.1. How many individuals are anticipated to attend the event? How did you calculate this number?

40,000 families will have the chance to read about Las Vegas in the Guide. Calculated from numbers of Guides distributed.

2.2. What percentage of attendees will be non-City residents? How many will come from within San Miguel County? Mora County? Santa Fe County? Intra-State? Out of State?

More than 90% of the Guides are picked up by non-City residents.

2.3. What are the anticipated ages of the participants? Please provide estimates of what your audience will be composed of, demographics, psychographics.

Because the Guide will generate attendance at City events and at City attractions, like the City Museum, it is these locations that can gather demographic and psychographic information. The Guide will reach a wider audience, but this is a way to gather data on those who read the Guide and choose to attend.

SECTION B TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

3. Quality of Life (10 Point Value)

3.1. Do you provide a program or event that is otherwise absent in the City of Las Vegas?

Yes, the LV Visitor Guide is the only locally produced guide and the only guide in the State with priority for advertising Las Vegas events, attractions, and businesses.

3.2. Has this program or something similar been requested by tourists and/or residents? Who made the request and how was the request made?

Every visitor stopping by the LV Visitor Center will want a Guide; overnight guests at motels will want a Guide; some highway travelers stopping for gas will want a Guide; some of the travelling public stopping at NM Visitor Centers, Chambers across the State, and highway restaurants across the State will want a Guide.

3.3. Does this event occur during a season when Las Vegas typically lacks events (Spring, Winter)

The Guide is stocked at tourist pick-up locations year-round. But its advertising importance is higher in the low Jan-Jun season when there is limited event or recreation advertising.

SECTION C TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

4. Financial Information (10 Point Value)

4.1. What is the total budget for this event? (Include marketing costs; please exclude any assistance you may receive.)

This is not appropriate information for a Publications & Advertising contract. What's important is that the City's price per page is discounted to over half the retail price.

4.2. Where are matching funds, sponsorships, and other sources of funding being obtained? Include ALL sources and amounts and specific uses of funds.

City, County, and businesses purchase space for their advertising. Funds generated are used for design, printing, travel & postage, and other costs of producing the highest quality Guide and putting it into the hands of a travelling public for 12 months.

SECTION D TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

5. Marketing Plan (10 Point Value)

5.1. Provide specific details on where and how you plan to market and advertise the event.

Half the copies are allocated to 70 tourist pick-up places State-wide. Half the copies are allocated to 80 tourist pick-up places in town where out-of-town visitors pick them up. Restocked for 12 months.

5.2. If provided with marketing design assistance, what is your intent to supplement what is provided?

The City's purchase of space is the way to provide in-dept information about City events, attractions, and activities attractive to potential visitors. Other forms of advertising like print ads, radio spots, billboards, and social media posts can create awareness, but those that read the Guide get enough information to make a visit decision.

5.3. What percentage of advertising will reach an audience outside a 65 mile radius of Las Vegas?

Half the Guides will be available at pick-up places outside a 65-mile radius of Las Vegas. Most of the half available in town will be picked up by visitors from outside a 65-mile radius of Las Vegas. Estimate 90% reach an audience from outside a 65 mile radius of Las Vegas.

SECTION E TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

6. Documentation (10 Point Value)

- 6.1. Have Lodger Tax rules been followed and all requested documents provided?
Yes

- 6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event?
Who? For what purpose?

Andy Kingsbury is a member of the board of Las Vegas First IBA. He and his spouse Melissa Greene will be fairly compensated for design, production, sales, and distribution services that make the Visitor Guide possible.

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

7. Other (10 Point Value)

- 7.1. Please provide any other financial impact to the City of Las Vegas this project or event will create. Be specific and indicate how it was calculated.

The Guide is a key supplement to other advertising the City does.

For instance, if a highway billboard gets a highway traveler to the LV Visitor Center, the Guide's in-depth information will encourage the traveler to stay the night or return for a real visit later.

Billboards are seen for 8 seconds, radio spots are heard for 30 seconds, a print ad might get 40 seconds of attention. However, a potential visitor might read the Guide for minutes, sometimes hours, and find out about all the history, events, recreation, and attractions our wonderful town offers.

The other way the Guide supplements other City advertising is that it remains in the hands of a potential visitor over time. It can be referred to days and months later.

Other forms of advertising, necessarily brief, create awareness. The Guide can convert awareness to visitation.

This is the key role the Guide plays in the 27% annual increase in lodger tax collections.

Lodger tax collections increased 27% last year. \$100,000 in additional lodger tax

collections equates to an additional \$3.4 million dollars in overnight visitor spending for lodging, food, gas and retail. Tourism is already 10% of the total Las Vegas economy and the fastest growing sector of the economy.

Because the Guide is different from other kinds of advertising, it has a special place in the growing success of the tourism economy.

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

PART V: ASSURANCES AND CERTIFICATIONS

I CERTIFY THAT I AM AUTHORIZED TO ACT ON BEHALF OF THE ORGANIZATION MAKING THIS APPLICATION AND THAT THE STATEMENTS HEREIN ARE COMPLETE AND ACCURATE TO THE VEST OF MY KNOWLEDGE. IF FUNDED, WE WILL KEEP A CLEAR AND ACCURATE ACCOUNTING OF HOW FUNDS WERE UTILIZED. REQUESTS WILL FOLLOW CITY POLICY. WE UNDERSTAND THAT SHOULD WE BE PROVIDED WITH MARKETING ASSISTANCE AND THE EVENT IS CANCELLED, WE WILL BE OBLIGATED TO PAY FOR THE COST OF ANY AND ALL COSTS ASSOCIATED WITH THE DESIGN AND PLACEMENT OF ADS. WE UNDERSTAND THAT THE CITY MAY EVALUATE THE USE OF FUNDS AS REQUIRED AND APPROVED BY THE CITY OF LAS VEGAS AND WE WILL DELIVER A REPORT ON EACH EVENT WITHIN THIRTY (30) DAYS TO THE CITY.

PRINTED NAME:

-

TITLE:

-

SIGNATURE:

-

DATE:

-

CITY USE ONLY

RECEIVED BY: _____ **DATE:** _____

CITY FUNDED ADS:

Fiestas	1 page
CCHP Historic Home Tour	1 page
Heritage Week Calendar of Events	1 page
Friends of the Musuem: Heritage Wk	1 page
Rough Rider Motorcycle Rally	1 page
Salute to the Troops	1 page
La Llorona	½ page
Fall National Performer (NMHU)	1/2 page
NMHU Painters Show	1/2 page
Peoples Faire	1 page
Electric Light Parade	1 page
Holiday Home Tour	1 page
Las Vegas Foundation	½ page
Fiber Crawl	½ page
LV Renaissance Auction	1 page
Film Festival	1 page
Main Street	1 page
Mayor's Letter	½ page
Fort Union	1 page
Recreation & Outdoors	2 pages
Hotels & Restaurants	1 page
LV Wildlife Refuge	1 page
Movies in LV	1.75 page
Carnegie Library	1/2 page
Rough Rider City Museum	1/2 page
City Stats	1
Calendar of Events	2
City Map	1 page
Corridor Map	2 pages

TOTAL: 29

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE 3/11/2020

DEPT: CD

MEETING DATE: 3/18/2020

ITEM/TOPIC: Lodgers Tax Funding allotment

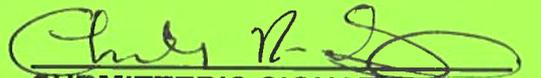
ACTION REQUESTED OF COUNCIL: Approval/Disapproval of a minimum of \$2,500.00 or maximum of \$5,000.00 cap of funds allocated

BACKGROUND/RATIONALE: Lodgers tax board would like to establish a minimum and maximum allowable funding per event

STAFF RECOMMENDATION: It is staffs opinion that setting a minimum or maximum funding must come through Mayor and Council.

COMMITTEE RECOMMENDATION: Lodgers tax board has approved the item and is bringing it to Mayor and council for approval.

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:



VINCENT HOWELL
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)



City of Las Vegas

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

Mayor Vincent Howell

LODGERS TAX ADVISORY BOARD

SPECIAL MEETING

CITY COUNCIL CHAMBERS

1700 N. GRAND AVENUE, LAS VEGAS NM 87701

Tuesday March 10, 2020 2:00 PM

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. APPROVAL OF MINUTES FOR *Tuesday February 18, 2020*
- V. AGENDA
 - 1) APPROVAL/DISAPPROVAL TO ADOPT APPLICATION FORM FOR THE PURPOSES OF FUNDING
 - 2) APPROVAL/DISAPPROVAL TO ESTABLISH A \$2,500.00 MINIMUM AND A \$5,000.00 CAP FOR EVENT MARKETING
 - 3) APPROVAL/DISAPPROVAL TO ESTABLISH A TIMELY APPROVAL SYSTEM FOR ADVERTISING
 - 4) APPROVAL/DISAPPROVAL OF VISITOR GUIDE FOR THE AMOUNT OF \$19,600.00

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Barbara Perea-Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4



City of Las Vegas

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

Mayor Vincent Howell

VI. DISCUSSION ITEMS

- a. DISCUSSION OF EXPANDED DISTRIBUTION OF VISITORS GUIDE
- b. MARKETING SERVICE CONTRACT
- c. DISCUSSION OF THE RFP PROCESS FOR INFRASTRUCTURE
- d. 2019-2020 MARKETING UPDATE
- e. CONFLICT OF INTEREST FORM
- f. ROBERT ARCHULETA PRESENTATION ON WAYFINDING UPDATE
- g. FRIENDS OF THE MUSEUM PRESENTATION FIRE HOUSE & ACEQUIA
- h. VINCE CHAVEZ PRESENTATION
- i. SENATE BILL 106

VII. PUBLIC INPUT THREE (3) MINUTES

VIII. NEW AND OTHER BUSINESS

IX. ADJOURNMENT

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Barbara Perea-Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4