



City of Las Vegas

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

Madam Mayor Tonita Gurulé-Girón

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
November 20, 2019–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Avenue**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES (October 9th Work Session, and October 16th, 2019 Regular)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS**
- VIII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
- IX. **PUBLIC INPUT**
(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)
- X. **PRESENTATIONS (Not to exceed 10 minutes per person)**
 - Presentation by Police Chief David T. Bibb III on two (2) Certified Police Officers.
- XI. **CITY MANAGER'S REPORT**
 - Presentation on 2019 Water, Wastewater and Solid Waste Utility Rate Assessment Study by Stantec project manager Georgette Aronow.
- XII. **FINANCE REPORT**

XIII. CONSENT AGENDA

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

1. Approval of out of state travel to Canon City, Colorado.

David T. Bibb III, Chief of Police Glock Armorer School/Training will be held in Canon City Colorado on December 9-10, 2019. Our firearms instructor will be attending this training.

2. Approval of out of state travel to Quantico, Virginia.

David T. Bibb III, Police Chief FBI National Academy will be held in Quantico, Virginia January 4, 2020 through March 15, 2020. One Police Commander will be attending.

3. Approval to reject Bid 2020-03 Rocky Road Construction due to bid being over budget.

Daniel Gurule, Interim Public Works Director The City of Las Vegas had a bid opening on 10/30/19 for the Mountain View Ave., Keen St. and West National St. Reconstruction in which the single contractors bid, was over budget.

XIV. BUSINESS ITEMS

1. Approval/Disapproval to adopt Resolution 19-55 for Administrative and Financial Support including a \$48,000 cash match for the FY 2019 New Mexico Mainstreet (NMMS) Capital Outlay Public Infrastructure funding for the "Great Blocks on MainStreet:" Railroad Avenue Phase II Grant Application.

Robert Archuleta, Grant Writer The City of Las Vegas in collaboration with Main Street de Las Vegas submitted a grant application request, written and prepared by Michael Peranteau in the amount of \$400,000 for Capital Outlay funding for the Great Blocks project in the railroad district. NMMS requires a \$48,000 match.

2. Approval/Disapproval to review and certify Fixed Assets/Inventories.

Tana Vega, Interim Finance Director The City of Las Vegas has compiled the 2019 Fixed Assets and Inventories and is ready to be reviewed and approved by Mayor and Council.

3. Approval/Disapproval of Resolution No. 19-57.

Tana Vega, Interim Finance Director The City of Las Vegas is requesting increases to the FY2020 Budgeted revenues and expenditures, transfers to and from within various funds of the FY2020 Budget.

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 DISABILITES: 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, OCTOBER 9, 2019 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS**

MAYOR: Tonita Gurulé-Girón

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

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Danielle Sena, Recorder
Esther Garduno Montoya, City Attorney
Martin Gallegos, Deputy Police Chief

CALL TO ORDER

Meeting was called to order at 5:30 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Howell asked to keep our community members that have passed in the last month in our thoughts and to keep in mind to pray for our Country with all the decisions being made within the Nation and to pray for our leaders to make sure they make the right decisions.

APPROVAL OF AGENDA

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

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

PUBLIC INPUT

No one for public input

DISCUSSION ITEMS

1. Resolution No. 19-52, 2020 Election Resolution (English and Spanish).

Deputy Clerk Danielle Sena advised she was there to seek approval for resolution 19-52 in both English and Spanish for the upcoming 2020 Election.

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

2. Recommendation of Awarding bid 2020-01 for the Senior Center North Parking Lot to Pacheco Construction.

Interim Public Works Director Danny Gurule advised he recommended the award of bid #2020-01 for the Senior Center North Parking Lot. Interim Public Works Director Gurule advised Pacheco Construction were the only bidders and are in good standing with the State.

Councilor Romero asked for the record was it advertised.

Interim Public Works Director advised it was published in the Albuquerque Journal and the Optic.

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

3. Funding from the Bulletproof Vest Partnership in the amount of \$1566.72.

Deputy Police Chief Martin Gallegos advised the Police Department has been getting the funding for many years and advised the most important item a Police Officer wears is a bulletproof vest and keeps them safe not only from gun fire but also from accidents or the occasional confrontation.

Deputy Police Chief Gallegos advised it is a 50/50 match and are asking for the approval of \$1566.72 to make the purchases of the vests.

Councilor Howell asked how many bulletproof vests would be purchased.

Deputy Police Chief Gallegos advised they would be buying three vests and it's done every year and is not a hardship of any type whereas if they waited to buy vests when they are supposed to be replaced.

Councilor Howell asked how many current vests they have.

Deputy Police Chief Gallegos advised they have approximately thirty seven that are worn continuously and two or three that are extra.

Councilor Howell asked what the shelf life was.

Deputy Police Chief Gallegos advised five years.

Councilor Howell asked when was the last time they purchased vests and how old the oldest vest was.

Deputy Police Chief Gallegos advised they purchased three last year and the oldest vest would probably be his at about six or seven years.

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

Mayor Tonita Gurulé-Girón advised before they moved on she wanted to thank Utilities Director Maria Gilvarry and Interim City Manager Ann Marie Gallegos for a successful Amnesty Day.

EXECUTIVE SESSION

Interim City Manager Ann Marie Gallegos advised there was no need for executive session.

Councilor Howell advised Councilor Romero and himself were speaking in regards to seventy thousand dollars received from the Legislature for El Creston Circle and if they have used it or have done any type of drawdowns on it.

Interim City Manager Gallegos advised it was awarded effective July 1st, and they did have someone go assess the playground to see what was needed.

Interim City Manager Gallegos advised they are in the planning stages and may need additional funding and will have to look at the cost to fund the playground.

Interim City Manager Gallegos advised they are meeting with the community in El Creston Circle to see what they want and advised they have four years to spend that money.

Councilor Howell advised he spoke with someone regarding El Creston Circle and that they have the opportunity to speak to the Legislators in regards to obtaining more funds but are worried the City won't use the funds they have received.

Interim City Manager Gallegos advised they have been communicating with Leroy Uriosté as well as staff working out the plans for the playground and advised he indicated that he may request additional funding but are in the process of getting estimates for the playground equipment.

Councilor Howell asked if Interim City Manager Gallegos had given him an update.

Interim City Manager Gallegos advised they spoke yesterday.

ADJOURN

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

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD ON WEDNESDAY, OCTOBER 16, 2019 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Tonita Gurulé-Girón

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

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Marcia Ludi, Recorder
Esther Garduno Montoya, City Attorney
Steve Pacheco, Sergeant at Arms

Meeting began at 6:00 p.m.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Howell asked to keep in mind, community members who had recently passed also for those who were hurting and asked for prayers for those who were ill. He asked the Lord to give them, as leaders, the guidance to make good decisions that would help better the community and stated it was so important for the community to thrive.

APPROVAL OF AGENDA

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

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

Motion carried.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes of September 11th, Work Session and September 18, 2019, Regular, with minor adjustments. Councilor Ulibarri, Jr. and Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Motion carried.

MAYOR’S APPOINTMENTS/ REPORTS

Mayor Gurulé-Girón advised she had no appointments although stated Susie Tsyitee would give a brief report.

Ms. Tsyitee advised that the Las Vegas Arts Council was working on adding a mural in the back addition of their building and with consulting with the community, came up with the idea to ask Zach Lujan to design it and it would be named: “The Message is Music”, to honor our musicians. She stated that it would be a gorgeous gateway to Bridge Street, that the Community Foundation had raised \$1,000.00 for the project and would be asking the youth in the community to participate. She asked Council for permission to move forward.

Mayor Gurulé-Girón directed Ms. Tsyitee to contact Interim City Manager Gallegos and Interim Community Development Director Marrujo and they would guide her through the process.

Mayor Gurulé-Girón advised that she had provided a response to Council in regards to the two agenda items that had been submitted by Councilor Casey and she had reviewed a lot of the policies and regulations for the City regarding repealing, amending or rescinding any of the actual Rules of Procedure through the governing body. She stated “one of the requirements that would have to be met before it is put on the agenda, is the notice of intended proposal, so I did not

put it on the agenda for that reason, I did discuss that briefly with Councilor Casey, I think we both kind of concur that there might be some questions with regards to that process, so we have to ensure that we follow that process, consistent with the Charter and with the laws and the ordinances of the City of Las Vegas". She added that they would have to go through hearings, comments received regarding the proposal would have to be posted, allowing transparency to the community and follow procedure.

Mayor Gurulé-Girón spoke about restructuring Rules of Procedure, the City Charter and city code in order to apply consistency and stated that the requirement of the notice of intended proposal was not met therefore not placed on the agenda.

Mayor Gurulé-Girón asked Council for a consensus to give direction to the City Attorney to move forward with further review of the restructure.

Councilor Romero stated "that was one of the recommendations made at the time City Attorney Garduno Montoya was hired".

City Attorney Esther Garduno Montoya advised that they had talked about the Charter Commission, updating the Charter and also mentioned was the Rules of Procedure and how they were inconsistent with the Charter as well as the City's code.

Councilor Romero thanked her for her response although stated that obviously this was a recommendation by the state auditor, that this matter be taken care of by this Council.

Lengthy discussion took place on the need to address the restructure of the City Charter and the concerns of the New Mexico State Auditor.

Interim City Manager Ann Marie Gallegos advised there was a letter received in mid June from the state auditor regarding the Governing Body Rules of Procedure and there were two or three other items that he requested that they address. She stated that he wrote that memorandum specific to the City's auditor record and informed that they were still going through the audit at this point, had not been completed and had not met with him on those issues although he did plan to come back and meet with them on the four items he wanted reviewed.

Councilor Casey advised that it was a subsequent letter that was sent to the Governing Board and Interim City Manager and was specific to Resolution 02-17, which was the Governing Body Rules of Procedure. She stated that was what she was basing her agenda request on and she did what she could on her request based on the very convoluted language of the Governing Body Rules of Procedure, which needed to be addressed, she did not have a problem with this and wanted to make sure it was done right. Councilor Casey stated that she was shocked with the poorly written Governing Body Rules of Procedure, was embarrassed that it was on the City's website and that her request was intended to repeal the entire thing, to start again with new rules that they could all agree to.

Mayor Gurulé-Girón stated that anything brought back to Council regarding the Governing Body Rules of Procedure needed to meet the notice of intent rule.

Councilor Howell referred to the State Auditor's statement in the followup letter regarding that the Governing Body Rules of Procedure was an impediment for the Council to regain their autonomy as Councilors. He thought it was a very insightful comment that he made in his evaluation analysis on what he had seen with this governing body, that was why this agenda request was submitted and Council would do what they needed to do, expeditiously.

Councilor Ulibarri, Jr. *inaudible 18:05*

Mayor Gurulé-Girón asked if there was a consensus for the City Attorney *inaudible 18:18* to follow up with this procedure.

Councilor Howell asked "exactly what are we asking her to do?"

Mayor Gurulé-Girón stated that based on her memo, after reviewing the agenda request and her 10 years on the Council, that they would direct her to restructure so they could read the actual background rationale on page 2, to look at the actual procedure and how they could restructure and streamline/update the policies.

The Governing Body agreed to a consensus regarding City Attorney Garduno Montoya to restructure of the Governing Body Rules of Procedure.

Councilor Howell requested that Councilor's comments be given to City Attorney in regards to the restructure.

Mayor Gurulé-Girón stated that comments from Council would be brought up during Public Hearings opened up to the public.

Councilor Romero asked Mayor if he could have the list of requirements in regards to the need of Public Hearings to restructure the Governing Body Rules of Procedure.

Mayor Gurulé-Girón advised that City Attorney was going to check into that, and that this was her analysis after her review, that she was not sure what they had done in the past and recalled this was under the public comment/public hearing process and under Charter Rule process.

MAYOR'S RECOGNITIONS/ PROCLAMATIONS

Mayor Gurulé-Girón advised she would be presenting at a later time, a proclamation for the Hunger Crop Walk and invited everyone to attend the event on October 26, 2019.

PUBLIC INPUT

Wid Slick gave a detailed presentation for the Lodger's Tax fiscal year ending June 30th, regarding tourism economy and collections, tourist related projects that resulted from the 1% Lodger's tax increase and increases for the current fiscal year. He stated that Lodger's Tax Advisory Board had two vacancies and asked Council to please fill those vacancies in order to recommend winter advertising.

Lalo Sanchez spoke regarding his concern of police vehicles not being numbered in order to report the police on their infractions and that he felt that a certain Police Officer might be commuting/speeding back and forth from Las Vegas to Glorieta or Rowe and felt that was an abuse of taxpayer money and asked if they could look into that. Mr. Sanchez asked if the volume could be raised during Council meetings as he was having trouble hearing the Governing Body speak. He stated that past Reporter, David Guiliani was very concerned about public/community information and wished it was still that way and added that the Utilities Department Director falsely accuses people of having water leaks, he felt that it was a disgrace and should be corrected.

Brief discussion took place regarding police vehicles being numbered and Mayor Gurulé-Girón asked Interim City Manager Gallegos to follow up on that with Chief of Police David Bibb.

PRESENTATIONS

Commander Pam Sandoval presented and recognized three police personnel for their accomplishments and for their completion of the NM Department of Public Safety Telecommunications Academy as Certified Communication Specialists which included: Shannon Ortiz, Diane Torrez and Angelica Stockton.

Mayor Gurulé-Girón congratulated and thanked them for taking on the duty of dispatcher, which was a stressful job and welcomed the new hires to the City of Las Vegas.

CITY MANAGER'S REPORT

Interim City Manager Gallegos gave a detailed report of upcoming projects/events as follows:

- Fiesta Council Report (presented by Tana Vega)
- Legislative requests; submit priorities
- ICIP Priority projects; submit priorities
- CDBG funding (Capital Improvement funds)
- Plaza Merchants/Film 2nd Mtg. 10.18.19 at 1:30 @ P.D.
- CLV Hospitality Top Hat Awards-3 Nominations
- City of Las Vegas Halloween Events
- Fundraiser (Santa in the Park)
- Tree Lighting Ceremony, Decoration Contest, Light Parade
- Employee Safety Training
- Recreation Ctr: 170 enrolled-After School Program, 24 enrolled-YABL Program
- 1st Comprehensive Master Plan Meeting (TBD)

Councilor Romero asked how legislative requests from outside the City were streamlined and how the City could be made aware of them.

Interim Finance Director Tan Vega explained that if those requests were honored by the Legislature, someone had to serve as fiscal agent, being that they were from the City locality, the City was entrusted with being the fiscal agent and ensuring that the funds were spent according to procurement code.

Discussion took place regarding legislative requests sponsors and the process of locating them.

FINANCE REPORT

Interim Finance Director Tana Vega presented the Finance report for the month ending September 30, 2019 (25% of Year Lapsed), reporting General Fund Revenue at 25% (\$2,864,632) and expenditures at 19% (\$2,460,540). She informed Enterprise Funds revenue came in at 20% (\$3,492,612) and expenditures at 16% (\$3,267,789). Ms. Vega reported the Recreation Department revenue was at 19% (\$122,666), decreased from last year, due to being closed for roof repair and expenditures came in at 21% (\$151,346).

Councilor Romero asked, based off of the last revenue at the Recreation Center, was that going to affect the overall function of the center.

Interim Finance Director Vega advised that it would not, due to generating funds from the Afterschool Program/YABL sponsor fees and from cash balances at the end of the year and that would cover the one month shortage.

Councilor Casey thanked Interim Finance Director Vega for providing the changed format of the check listings and had questions on two vendors being paid out.

Interim Finance Director Vega provided the information asked by Councilor Casey.

Questions and discussion took place regarding an independent party inspecting the roof repair at the Recreation Center.

Interim Finance Director Vega presented the Financial Fiesta Report, reporting total income at \$99,666.86 and total expenditures at \$107,026.86.

Lengthy discussion took place regarding film permit fees collected by the City of Las Vegas and compensation paid out to businesses by the film production companies.

CONSENT AGENDA

Recorder Marcia Ludi read the Consent Agenda (Items 1-3) into the record as follows:

1. Approval of Resolution No. 19-52, 2020 Election Resolution (English and Spanish).

Resolution 19-52 was presented as follows:

ELECTION RESOLUTION
CITY OF LAS VEGAS

Resolution No. 19-52

Whereas, pursuant to NMSA 1978, Section 1-22-4(A), a notice of regular election is required.

Be it resolved by the governing body of the City of Las Vegas that:

- A. A regular municipal election for the election of municipal officers shall be held on March 3, 2020. Polls will open at 7:00 A.M. and close 7:00 P.M.
- B. At the regular municipal election, persons shall be elected to fill the following elective offices:
 - 1. One (1) Mayor for a four (4) year term.
 - 2. Ward 2 – One (1) Councilor for a four (4) year term.
 - 3. Ward 3 – One (1) Councilor for a four (4) year term.
- C. In accordance with NMSA 1978 §1-3-4B, the following precincts are consolidated for the regular municipal election:

CP01: Consists of precincts 27, 4B, 26, 3B, 4A, 5.2, 28, 25, 5.1, 6, 2, 7, 3A, 1, 8, 11
- D. The following locations are designated as polling places for the conduct of the regular municipal election:
 - 1. Robertson High School Michael Marr Gymnasium, 1238 4th Street
 - 2. West Las Vegas “Gillie Lopez” Gymnasium, 157 Moreno 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 5:00 p.m., February 28, 2020. After 5:00 p.m. on February 28, 2020, all unused absentee ballots will be publicly destroyed by the Municipal Clerk. 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 by the caregiver of the voter, until 7:00 p.m. on March 3, 2020.

Absentee ballots may be marked in person in the office of the Municipal Clerk during the regular hours and days of business, beginning on Tuesday, February 4, 2020 and closing at 5:00 p.m. on February 28, 2020.

Early Voting. Early voting on paper ballots counted by electronic vote tabulator will be conducted in the office of the Municipal Clerk during the regular hours and days of business, beginning on Tuesday, February 4, 2020 and closing at 5:00 p.m. on Friday, February 28, 2020. The City Clerk's Office will also be open on Saturday, February 29, 2020 between the hours of 10:00 a.m. and 6:00 p.m.

- F. Persons desiring to register at the regular municipal election must register with the County Clerk of San Miguel County not later than Tuesday, February 4, 2020 at 5:00 p.m., the date on which the County Clerk will close registration books.
- G. All Declarations of Candidacy shall be filed with the Municipal Clerk on Tuesday, January 7, 2020 between the hours of 9:00 A.M. and 5:00 P.M.
- H. The casting of votes by qualified electors shall be recorded on electronic tabulators.

ADOPTED AND APPROVED THIS _____ day of _____, 2019.

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

RESOLUCIÓN DE ELECCIÓN
CIUDAD DE LAS VEGAS

Resolución núm. 19-52

Mientras que, de conformidad con NMSA 1978, sección 1-22-4(A), se requiere un aviso de elección regular.

Sea resuelto por el cuerpo gobernante de Las Vegas que:

- A. Una elección municipal regular para la elección de oficiales municipales se llevará a cabo el 3 de marzo de 2020. Lugares de votación estarán abiertas al público entre las horas de las 7:00 A.M. y las 7:00 P.M.

B. En las elección municipal regular, individuos serán elegidos para ocupar los siguientes cargos electivos:

1. UN Alcalde por un término de cuatro años.
2. El barrio 2 – UN Concejal por un término de cuatro años.
3. El barrio 3 – UN Concejal por un término de cuatro años.

C. De conformidad NMSA 1978 §1-3-4B, se consolidan las siguientes casillas:

CP01: Es compone de distritos 27, 4B, 26, 3B, 4A, 5.2, 28, 25, 5.1, 6, 2, 7, 3A, 1, 8, 11

D. Las siguientes ubicaciones son designadas como centros electorales para el conducto de la elección municipal:

1. Escuela Secundaria de Robertson gimnasio de Michael Marr, calle 1238 4th.
2. Escuela Secundaria de Las Vegas Oeste gimnasio de Gillie Lopez, calle 157 Moreno.

E. 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 5:00 p.m. el 28 de febrero de 2020. A partir de las 5:00 p.m. el 28 de febrero de 2020, la Escribana de la Municipalidad públicamente destruirá todas las balotas no utilizadas. La Escribana de la Municipalidad aceptará las balotas completadas por la 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 conserje al votante hasta las 7:00 p.m. el 3 de marzo de 2020.

Las balotas para votar en ausencia se pueden marcar en persona en la oficina de la Escribana de la Municipalidad, durante las horas y días hábiles, empezando el martes, 4 de febrero de 2020 y terminando a las 5:00 p.m. el viernes, 28 de febrero de 2020.

Votación por Anticipado. El recuento de los votos por anticipado, de papeleta, se llevará a cabo por un tabulador electrónico en la oficina de la Escribana de la Municipalidad, durante las horas y días hábiles, empezando el martes, 4 de Febrero de 2020 y terminando a las 5:00 p.m. el viernes, 28 de febrero de 2020. Oficina de la Escribana de la Municipalidad también abrirá en sábado, 29 de febrero de 2020 entre el horario de las 10:00 a.m. y las 6:00 p.m.

F. Las personas que deseen registrarse para votar en la elección municipal regular, tienen que registrarse con la Escribana del condado de San Miguel condado antes del martes de 4 de Febrero de 2020 a Escribana del Condado cerrara los libros del registro.

- G. Se archivará todas las Declaraciones de Candidatura con la Escribana Municipal el martes, 7 de Enero de 2020 entre las horas de las 9:00 A.M. y las 5:00 P.M.
- H. Se archivará un record de los votos de los electores municipales calificados en papeletas, de las cuales se hará un recuento por tabuladores electrónicos.

Adoptada y aprobada este día _____ de _____ de 2019.

Alcalde

Da fe:

Escribano Municipal

- 2. Approval of awarding bid 2020-01 for the Senior Center North Parking Lot to Pacheco Construction.
- 3. Approval of funding from the Bulletproof Vest Partnership in the amount of \$1566.72.

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

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

Motion carried.

BUSINESS ITEMS

- 1. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance No. 19-04, Passenger Behavior for the City of Las Vegas Meadow City Express.

Councilor Casey made a motion to go into Public Hearing. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Motion carried.

City Attorney Esther Garduno Montoya asked anyone who wished to speak on the issue, to stand and be sworn in. Darlene Arguello and Marcelino Roybal were sworn in.

Transportation Manager Darlene Arguello advised that as per NMDOT and FTA Regulations for Transit Systems, an Ordinance Governing Passenger Behavior must be adopted.

Councilor Casey thought this was a very good thing to do, that it was in writing so if people had questions they can refer to that and thought it was very comprehensive and thanked Ms. Arguello.

Councilor Howell asked a question regarding the penalties of misbehavior.

Ms. Arguello explained in detail the three part appeal process regarding the penalties for misbehavior and also the process of a suspension.

Councilor Casey made a motion to accept the record proper and close the public hearing. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Motion carried.

Councilor Casey made a motion to reconvene into regular session. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Motion carried.

Councilor Casey made a motion to approve to adopt Ordinance No. 19-04, Passenger Behavior for the City of Las Vegas Meadow City Express. Councilor Howell seconded the motion.

Ordinance 19-04 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City Clerk's Office.*

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

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

Motion carried.

2. Approval/Disapproval of Resolution No. 19-45 Passenger Child Restraint Policy for the City of Las Vegas Meadow City Express.

Transportation Manager Arguello advised that this is a policy in accordance with NMDOT ADA and City of Las Vegas Meadow City Express Rules and Regulations governing Passenger Child Restraint Requirements to maintain effective, safe and efficient transit services for the community.

Councilor Casey made a motion to approve Resolution No. 19-45 Passenger Child Restraint Policy for the City of Las Vegas Meadow City Express. Councilor Ulibarri, Jr. seconded the motion.

Resolution 19-45 was presented as follows:

Due to the length of the document, a complete copy may be obtained from the City Clerk's Office.

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

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

Motion carried.

3. Approval/Disapproval of Resolution No. 19-46 Passenger No-Show and Late Cancellation Policy for the City of Las Vegas Meadow City Express.

Transportation Manager Arguello advised that this is a policy in accordance with NMDOT ADA and City of Las Vegas Meadow City Express Rules and Regulations governing No-Show and Late Cancellation Requirements to maintain effective, safe and efficient transit services for the community.

Discussion and questions took place regarding how the public was notified of No-Show and Late Cancellation policies, the process of handling situations of no pick ups and “callbacks”.

Councilor Casey made a motion to approve Resolution No. 19-46 Passenger No-Show and Late Cancellation Policy for the City of Las Vegas Meadow City Express. Councilor Howell seconded the motion.

Resolution 19-46 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City Clerk’s Office.*

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

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

Motion carried.

4. Approval/Disapproval of Resolution No. 19-47 Service Animal Policy for the City of Las Vegas Meadow City Express.

Transportation Manager Arguello advised that this is a policy in accordance with NMDOT ADA and City of Las Vegas Meadow City Express Rules and Regulations governing Service Animal Requirements to maintain effective, safe and efficient transit services for the community.

Discussion and questions took place regarding the requirements to accommodate service animals, several allowances for comfort animals and pets.

Mayor Gurulé-Girón asked Transportation Manager Darlene Arguello to follow up on regulations pertaining to owners of service animals in providing certificates, harnesses and badges for proof.

Councilor Casey made a motion to approve Resolution No. 19-47 Service Animal Policy for the City of Las Vegas Meadow City Express. Councilor Howell seconded the motion.

Resolution 19-47 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City Clerk's Office.*

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

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

Motion carried.

5. Approval/Disapproval of Resolution 19-53 assuring availability of funds for Project Control #LP40002 (National/Bridge Street) administered by NMDOT in the amount of \$1,619,562.00, State share being \$1,536,683.90 which is 95%, City of Las Vegas share being \$80,878.10 which is 5% of total cost.

Interim Public Works Director Danny Gurule advised as per New Mexico Department of Transportation (NMDOT) submittal criteria, it is required that a Resolution of support from our Local Governing Body accompany the Grant Agreement. In complying with this criteria staff is requesting that this Resolution be approved for the plan, design, construction, construction management, reconstruction, pavement rehabilitation, drainage improvements, and miscellaneous construction, from National Ave. from 12th St. down Bridge St., around the Plaza Park, to include Camino De Las Escuelas, South Gonzales St., South Pacific St., to end at Moreno St., also Hot Springs Blvd., and North Gonzales St., to end at Valencia St.

Councilor Casey asked if the City had the funds to cover the project if it went over 1.6 million.

Interim City Manager Gallegos advised that if the amount went over, they would either adjust the engineer's estimates, adjust the total project itself, meaning something would have to suffer in order to stay within budget or if it was something really important, that Council would want to reconsider and it would be brought back to Council.

Councilor Casey stated she was asked by a few business owners, if there were already engineers working in that area and asked if the City would go out for bids on this project.

Interim Public Works Director Gurule advised that Stantec engineers were at the area assessing it for cost estimates for the project at no cost to the City. Mr. Gurule advised that it was not going out for bid due to using one of the three on-call engineers, who offer free cost estimates.

Councilor Casey brought to attention, several errors that should be corrected on Resolution 19-53.

Interim City Manager Gallegos advised the corrections would be made to the Resolution.

Councilor Howell asked who was responsible for road repair from 8th to 12th Streets, due to being in very bad shape.

Interim Public Works Director Gurule advised that New Mexico Highlands University was responsible for those areas.

Councilor Romero asked what the amount of the Stantec contract was.

Interim City Manager Gallegos advised that it was an RFP process that was approved by Mayor and Council, that there was a threshold in the procurement, not allowing to go over a certain dollar amount and advised that they monitor those as well.

Councilor Casey made a motion to approve Resolution 19-53 assuring availability of funds for Project Control #LP40002 (National/Bridge Street) administered by NMDOT in the amount of \$1,619,562.00, State share being \$1,536,683.90 which is 95%, City of Las Vegas share being \$80,878.10 which is 5% of total cost. Councilor Howell seconded the motion.

Resolution 19-53 was presented as follows:

**CITY OF LAS VEGAS
Resolution # 19-53**

A Resolution Supporting the New Mexico Department of Transportation Call for Projects Grant Administered by the New Mexico Department of Transportation

WHEREAS; the City of Las Vegas and the New Mexico Department of Transportation will enter into an agreement for a local road project.

WHEREAS; the total project cost being One Million Six Hundred Seventeen Thousand Five Hundred Sixty Two Dollars, (\$1,617,562.00) to be administered by the NMDOT,

WHEREAS, the NMDOT share amount being 95% or \$1,536,683.90, and the City of Las Vegas proportional matching share being 5% or \$80,878.10.

WHEREAS, the City of Las Vegas will work in accordance with the funding requirement of the Agreement, and will budget \$80,878.10 which is 5% of total cost of project being \$1,617,562.00.

WHEREAS; the City of Las Vegas shall pay all costs that exceeds the total amount of \$1,617,562.00.

NOW THEREFORE, BE IT RESOLVED, by the City of Las Vegas Local Governing Body that the Agreement for Project Control Number LP40002 funding be submitted to the New Mexico Department of Transportation, for the Plan, Design, Construction, Construction Management, Reconstruction, Pavement Rehabilitation, Drainage Improvements, and Miscellaneous Construction from National Ave. from 12thSt. down Bridge St., around the Plaza Park, to include Camino De Las Escuelas, South Gonzales St., South Pacific St., to end at Moreno St., also Hot Springs Blvd., and North Gonzales St. to end at Valencia Street.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF OCTOBER 2019.

ATTEST:

CITY OF LAS VEGAS

Casandra Fresquez
City Clerk

Tonita Gurule-Giron
Mayor

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

David G. Romero	Yes	Barbara A. Casey	Yes
-----------------	-----	------------------	-----

Vincent Howell

Yes

David A. Ulibarri, Jr.

Yes

Motion carried.

COUNCILOR'S REPORTS

Councilor Romero stated that he mentioned the Vacant Building Ordinance at the last meeting and wondered if that had been addressed, due to there being fees and penalties that could be assessed.

Interim City Manager Gallegos advised that they were focused on vehicles by ward and was not sure they had looked at vacant buildings.

Councilor Romero mentioned that Councilor Howell had previously brought up concerns regarding the collapsed building on Grand Avenue and people going over the fence to get in was dangerous and asked if it had been addressed by Code Enforcement.

Interim City Manager Gallegos advised that there was a possibility of a purchase for the property and would try to contact the owner, if not they would get Public Facilities to reinforce the fence.

Councilor Romero asked if there was anyone working in Animal Control.

Interim City Manager Gallegos informed that Jeremiah Gutierrez and Virginia Marrujo were taking care of Animal Control and Code Enforcement.

Councilor Howell stated that he believed that taking on Animal Control responsibilities was too much, due to having trouble meeting the responsibilities of Code Enforcement Officer. He asked if they would be hiring someone for Animal Control as well.

Interim City Manager Gallegos stated that they would be having interviews for the second Code Enforcement position which would take on Animal Control duties as well.

Councilor Howell urged the City to separate those responsibilities as each one of those areas needed one specific person handling it. He added that there were so many code enforcement violations, so many dogs that need the attention of

animal control and having to carry both responsibilities was not going to allow them to be efficient.

Interim City Manager Gallegos advised she would review the job descriptions and possibly separate them if need be, move forward and do what they needed to do with them.

Councilor Romero stated that he understood the person working in Code Enforcement was no longer in that position, that he had been working without any training and also working with Streets Department. He stated they were using a pickup truck for animal control and asked if the department did not have the proper vehicle and was concerned about them using a pickup truck.

Interim Community Development Director Virginia Marrujo stated that they were working with the Santa Fe, Sheriff's Department on getting two animal control vehicles. She stated that they were utilizing the pickup truck with extra kennels available to use. She advised Councilor Romero that the truck is marked "Code Enforcement".

Councilor Ulibarri, Jr. advised there were many code violations throughout the City and that many of the issues he had brought up in the past had not been addressed, never receiving any reports or updates. He felt that being short staffed did not help the situation of addressing those issues and asked that the roads be looked at in the area of West National.

Interim City Manager Gallegos advised that reports by ward had been provided to Council in their departments reports but would provide that to him and would look into addressing issues on West National.

Councilor Casey discussed issues on faded stop signs and growth of bushes and trees in front of stop signs. She asked in regards to the Utility WasteWater Report, who were the two industrial level facilities that requested to discharge into the system.

Utilities Director Maria Gilvarry explained that NMDOT was doing a cleanup with the EPA on the South side of town regarding stored salt and the other cleanup was in the area of Grand and University, and both would do water testing to make sure they would meet the City's requirements before discharging into the system.

Councilor Casey asked if anyone had received any letters of interest in regards to the Lodger's Tax Board applicants.

Mayor Gurulé-Girón and Interim City Manager Gallegos advised they had not received any.

Councilor Casey stated other concerns in regards to having no lights in the area of three blocks from National onto 7th Street and added that she had never received any responses to her requests to address a list she had provided Code Enforcement 17 months ago. Councilor Casey advised that she also was concerned about the Community Development Department being short staffed and advised that people doing multiple jobs was unacceptable.

Councilor Casey asked what the reason was for not getting any funding for the CDBG Grant.

Interim City Manager Gallegos stated the project was 60% complete, where others were further along, they chose not to complete 100%, just in case they wouldn't get funded and added that they had not completed the Comprehensive Master Plan although were in the process of completing it. She advised that it was a two year project and when you take into account the utility lines that needed to be installed and the paving, it would have been a very quick two year turn around. She stated that she was not sure that would have been the best thing for the City although they would have accepted any type of funding that they could have and that they required a little more in regards to the environmental study. She advised that they could look into another project or if Council had a project to pursue with an application.

Councilor Casey commended Maria Gilvarry for her crew who was working in the area of underground gas leaks near her home and that they were very efficient, polite and very nice and thanked her for having well trained employees who always did a good job. She also commended Fire Chief Bill Montoya for his monthly report which was very comprehensive and noted that he evaluated his employees and was happy about that and that he ran his department in a positive manner, and was very supportive of his employees.

Councilor Howell asked if the issues in the area on Cinder Road had been addressed regarding trees blocking the water flow.

Interim City Manager Gallegos advised that they pulled easements and met with the County to discuss how they could work together to clear up the debris, although she did not believe it was City right of way and added that it was awkward property. She advised the City was working cooperatively with them.

Further discussion and questions took place regarding the cleanup process and who would be responsible for maintaining and paying for costs.

Councilor Howell stated that the property which was once the Sav-O-Mat was looking horrendous, it looked bad, especially to tourists as they drive on to National towards Bridge Street and asked if Code Enforcement had looked into it.

Interim City Manager Gallegos advised she would check with Code Enforcement and would also check on who owned the property.

Councilor Howell stated that there had been a recent move for an advocacy group for handicap issues and that they notified him with concerns about parks and sidewalks and that the City should focus more on the handicapped. He stated that they need help with how they move throughout the community and suggested that they come and explain their concerns with City Manager.

EXECUTIVE SESSION

Councilor Romero made a motion to go into Executive Session to discuss personnel matters, regarding Community Development Department and City Manager, as permitted by Section 10-15-1 (H)(2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Motion carried.

RECONVENE INTO REGULAR SESSION

Councilor Romero made a motion to reconvene into regular session, he advised that only those matters specified in the motion were discussed and no decisions

were made. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Motion carried.

ADJOURN

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

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

Motion carried.

Mayor

ATTEST:

Casandra Fresquez, City Clerk

Regular or Special

CITY COUNCIL MEETING AGENDA REQUEST

DATE 10/29/19

DEPT: Police

MEETING DATE: 20 Nov 2019

ITEM/TOPIC: *Presentation on Two (2) Certified Police Officers*

ACTION REQUESTED OF COUNCIL: *Presentation Only*

BACKGROUND/RATIONALE: *The Las Vegas Police Department would like to recognize two (2) police personnel for their accomplishments and for their completion of the New Mexico Department of Public Safety Law Enforcement Academy.*

STAFF RECOMMENDATION: No Action

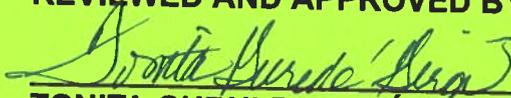
COMMITTEE RECOMMENDATION: None

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.



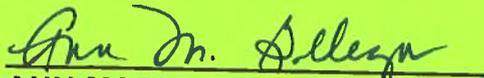
David Bibb III, Chief of Police

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
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 CONTRACTS MUST BE
REVIEWED)

By the Authority of the Board of the

NEW MEXICO LAW ENFORCEMENT ACADEMY

And upon meeting the requirements of LAWS, 1979, Chapter 7, Section 42 through 49

Clint R. Sandoval
has been awarded this

POLICE OFFICER CERTIFICATION

Issued this 24th day of October, 2019 at Santa Fe, New Mexico

and is therefore eligible to serve as a Police Officer in the State of New Mexico

Witness the Seal of the State of New Mexico and the signatures of the

Chairman and Director

CERTIFICATE NUMBER 19-0263-P



A blue ink signature of Hector Balderas.

**Hector Balderas, Chairperson
Academy Board**

A blue ink signature of Kelly C. Alzaharna.
**Kelly C. Alzaharna
Director
NM Law Enforcement Academy**

By the Authority of the Board of the

NEW MEXICO LAW ENFORCEMENT ACADEMY

And upon meeting the requirements of LAWS, 1979, Chapter 7, Section 42 through 49

Moises G. Coca
has been awarded this

POLICE OFFICER CERTIFICATION

Issued this 24th day of October, 2019 at Santa Fe, New Mexico

and is therefore eligible to serve as a Police Officer in the State of New Mexico

Witness the Seal of the State of New Mexico and the signatures of the

Chairman and Director

CERTIFICATE NUMBER 19-0233-P



A handwritten signature in blue ink, appearing to read "Hector Balderas".

**Hector Balderas, Chairperson
Academy Board**

A handwritten signature in black ink, appearing to read "Kelly C. Alzaharna".
**Kelly Alzaharna, Director
NM Law Enforcement Academy**

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/8/19

DEPT: Utilities

MEETING DATE: 11/20/19

ITEM/TOPIC: Presentation on 2019 Water, Wastewater and Solid Waste Utility Rate Assessment-Study.

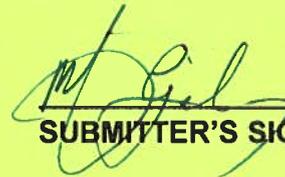
ACTION REQUESTED OF COUNCIL: N/A

BACKGROUND/RATIONALE: Stantec project manager Georgette Aronow will be presenting the results, findings and preliminary recommendations of the Utility Rate Assessment-Study to the governing body. The Utilities Department is also asking for feedback and direction from the governing body.

STAFF RECOMMENDATION: N/A

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.

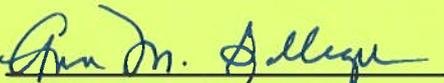


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULÉ-GIRÓN
MAYOR**



**ANN MARIE GALLEGOS
INTERIM CITY MANAGER**

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

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

**ESTHER GARDUNO-MONTOYA,
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**



City of Las Vegas, New Mexico

2019 Water, Wastewater, and Solid Waste Utility Rate Study – Draft Report/Executive Summary

November 7, 2019





November 7, 2019

Ms. Maria Gilvary
Utility Director
City of Las Vegas, New Mexico
905 12th St.,
Las Vegas, NM 87701

Re: 2019 Water, Wastewater,
and Solid Waste Utility Rate
Study – Draft Report

Dear Ms. Gilvary,

Stantec is pleased to provide you with this report of findings from the 2019 Water, Wastewater, and Solid Waste Utility Rate Study (Study) completed for City of Las Vegas's (City) water and wastewater, and solid waste systems. We appreciate the professional assistance provided by you and all members of the City staff who participated in the study.

Key findings and recommendations are provided in the attached report. While we evaluated financial planning forecasts through 2029, it is recommended that the City review and update the rate plans every year or when significant changes occur.

If you or others at the City have any questions, please do not hesitate to reach me at (530) 470-0515 or email me at georgette.aronow@stantec.com. We appreciate the opportunity to be of service to the City and look forward to the possibility of doing so again in the near future.

Sincerely,

Georgette Aronow
Project Manager

A handwritten signature in blue ink that reads "Georgette Aronow".

Enclosure

Siyuan Rao
Consultant

A handwritten signature in blue ink that reads "Siyuan Rao".

TABLE OF CONTENTS

1. Executive Summary.....	1
1.1 Introduction	1
1.2 Objectives	1
1.3 Financial Planning Analysis	Error! Bookmark not defined.
1.4 Cost-of-Service Analysis.....	3
1.5 Rate and Fee Structure Analysis	5
1.6 Capacity Fees for New Development	10
1.7 Miscellaneous Fees	11
1.8 Comparative Rate Analysis to Neighboring Utilities	12
1.9 Summary of Recommendations.....	15

1. EXECUTIVE SUMMARY

1.1 INTRODUCTION

This Executive Summary presents an overview of the findings of the 2019 Water, Wastewater, and Solid Waste Utility Rate Study (Study) that was completed for the water, wastewater, and solid waste systems of the City of Las Vegas, New Mexico (hereafter referred to as the "City") by Stantec. The findings of the Study are based on assumptions and costs that are subject to change, which could have a measurable effect on the findings. While this Executive Summary presents the findings and recommendations of the Study, the full report presents the detailed analyses prepared to develop the findings.

1.2 OBJECTIVES

The principal objectives or components of the Study are as follows:

Revenue Sufficiency Analysis – Develop a multi-year financial plan for the City's water, wastewater, and solid waste systems that determines the level of annual revenue required to satisfy projected annual operating, debt service, and capital cost requirements as well as maintain adequate reserves.

Cost-of-Service Analysis – Determine the costs of providing water, wastewater, and solid waste service in order to compare system costs to revenues and allocate the costs of providing utility services to specific system functions for use in developing water, wastewater, and solid waste user rates for each respective service, as appropriate.

Rate Review and Design – Review the City's existing rate structures and develop modifications, as appropriate, to ensure that the City's rates conform to accepted industry practice and reflect the appropriate distribution of system costs. Assess the ability of the rate structures to achieve the City's policy objectives, such as fiscal stability and affordability to the greatest extent possible.

System Development Fee Analysis for New Development – Evaluate the cost impacts of new development following directives of New Mexico state statute. The City currently does not have any system development fees in place. Through review of existing City assets, system capacities, and planned capital improvements, Stantec calculated system development fees for water and wastewater systems using the "buy-in method" for the City to consider adopting.

Miscellaneous Fee Analysis – Assist City staff in identifying the cost of providing its various miscellaneous services (such as inspections, septic charges, etc.) to serve as the basis for potential adjustment to the charges for these types of services.

Comparative Rate Analysis – Survey neighboring utility rates to determine how the City's water, wastewater, and solid waste rates compare to its neighbors. Calculate monthly water, wastewater,

and solid waste bills to compare current cost of services across communities. During this step, it is assumed that utilities likely follow differing asset replacement schedules and deliver different levels of service; therefore, this comparison of bill totals is provided simply as an objective look at neighboring rates and structures.

1.3 REVENUE SUFFICIENCY ANALYSIS

The revenue sufficiency analysis evaluated the sufficiency of the City's revenues to meet all current and projected financial requirements over a 10-year projection period, and determined the level of any rate revenue adjustments necessary in each year of the projection period to provide sufficient revenues to fund all of the water, wastewater, and solid waste utility cost requirements. Stantec independently reviewed financial documents of the water, wastewater, and solid waste utilities. Data and assumptions of the analysis were reviewed and discussed with City staff. Through this process, the recommended financial management plan and associated forecast of annual water, wastewater and solid waste rate revenue adjustments were developed and are presented in the main sections of this report.

The recommended financial management plan and corresponding plan of water, wastewater, and solid waste rate revenue adjustments are based upon the audited revenue and expense information, beginning balances, and assumptions as described in the body of this report. Detailed schedules presenting all components of the financial management plan are provided in the appendices to this report. The following findings and conclusions are provided based on the financial planning analysis.

- Evaluation of fund balances and the City's revenues generated from current rates and fees indicate that rate increases are needed for all three utilities during the study period, to ensure the City meets all financial targets, operation and capital needs.
- Stantec has worked with City staff to develop an updated capital improvement program (CIP) with a project schedule that includes specific project needs and priorities over a 10-year period based on the City's Master Plan for each fund. The financial plan for each utility optimizes funding for the CIP, depending on the current level of capital or operating reserves, state funding where available (primarily the water fund), and rate revenues.
- The City lacks a formal reserve policy for its water, wastewater, and solid waste utility enterprise funds. The American Water Works Association (AWWA), Water Environment Federation (WEF), and Government Finance Officers Association (GFOA) advise establishing cash reserves to maintain a financially resilient and sustainable utility.¹ The City has built up robust reserves, particularly for the Water fund. However, some of this funding will be needed to implement CIP projects over the short term. To maintain adequate reserves over the long term, Stantec recommends the City to slowly ramp up to a 12-month operating reserve for all three utilities by the end of study period, FY 2029.

¹ Cash Reserve Policy Guidelines, American Water Works Association, 2018.

The recommended rate revenue adjustment plans for the water, wastewater, and solid waste systems are presented in Table 1-1 below. Stantec developed two scenarios for the City's water system. In Scenario 1, the projected rate increase starts in FY 2022 at 4% with 40% CIP execution annually. This plan assumes that the remaining 60% of total capital expenditure needs will be recovered through grants. In Scenario 2, the rate plan assumes a lower CIP execution percentage of 28% annually, which equates to approximately \$2 million in deferred annual capital project spending. In this scenario, the water financial plan projects a 4% decrease in FY 2020, and then increases beginning in 2021, at a general cost escalation of 3.01% for every year through FY 2029.

For the wastewater fund, the financial plan showed that significant rate increases are needed in order to continue to provide for operating and maintenance costs as well as capital infrastructure improvements. Rate increases of 10.5% are recommended for fiscal years 2020 through 2023, after which rate increases decrease to 4.0% for the next three years. It is believed that the more significant early rate increases will allow the wastewater fund to return to a more solid financial footing and allow the City to continue to provide quality service to its rate payers.

The revenue sufficiency analysis of the solid waste fund showed the need for steady rate increases over the projection period at 5%. Steady rate increases will allow the City to execute the ongoing capital and equipment repair and replacement needs, in addition to its daily operational costs.

Table 1-1 Recommended Plan of Water and Wastewater Rate Revenue Adjustments

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Water Scenario 1 (CIP at 40%)	0.0%	0.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Water Scenario 2 (CIP at 28%)	-4.0%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%
Wastewater	10.5%	10.5%	10.5%	10.5%	4.0%	4.0%	4.0%	0.0%	0.0%	0.0%
Solid Waste	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%

1.4 COST-OF-SERVICE ANALYSIS

Stantec allocated the City's water, wastewater, and solid waste costs in a cost-of-service (COS) analysis to determine the under or over-recovery of revenues generated from each system versus the costs incurred to operate each system. The COS analysis evaluated the annual costs each utility incurs to provide the City's customers each service and determined the portion of system costs that are allocable to system functions. Customer classes require water, wastewater and solid waste services depending on each class' usage characteristics; therefore, Stantec analyzed customer class consumption patterns and requirements to determine the demand each class places on the City's systems.

Costs to serve each class of customers were calculated and compared against the revenue generated by the existing rates for each customer class. This comparison provides insight into the revenue sufficiency of existing rates to recover the costs for each class. Table 1-2 presents a summary of each utility's costs compared to revenues collected by customer class. Total revenue requirements for FY 2020 are approximately equal to \$4.8 million for the water utility, \$3.1 million for the wastewater utility, and \$3.2 million for the solid waste utility.

Table 1-2 Water Cost-of-Service Summary

Water Fund	FY 2019 Rate Revenue Under Existing Rates	FY 2019 Total Rate Revenue Req.	Over/(Under) Recovery
Residential Inside	\$2,048,155	\$2,392,077	(\$343,922)
Small Commercial Inside	\$389,462	\$353,781	\$35,681
Large Commercial Inside	\$1,379,197	\$1,022,126	\$357,070
Residential Outside	\$799,581	\$937,576	(\$137,995)
Small Commercial Outside	\$47,089	\$64,063	(\$16,974)
Large Commercial Outside	\$182,634	\$76,494	\$106,140
Total	\$4,846,118	\$4,846,118	\$0

Table 1-3 Wastewater Cost-of-Service Summary

Wastewater Fund	FY 2019 Rate Revenue Under Existing Rates	FY 2019 Total Rate Revenue Req.	Over/(Under) Recovery
Residential Inside	\$1,735,993	\$1,932,743	(\$196,750)
Small Commercial Inside	\$290,638	\$292,302	(\$1,663)
Large Commercial Inside	\$898,608	\$710,824	\$187,784
Large Commercial Inside Compound	\$23,068	\$14,347	\$8,722
Residential Outside	\$88,831	\$93,244	(\$4,413)
Small Commercial Outside	\$5,736	\$6,300	(\$564)
Large Commercial Outside	\$37,609	\$17,078	\$20,531
Sewer Only	\$41,812	\$15,753	\$26,059
Reclaimed Water - Large Commercial Inside	\$16,301	\$55,835	(\$39,534)
Reclaimed Water - SCI/ RI	\$71	\$242	(\$171)
Total	\$3,138,667	\$3,138,667	\$0

Table 1-4 Solid Waste Cost-of-Service Summary

Solid Waste Fund	FY 2019 Rate Revenue Under Existing Rates	FY 2019 Total Rate Revenue Req.	Over/(Under) Recovery
Residential Inside	\$1,504,851	\$1,882,014	(\$377,162)
Small Commercial Inside	\$579,955	\$488,177	\$91,778
Large Commercial Inside	\$1,053,210	\$797,710	\$255,500
Residential Outside	\$116,795	\$105,428	\$11,367
Small Commercial Outside	\$2,403	\$1,766	\$637
Large Commercial Outside	\$45,242	\$27,361	\$17,880
Total	\$3,302,456	\$3,302,456	\$0

A comparison of the allocated costs of service and the revenues collected by class indicates that while there are differences across customer classes, the revenues collected by class are generally in line with the COS by class. No changes to cost recovery by class are recommended at this time; however, recalculating the COS comparison after the recommended rate adjustment in FY 2020 is advised.

1.5 RATE AND FEE STRUCTURE ANALYSIS

Stantec examined the City's current water, wastewater and solid waste rate structures to assess how well the City's pricing objectives are being met. For water and wastewater, the City presently has monthly service charges that vary by meter size for each customer group (residential and commercial). There are also usage charges, based on consumption, for both water and wastewater service. For water service, usage charges are tiered for residential customers and uniform for commercial customers (although the rate varies between winter and summer use). For wastewater service, all customers pay the same usage charge per unit of consumption (1,000 gallons of water use).

For solid waste service, residential customers are charged based on the type of service (90-gallon cart vs. dumpster) and frequency of pick-up. Commercial customers are charged based on the type of service (cart vs. dumpster), the size of the dumpster and the frequency of pick-up per week. The City also charges an outside City service premium for all three utilities and all customer classes.

The primary objective for the City in review of the rates was to ensure that revised rates provide adequate funding for the utility systems and they did not necessarily desire major revisions to its rate structure. No significant rate structure changes are proposed for wastewater or solid waste. For water, it is suggested that the rate tiers be revised, and we present options for expanding 1st and 2nd tiers of residential customers, which would help to enhance affordability for the majority of rate payers. In addition, the City was interested in potentially decreasing the water rates in FY 2020. As a result, Stantec evaluated two sets of scenarios. The proposed changes to rate structures in FY 2020 are summarized below. After FY 2020, projected rate increases are applied at each rate component for all funds.

Water Fund:

1. **Scenario 1 - No Change in Monthly Fixed Charges in FY 2020 and 2021, 4% per year thereafter**
 - **Scenario 1a (Recommended)**
 - i. Expand residential tier 1 threshold from 2kgal – 3kgal
 - ii. Design uniform rate for small and large commercial customers
 - **Scenario 1b**
 - i. Expand Tier 1 threshold from 2kgal – 4kgal
 - ii. Expand Tier 2 threshold from 6kgal – 7kgal
 - iii. Design uniform rate for small and large commercial customers
2. **Scenario 2 – 4% decrease in Monthly Fixed Charges in 2020, 3% increase per year thereafter**
 - **Scenario 2a**
 - i. Expand residential tier 1 threshold from 2kgal – 3kgal
 - ii. Design uniform rate for small and large commercial customers
 - **Scenario 2b**
 - i. Expand Tier 1 threshold from 2kgal – 4kgal
 - ii. Expand Tier 2 threshold from 6kgal – 7kgal
 - iii. Design uniform rate for small and large commercial customers

Wastewater Fund

- No changes in the rate structure are proposed for wastewater customers, however, significant rate increases at 10.5% annually from FY 2020 – 2023, then 4% annually through FY 2026 are recommended to meet the funding needs of the system for all customers.
- It is recommended that the reclaimed water rate be increased based on the estimated cost to serve reclaimed water customers, which results in a rate increase from \$1.25 per thousand gallons to \$3.62 per thousand gallons.

Solid Waste Fund

- **Scenario 1:** No changes in the rate structure are proposed for solid waste customers, however, annual rate increases of 5% are projected from FY 2020 – FY 2029.
- **Scenario 2:** Align to cost-of-service rates in FY2020 for all customers. Apply 5% rate increases annually from FY 2021 – FY 2029.

The current and proposed rate schedules for FY 2019 through FY 2028, respectively, are presented below for all three funds. The water and sewer bill impacts are calculated at 4,000 gallons for residential customers, 15,000 gallons for commercial customers, and 68,000 gallons for reclaimed water customers, based on 2018 billing data for average usage.

Table 1-5 Current and Proposed Water Rate Schedules
Scenario 1A – 40% CIP Execution; Expand Tier 1 from 2kgal to 3kgal (Recommended)

Residential Customers	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	Existing Rate Structure	Proposed Rate Structure	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Rate Adjustment											
Fixed Charge (\$/month)											
5/8"	\$19.24	\$19.24	\$19.24	\$20.01	\$20.81	\$21.64	\$22.51	\$23.41	\$24.34	\$25.32	\$26.33
1"	41.71	41.71	41.71	43.38	45.11	46.92	48.79	50.75	52.78	54.89	57.08
Volumetric Charge (\$/kgal)											
Tier 1: 3,000 gallons* (2000 in 2019)	\$2.97	\$3.27	\$3.27	\$3.40	\$3.54	\$3.68	\$3.83	\$3.98	\$4.14	\$4.30	\$4.48
Tier 2: 6,000 gallons	6.70	7.38	7.38	7.67	7.98	8.30	8.63	8.98	9.33	9.71	10.10
Tier 3: 10,000 gallons	15.07	16.59	16.59	17.26	17.95	18.67	19.41	20.19	21.00	21.84	22.71
Tier 4: >10,000 gallons	37.69	41.50	41.50	43.16	44.89	46.68	48.55	50.49	52.51	54.61	56.80
Bill Impact- 5/8" meter at 4kgals	\$38.58	\$36.43	\$36.43	\$37.89	\$39.40	\$40.98	\$42.62	\$44.32	\$46.09	\$47.94	\$49.86
Commercial Customers	2019 Existing Rate Structure	2020 Proposed Rate Structure	2021	2022	2023	2024	2025	2026	2027	2028	2029
Rate Adjustment			0.00%	4.00%							
Fixed Charge (\$/month)											
5/8"	\$35.05	\$35.05	\$35.05	\$36.45	\$37.91	\$39.43	\$41.00	\$42.64	\$44.35	\$46.12	\$47.97
1"	176.83	176.83	176.83	183.90	191.26	198.91	206.87	215.14	223.75	232.70	242.00
1 1/2"	255.89	255.89	255.89	266.13	276.77	287.84	299.36	311.33	323.78	336.73	350.20
2"	353.67	353.67	353.67	367.82	382.53	397.83	413.74	430.29	447.51	465.41	484.02
3"	468.09	468.09	468.09	486.81	506.29	526.54	547.60	569.50	592.28	615.97	640.61
4"	530.50	530.50	530.50	551.72	573.79	596.74	620.61	645.43	671.25	698.10	726.03
6"	1227.44	1227.44	1227.44	1276.54	1327.60	1380.70	1435.93	1493.37	1553.10	1615.23	1679.84
8"	1393.87	1393.87	1393.87	1449.62	1507.61	1567.91	1630.63	1695.86	1763.69	1834.24	1907.61
Volumetric Charge (\$/kgal)											
Winter	\$6.30	\$6.94	\$6.94	\$7.22	\$7.51	\$7.81	\$8.12	\$8.44	\$8.78	\$9.13	\$9.50
Summer	7.88	\$6.94	\$6.94	\$7.22	\$7.51	\$7.81	\$8.12	\$8.44	\$8.78	\$9.13	\$9.50
Bill Impact- 5/8" meter at 15kgals Wint	\$129.55	\$139.15	\$139.15	\$144.72	\$150.50	\$156.52	\$162.79	\$169.30	\$176.07	\$183.11	\$190.44
Bill Impact- 5/8" meter at 15kgals Sum	\$153.25	\$139.15	\$139.15	\$144.72	\$150.50	\$156.52	\$162.79	\$169.30	\$176.07	\$183.11	\$190.44

Scenario 1B – 40% CIP Execution; Expand Tier 1 from 2kgal to 4kgal, Tier 2 from 6kgal to 7kgal

Residential Customers	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	Existing Rate Structure	Proposed Rate Structure	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Rate Adjustment											
Fixed Charge (\$/month)											
5/8"	\$19.24	\$19.24	\$19.24	\$20.01	\$20.81	\$21.64	\$22.51	\$23.41	\$24.34	\$25.32	\$26.33
1"	41.71	41.71	41.71	43.38	45.11	46.92	48.79	50.75	52.78	54.89	57.08
Volumetric Charge (\$/kgal)											
Tier 1: 4,000 gallons (2,000 in 2019)	\$2.97	\$3.69	\$3.69	\$3.84	\$3.99	\$4.15	\$4.32	\$4.49	\$4.67	\$4.86	\$5.05
Tier 2: 7,000 gallons (6,000 in 2019)	6.70	8.33	8.33	8.66	9.01	9.37	9.74	10.13	10.54	10.96	11.40
Tier 3: 10,000 gallons	15.07	18.73	18.73	19.48	20.26	21.07	21.91	22.79	23.70	24.65	25.63
Tier 4: >10,000 gallons	37.69	46.84	46.84	48.72	50.67	52.69	54.80	56.99	59.27	61.64	64.11
Bill Impact- 5/8" meter at 4kgals	\$38.58	\$34.01	\$34.01	\$35.37	\$36.78	\$38.25	\$39.78	\$41.37	\$43.03	\$44.75	\$46.54
Commercial Customers	2019 Existing Rate Structure	2020 Proposed Rate Structure	2021	2022	2023	2024	2025	2026	2027	2028	2029
Rate Adjustment			0.00%	4.00%							
Fixed Charge (\$/month)											
5/8"	\$35.05	\$35.05	\$35.05	\$36.45	\$37.91	\$39.43	\$41.00	\$42.64	\$44.35	\$46.12	\$47.97
1"	176.83	176.83	176.83	183.90	191.26	198.91	206.87	215.14	223.75	232.70	242.00
1 1/2"	255.89	255.89	255.89	266.13	276.77	287.84	299.36	311.33	323.78	336.73	350.20
2"	353.67	353.67	353.67	367.82	382.53	397.83	413.74	430.29	447.51	465.41	484.02
3"	468.09	468.09	468.09	486.81	506.29	526.54	547.60	569.50	592.28	615.97	640.61
4"	530.50	530.50	530.50	551.72	573.79	596.74	620.61	645.43	671.25	698.10	726.03
6"	1227.44	1227.44	1227.44	1276.54	1327.60	1380.70	1435.93	1493.37	1553.10	1615.23	1679.84
8"	1393.87	1393.87	1393.87	1449.62	1507.61	1567.91	1630.63	1695.86	1763.69	1834.24	1907.61
Volumetric Charge (\$/kgal)											
Winter	\$6.30	\$6.94	\$6.94	\$7.22	\$7.51	\$7.81	\$8.12	\$8.44	\$8.78	\$9.13	\$9.50
Summer	7.88	\$6.94	\$6.94	\$7.22	\$7.51	\$7.81	\$8.12	\$8.44	\$8.78	\$9.13	\$9.50
Bill Impact- 5/8" meter at 15kgals Wir	\$129.55	\$139.15	\$139.15	\$144.72	\$150.50	\$156.52	\$162.79	\$169.30	\$176.07	\$183.11	\$190.44
Bill Impact- 5/8" meter at 15kgals Sum	\$153.25	\$139.15	\$139.15	\$144.72	\$150.50	\$156.52	\$162.79	\$169.30	\$176.07	\$183.11	\$190.44

Scenario 2A – 28% CIP Execution; Expand Tier 1 from 2kgal to 3kgal

Residential Customers	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	Existing Rate Structure	Proposed Rate Structure									
Rate Adjustment			3.01%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%
Fixed Charge (\$/month)											
5/8"	\$19.24	\$18.47	\$19.03	\$19.60	\$20.19	\$20.80	\$21.42	\$22.07	\$22.73	\$23.42	\$24.12
1"	41.71	40.04	41.25	42.49	43.77	45.08	46.44	47.84	49.28	50.76	52.29
Volumetric Charge (\$/kgal)											
Tier 1: 3,000 gallons* (2000 in 2019)	\$2.97	\$3.11	\$3.20	\$3.30	\$3.40	\$3.50	\$3.61	\$3.72	\$3.83	\$3.94	\$4.06
Tier 2: 6,000 gallons	6.70	7.02	7.23	7.45	7.67	7.90	8.14	8.39	8.64	8.90	9.17
Tier 3: 10,000 gallons	15.07	15.80	16.28	16.77	17.27	17.79	18.33	18.88	19.45	20.03	20.63
Tier 4: >10,000 gallons	37.69	39.51	40.70	41.92	43.19	44.49	45.83	47.20	48.63	50.09	51.60
Bill Impact- 5/8" meter at 4kgals	\$38.58	\$34.82	\$35.87	\$36.95	\$38.06	\$39.21	\$40.39	\$41.60	\$42.85	\$44.14	\$45.47

Commercial Customers	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	Existing Rate Structure	Proposed Rate Structure									
Rate Adjustment			3.01%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%
Fixed Charge (\$/month)											
5/8"	\$35.05	\$33.65	\$34.66	\$35.70	\$36.78	\$37.89	\$39.03	\$40.20	\$41.41	\$42.66	\$43.94
1"	176.83	169.76	174.87	180.13	185.55	191.14	196.89	202.82	208.92	215.21	221.69
1 1/2"	255.89	245.65	253.05	260.67	268.51	276.59	284.92	293.50	302.33	311.43	320.80
2"	353.67	339.52	349.74	360.27	371.11	382.28	393.79	405.64	417.85	430.43	443.39
3"	468.09	449.37	462.89	476.83	491.18	505.96	521.19	536.88	553.04	569.69	586.83
4"	530.50	509.28	524.61	540.40	556.67	573.42	590.68	608.46	626.78	645.64	665.08
6"	1227.44	1178.34	1213.81	1250.35	1287.98	1326.75	1366.69	1407.82	1450.20	1493.85	1538.81
8"	1393.87	1338.12	1378.39	1419.88	1462.62	1506.65	1552.00	1598.71	1646.83	1696.40	1747.46
Volumetric Charge (\$/kgal)											
Winter	\$6.30	\$6.63	\$6.83	\$7.04	\$7.25	\$7.47	\$7.69	\$7.92	\$8.16	\$8.41	\$8.66
Summer	7.88										
Bill Impact- 5/8" meter at 15kgals Win	\$129.55										
Bill Impact- 5/8" meter at 15kgals Sum	\$153.25	\$133.10	\$137.10	\$141.23	\$145.48	\$149.86	\$154.37	\$159.02	\$163.81	\$168.74	\$173.81

Scenario 2B – 28% CIP Execution; Expand Tier 1 from 2kgal to 4kgal, Tier 2 from 6kgal to 7kgal

Residential Customers	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	Existing Rate Structure	Proposed Rate Structure									
Rate Adjustment			3.01%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%
Fixed Charge (\$/month)											
5/8"	\$19.24	\$18.47	\$19.03	\$19.60	\$20.19	\$20.80	\$21.42	\$22.07	\$22.73	\$23.42	\$24.12
1"	41.71	40.04	41.25	42.49	43.77	45.08	46.44	47.84	49.28	50.76	52.29
Volumetric Charge (\$/kgal)											
Tier 1: 4,000 gallons (2,000 in 2019)	\$2.97	\$3.51	\$3.62	\$3.72	\$3.84	\$3.95	\$4.07	\$4.19	\$4.32	\$4.45	\$4.58
Tier 2: 7,000 gallons (6,000 in 2019)	6.70	7.93	8.17	8.41	8.67	8.93	9.20	9.47	9.76	10.05	10.36
Tier 3: 10,000 gallons	15.07	17.83	18.37	18.92	19.49	20.08	20.68	21.30	21.94	22.60	23.28
Tier 4: >10,000 gallons	37.69	44.60	45.94	47.33	48.75	50.22	51.73	53.29	54.89	56.54	58.24
Bill Impact- 5/8" meter at 4kgals	\$38.58	\$32.51	\$33.49	\$34.50	\$35.54	\$36.60	\$37.71	\$38.84	\$40.01	\$41.22	\$42.46

Commercial Customers	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	Existing Rate Structure	Proposed Rate Structure									
Rate Adjustment			0.00%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%	3.01%
Fixed Charge (\$/month)											
5/8"	\$35.05	\$33.65	\$34.66	\$35.70	\$36.78	\$37.89	\$39.03	\$40.20	\$41.41	\$42.66	\$43.94
1"	176.83	169.76	174.87	180.13	185.55	191.14	196.89	202.82	208.92	215.21	221.69
1 1/2"	255.89	245.65	253.05	260.67	268.51	276.59	284.92	293.50	302.33	311.43	320.80
2"	353.67	339.52	349.74	360.27	371.11	382.28	393.79	405.64	417.85	430.43	443.39
3"	468.09	449.37	462.89	476.83	491.18	505.96	521.19	536.88	553.04	569.69	586.83
4"	530.50	509.28	524.61	540.40	556.67	573.42	590.68	608.46	626.78	645.64	665.08
6"	1227.44	1178.34	1213.81	1250.35	1287.98	1326.75	1366.69	1407.82	1450.20	1493.85	1538.81
8"	1393.87	1338.12	1378.39	1419.88	1462.62	1506.65	1552.00	1598.71	1646.83	1696.40	1747.46
Volumetric Charge (\$/kgal)											
Winter	\$6.30	\$6.63	\$6.83	\$7.04	\$7.25	\$7.47	\$7.69	\$7.92	\$8.16	\$8.41	\$8.66
Summer	7.88										
Bill Impact- 5/8" meter at 15kgals Win	\$129.55										
Bill Impact- 5/8" meter at 15kgals Surr	\$153.25	\$133.10	\$137.10	\$141.23	\$145.48	\$149.86	\$154.37	\$159.02	\$163.81	\$168.74	\$173.81

Table 1-6 Current and Proposed Wastewater Rate Schedules

Residential Customers	2019 Existing	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Rate Adjustment		10.50%	10.50%	10.50%	10.50%	4.00%	4.00%	4.00%	0.00%	0.00%	0.00%
Fixed Charge (\$/month)											
5/8"	\$14.25	\$15.75	\$17.40	\$19.23	\$21.25	\$22.10	\$22.98	\$23.90	\$23.90	\$23.90	\$23.90
1"	31.21	34.49	38.11	42.11	46.53	48.39	50.33	52.34	52.34	52.34	52.34
Volumetric Charge (\$/kgal)											
Uniform Rate	\$6.40	\$7.07	\$7.81	\$8.64	\$9.54	\$9.92	\$10.32	\$10.73	\$10.73	\$10.73	\$10.73
Bill Impact- 5/8" meter at 4kgals	\$39.85	\$44.03	\$48.66	\$53.77	\$59.41	\$61.79	\$64.26	\$66.83	\$66.83	\$66.83	\$66.83

Commercial Customers	2019 Existing	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Rate Adjustment		10.50%	10.50%	10.50%	10.50%	4.00%	4.00%	4.00%	0.00%	0.00%	0.00%
Fixed Charge (\$/month)											
5/8"	\$14.25	\$15.75	\$17.40	\$19.23	\$21.25	\$22.10	\$22.98	\$23.90	\$23.90	\$23.90	\$23.90
1"	31.21	34.49	38.11	42.11	46.53	48.39	50.33	52.34	52.34	52.34	52.34
1 1/2"	59.29	65.52	72.39	80.00	88.40	91.93	95.61	99.43	99.43	99.43	99.43
2"	93.41	103.22	114.06	126.03	139.27	144.84	150.63	156.65	156.65	156.65	156.65
3"	188.28	208.05	229.89	254.03	280.71	291.94	303.61	315.76	315.76	315.76	315.76
4"	354.82	392.08	433.24	478.73	529.00	550.16	572.17	595.06	595.06	595.06	595.06
6"	798.44	882.28	974.92	1077.28	1190.40	1238.01	1287.53	1339.03	1339.03	1339.03	1339.03
Volumetric Charge (\$/kgal)											
Uniform Rate	\$6.40	\$7.07	\$7.81	\$8.64	\$9.54	\$9.92	\$10.32	\$10.73	\$10.73	\$10.73	\$10.73
Bill Impact- 5/8" meter at 15kgals	\$110.25	\$121.83	\$134.62	\$148.75	\$164.37	\$170.95	\$177.78	\$184.90	\$184.90	\$184.90	\$184.90

Reclaimed Customers	2019 Existing	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Rate Adjustment		COS- Rates	10.50%	10.50%	10.50%	4.00%	4.00%	4.00%	0.00%	0.00%	0.00%
Uniform Rate	\$1.25	\$3.62	\$4.00	\$4.42	\$4.88	\$5.08	\$5.28	\$5.49	\$5.49	\$5.49	\$5.49
Bill Impact- 68 kgals	\$85.00	\$246.16	\$272.01	\$300.57	\$332.13	\$345.41	\$359.23	\$373.60	\$373.60	\$373.60	\$373.60

Table 1-7 Current and Proposed Solid Waste Rate Schedules

Scenario 1 Existing Rate Structure; 5% annual rate increases apply to all rate components

Residential Customers	2019 Existing	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Rate Adjustment		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Cart (90 Gallon)	\$25.90	\$27.20	\$28.55	\$29.98	\$31.48	\$33.06	\$34.71	\$36.44	\$38.27	\$40.18	\$42.19
Additional Cart	\$12.10	\$12.71	\$13.34	\$14.01	\$14.71	\$15.44	\$16.22	\$17.03	\$17.88	\$18.77	\$19.71
Dumpster - 1.5 CY	\$58.60	\$61.53	\$64.61	\$67.84	\$71.23	\$74.79	\$78.53	\$82.46	\$86.58	\$90.91	\$95.45

Commercial Customers	2019 Existing	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Rate Adjustment		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
First Pick Up											
Cart (90 Gallon)	\$31.50	\$33.08	\$34.73	\$36.47	\$38.29	\$40.20	\$42.21	\$44.32	\$46.54	\$48.87	\$51.31
Dumpster - 1.5 CY	\$71.30	\$74.87	\$78.61	\$82.54	\$86.67	\$91.00	\$95.55	\$100.33	\$105.34	\$110.61	\$116.14
Dumpster - 2 CY	\$88.40	\$92.82	\$97.46	\$102.33	\$107.45	\$112.82	\$118.46	\$124.39	\$130.61	\$137.14	\$143.99
Dumpster - 3 CY	\$120.10	\$126.11	\$132.41	\$139.03	\$145.98	\$153.28	\$160.95	\$168.99	\$177.44	\$186.31	\$195.63
Dumpster - 4 CY	\$152.50	\$160.13	\$168.13	\$176.54	\$185.36	\$194.63	\$204.36	\$214.58	\$225.31	\$236.58	\$248.41
Dumpster - 6 CY	\$217.80	\$228.69	\$240.12	\$252.13	\$264.74	\$277.97	\$291.87	\$306.47	\$321.79	\$337.88	\$354.77
Dumpster - 8 CY	\$281.80	\$295.89	\$310.68	\$326.22	\$342.53	\$359.66	\$377.64	\$396.52	\$416.35	\$437.16	\$459.02
Additional Pick Ups											
Cart (90 Gallon)	\$27.40	\$28.77	\$30.21	\$31.72	\$33.30	\$34.97	\$36.72	\$38.55	\$40.48	\$42.51	\$44.63
Dumpster - 1.5 CY	\$59.10	\$62.06	\$65.16	\$68.42	\$71.84	\$75.43	\$79.20	\$83.16	\$87.32	\$91.68	\$96.27
Dumpster - 2 CY	\$74.50	\$78.23	\$82.14	\$86.24	\$90.56	\$95.08	\$99.84	\$104.83	\$110.07	\$115.57	\$121.35
Dumpster - 3 CY	\$105.10	\$110.36	\$115.87	\$121.67	\$127.75	\$134.14	\$140.84	\$147.89	\$155.28	\$163.04	\$171.20
Dumpster - 4 CY	\$135.90	\$142.70	\$149.83	\$157.32	\$165.19	\$173.45	\$182.12	\$191.22	\$200.79	\$210.83	\$221.37
Dumpster - 6 CY	\$197.30	\$207.17	\$217.52	\$228.40	\$239.82	\$251.81	\$264.40	\$277.62	\$291.50	\$306.08	\$321.38
Dumpster - 8 CY	\$259.10	\$272.06	\$285.66	\$299.94	\$314.94	\$330.68	\$347.22	\$364.58	\$382.81	\$401.95	\$422.05

Scenario 2 Align to cost-of-service rates in FY 2020; 5% annual rate increases apply to all rate components starting in FY 2021

Residential Customers	2019 Existing	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Rate Adjustment		COS- Rates	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Cart (90 Gallon)	\$25.90	\$34.75	\$36.49	\$38.31	\$40.23	\$42.24	\$44.35	\$46.57	\$48.90	\$51.34	\$53.91
Additional Cart	\$12.10	\$26.25	\$27.56	\$28.94	\$30.39	\$31.91	\$33.50	\$35.18	\$36.94	\$38.78	\$40.72
Dumpster – 1.5 CY	\$58.60	\$72.71	\$76.35	\$80.16	\$84.17	\$88.38	\$92.80	\$97.44	\$102.31	\$107.43	\$112.80
Commercial Customers	2019 Existing	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Rate Adjustment		COS- Rates	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
First Pick Up											
Cart (90 Gallon)	\$31.50	\$34.75	\$36.49	\$38.31	\$40.23	\$42.24	\$44.35	\$46.57	\$48.90	\$51.34	\$53.91
Dumpster – 1.5 CY	\$71.30	\$72.71	\$76.35	\$80.16	\$84.17	\$88.38	\$92.80	\$97.44	\$102.31	\$107.43	\$112.80
Dumpster – 2 CY	\$88.40	\$83.08	\$87.23	\$91.60	\$96.18	\$100.98	\$106.03	\$111.34	\$116.90	\$122.75	\$128.88
Dumpster – 3 CY	\$120.10	\$103.82	\$109.01	\$114.46	\$120.18	\$126.19	\$132.50	\$139.13	\$146.09	\$153.39	\$161.06
Dumpster – 4 CY	\$152.50	\$124.56	\$130.79	\$137.33	\$144.19	\$151.40	\$158.97	\$166.92	\$175.27	\$184.03	\$193.23
Dumpster – 6 CY	\$217.80	\$166.04	\$174.34	\$183.06	\$192.21	\$201.82	\$211.91	\$222.51	\$233.63	\$245.32	\$257.58
Dumpster – 8 CY	\$281.80	\$207.52	\$217.90	\$228.79	\$240.23	\$252.24	\$264.85	\$278.10	\$292.00	\$306.60	\$321.93
Additional Pick Ups											
Cart (90 Gallon)	\$27.40	\$34.75	\$36.49	\$38.31	\$40.23	\$42.24	\$44.35	\$46.57	\$48.90	\$51.34	\$53.91
Dumpster – 1.5 CY	\$59.10	\$72.71	\$76.35	\$80.16	\$84.17	\$88.38	\$92.80	\$97.44	\$102.31	\$107.43	\$112.80
Dumpster – 2 CY	\$74.50	\$83.08	\$87.23	\$91.60	\$96.18	\$100.98	\$106.03	\$111.34	\$116.90	\$122.75	\$128.88
Dumpster – 3 CY	\$105.10	\$103.82	\$109.01	\$114.46	\$120.18	\$126.19	\$132.50	\$139.13	\$146.09	\$153.39	\$161.06
Dumpster – 4 CY	\$135.90	\$124.56	\$130.79	\$137.33	\$144.19	\$151.40	\$158.97	\$166.92	\$175.27	\$184.03	\$193.23
Dumpster – 6 CY	\$197.30	\$166.04	\$174.34	\$183.06	\$192.21	\$201.82	\$211.91	\$222.51	\$233.63	\$245.32	\$257.58
Dumpster – 8 CY	\$259.10	\$207.52	\$217.90	\$228.79	\$240.23	\$252.24	\$264.85	\$278.10	\$292.00	\$306.60	\$321.93

1.6 CAPACITY FEES FOR NEW DEVELOPMENT

The City does not currently charge development impact fees for water and wastewater capacity. Development impact fees are allowed in New Mexico per Article 8 – Land Development Fees and Rights, Section 5-8-1 through 5-8-43, otherwise known as the Development Fee Act. These fees provide a mechanism for municipalities to charge new development for utility capital improvements from which they benefit and are typically paid at the time a building permit is issued. The fees must be proportional to the benefit received by new development.

Stantec has prepared a fee analysis for the water and wastewater systems and calculated preliminary fees. The method for calculating the fees is based on accepted methodologies as described in AWWA Manual M1² and WEF Manual of Practice No. 27³ and the requirements of the New Mexico Development Fee Act.

The analysis focused on determining the total capacity available to serve future development, the level of current usage or service, and the cost related to providing service related to capital infrastructure. To determine these key factors, Stantec first focused on the value of the current plant in service for both systems and calculated a total system value using the replacement cost, new less depreciation (RCNLD) method. RCNLD values existing fixed assets according to the costs of replacing the asset in today's dollars, adjusted by depreciation that has occurred in the system since the asset was placed in service. Next, the cost of new capital improvements needed to serve new customers was added to the RCNLD of

² American Water Works Association, Manual of Water Supply Practices M1, Principles of Water Rates, Fees, and Charges, 7th ed., 2017.

³ Water Environment Federation, Manual of Practice No. 27, Financing and Charges for Wastewater Systems, 2005.

the existing assets. The total system costs represent the value of the City's investment in its water and wastewater systems to serve new customers.

In addition to determining the system value, Stantec applied system capacity values for water and wastewater obtained from the recent master plans and discussions with City staff. Total capacity available for new customers and the number of equivalent residential units (ERUs) able to be served were used to calculate the remaining capacity within the system and determine the PIF for each new unit connecting to the City's water and wastewater systems. Given these independent calculations, Table 1-8 below presents the proposed system development fees.

Table 1-8 Proposed Development Impact Fees

	Proposed FY 2020
Water Fee	\$2,783
Wastewater Fee	\$1,058

If the City desires to move forward with instituting system development impact fees for water and sewer, there are further statutory requirements that will need to be met. These include holding separate public hearings to formerly consider and approve system wide land use assumptions within the designated service area and a subsequent public hearing to consider the capital improvement program, including those facilities that will be needed to serve future development.

1.7 MISCELLANEOUS FEES

The City of Las Vegas currently applies miscellaneous service charges for the provision of specific services to individual customers. Service connection or tap fees (which refers to meter installation or related inspections), septic charge fees, overload trash charge, and hourly technician fees are examples of the types of services for which the City has various miscellaneous service charges. The intent of miscellaneous service charges is to ensure the recipient of the benefit of a specific service bears the current costs associated with providing that service. Stantec reviewed a list of existing miscellaneous service charges with City staff. With input from staff, existing fees were compared against a variety of cost sources to assess the need for adjusting the fees. Surveys of comparable utilities and the fees assessed for different services as well as actual cost data were reviewed. A list of updated miscellaneous fees, comparing existing and the proposed fees for consideration by the City is summarized below:

Table 1-9 Current and Proposed Miscellaneous Fees

Miscellaneous Fees	Current Fee	Proposed Fee	% Change
Water Service Connections			
3/4" New Service Tap - Single Setter	\$460	\$1,611	250%
3/4" New Service Tap - Double Setter	\$560	\$1,940	246%
1" New Service Tap - Single Setter	\$500	\$1,685	237%
1" New Service Tap - Double Setter	\$500	\$2,060	312%
2" New Service Tap	\$1,000	\$2,462	146%
4" New Service Tap	\$6,000	\$7,685	28%
6" New Service Tap	\$8,000	\$9,102	14%
8" New Service Tap	\$15,000	\$12,845	-14%
Wastewater Service Connections			
Inspection Fee	\$250	\$311	24%
Hourly Technician Fee (\$/hr)			
Technician fee per hour (cut-in/ out water service, setting of meter, pulling of meter, processing of a request for service)	\$14	\$17	24%
Septic Charge (\$/dump)	\$50	\$50	0%
Overload Trash Charge	\$20	\$20	0%

1.8 COMPARATIVE RATE ANALYSIS TO NEIGHBORING UTILITIES

Stantec completed a rate survey for neighboring utilities that captures the water, wastewater, and solid waste volumetric rates and monthly fixed fees as well as rate structures of each utility. A list of neighboring utilities surveyed includes: ABCWUA, Alamogordo, Amarillo, Carlsbad, Las Cruces, Los Alamos County, Los Lunas, Portales, Rio Rancho, Roswell, Santa Fe, Taos and Tuscon in alphabetical order.

The graph below presents the comparison of total monthly water, wastewater, and solid waste bills for each community as of Jan 1st 2019. Bill calculations assume the City of Las Vegas's average water usage and wastewater flow of 4,000 gallons (4 kgals). The average combined monthly bill for all communities is \$76.13.

Figure 1-1 Comparison of Utility Bills for Water

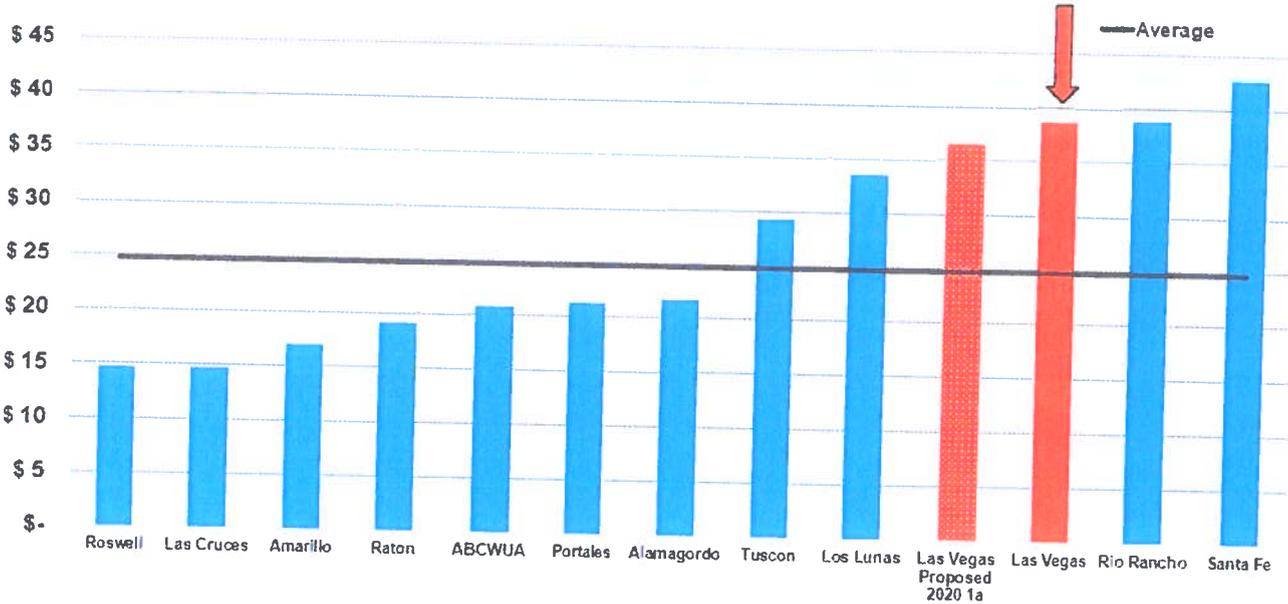


Figure 1-2 Comparison of Utility Bills for Wastewater

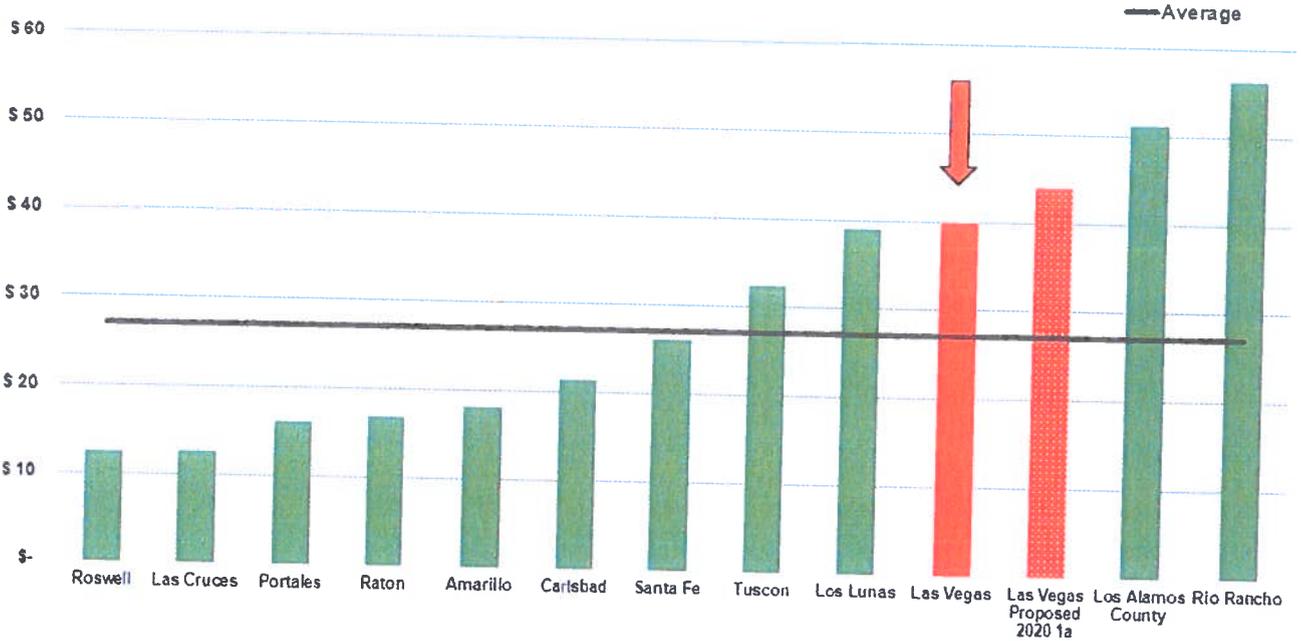


Figure 1-3 Comparison of Utility Bills for Solid Waste

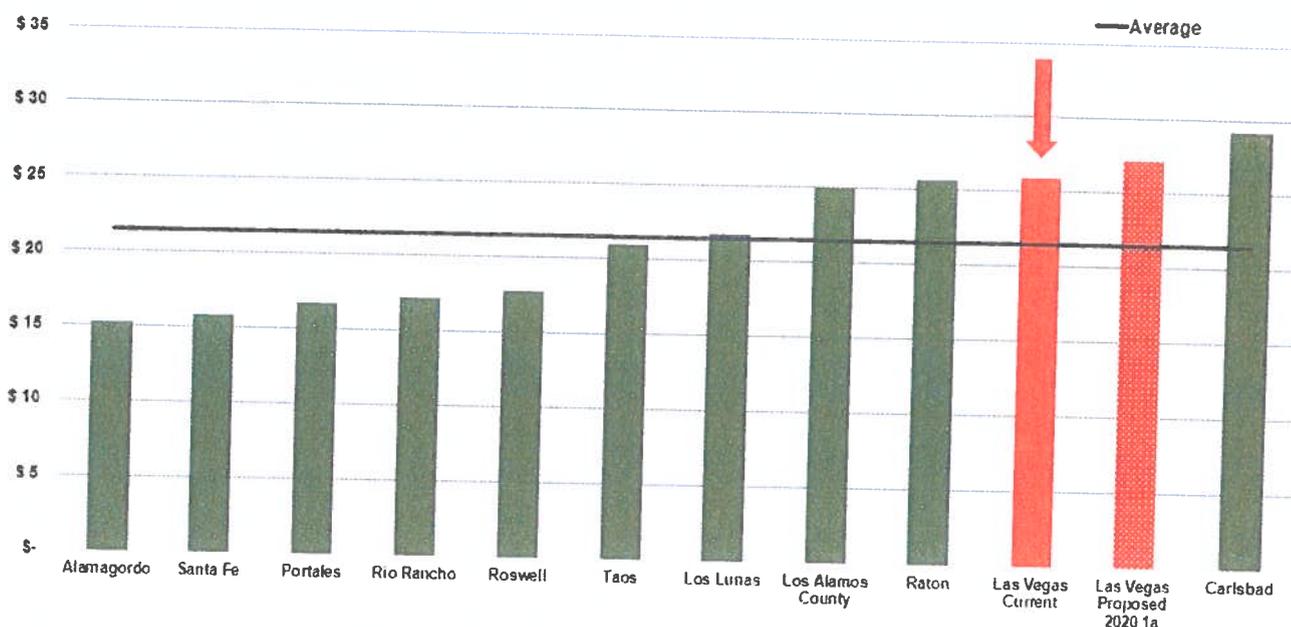
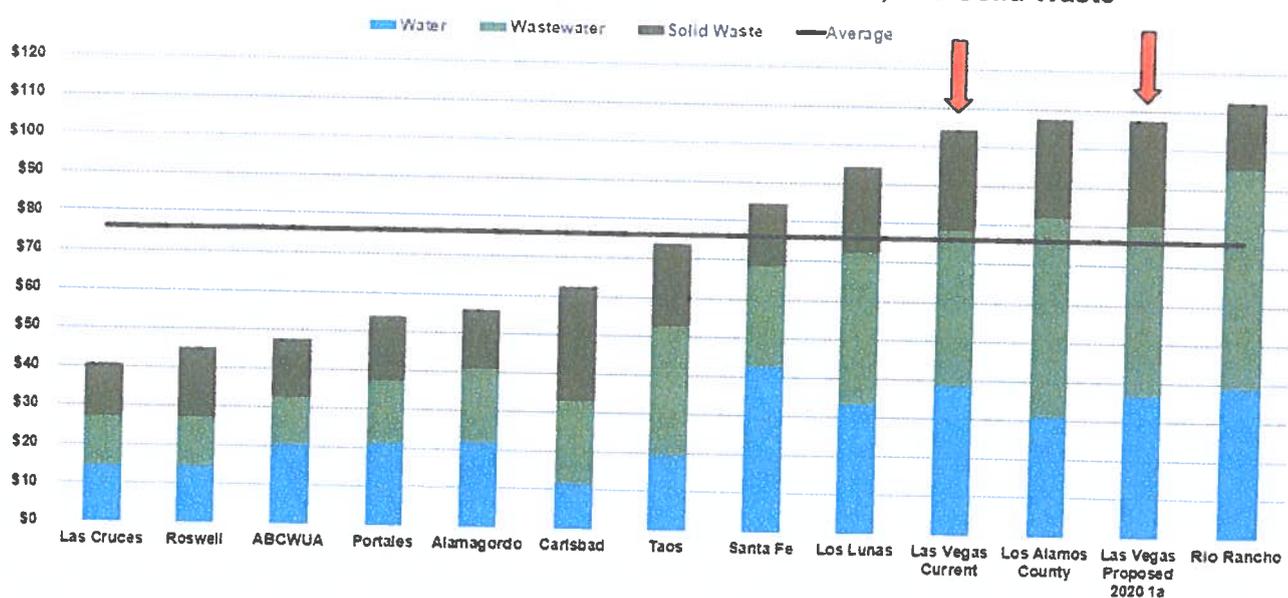


Figure 1-4 Comparison of Total Utility Bills for Water, Wastewater, and Solid Waste



1.9 SUMMARY OF RECOMMENDATIONS

A summary of Study recommendations based on the development of the financial analysis for the City's water, wastewater, and solid waste utilities is presented below.

- Stantec recommends the City to consider adopting Scenario 1A for water fund:
 1. Expand tier 1 threshold from 2kgal to 3kgal in FY 2020 for residential customers
 2. Eliminate seasonal rates and implement a uniform rate for commercial customers
 3. No rate adjustments in FY 2021
 4. Starting in 2022, apply a 4% rate increase to all rate components for all customers
- For the sewer fund, no rate structure changes are recommended. Projected rate adjustments include 4 years of 10.5% rate increase starting in FY 2020 then 4% rate increases from FY 2024 – FY 2026;
- For the solid waste fund, no rate structure changes are recommended for FY2019. Projected rate adjustments include annual increase of 5% from FY 2020 – FY 2029;
- Adjust reclaimed water usage charge to cost-of-service rate from \$1.25/kgal to \$3.62/kgal;
- Maintain/ build up an operating and maintenance reserve balance equal to 12 months through FY 2029 for all funds;
- Consider implementing a system development fee (SDF) for water and wastewater utilities, which would institute a one-time charge for new users to connect to the City's water and wastewater systems;

The calculated water SDF is \$2,783

The calculated wastewater SDF is \$1,058
- Evaluate utility performance annually to assess rate revenue needs;
- Review system development fees (SDFs) every 3-5 years or when changes to the growth-related CIP are expected if the City decides to adopt the fees.



City of Las Vegas
2019 Water / Wastewater / Solid Waste
Rate Study

Preliminary Recommendations

November 20, 2019



Agenda

- 1. Study Background**
- 2. Financial Plan & Proposed Rate Adjustments**
 - Water Enterprise
 - Sewer Enterprise
 - Solid Waste Enterprise
- 3. Misc. Fees & Charges**
- 4. Benchmarking & Rate Comparisons**

2019 Water, WW & Solid Waste Rate Study Background

Last rate study completed in 2011 - 2012

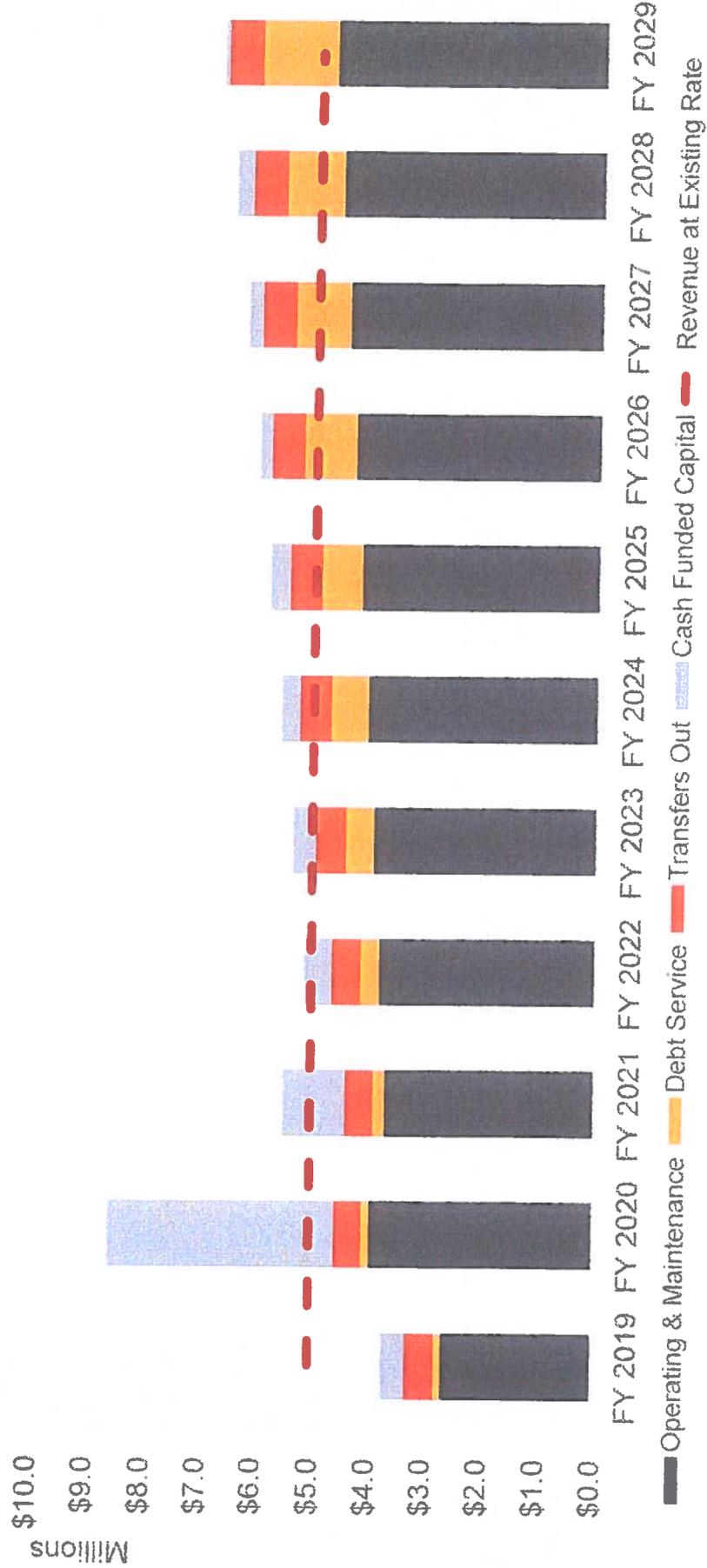
Drivers for current study:

- ✓ **System Needs:** Provide adequate funding for operations & maintenance (O&M) and capital project needs.
- ✓ **Reserves:** Maintain operating reserves
- ✓ **Affordability:** Ensure rates are set in alignment with current system funding needs and consider affordability when evaluating rate structure changes
- ✓ **Schedule:** Last adopted rate adjustments were for FY 2018 for water and wastewater, and FY 2015 for solid waste

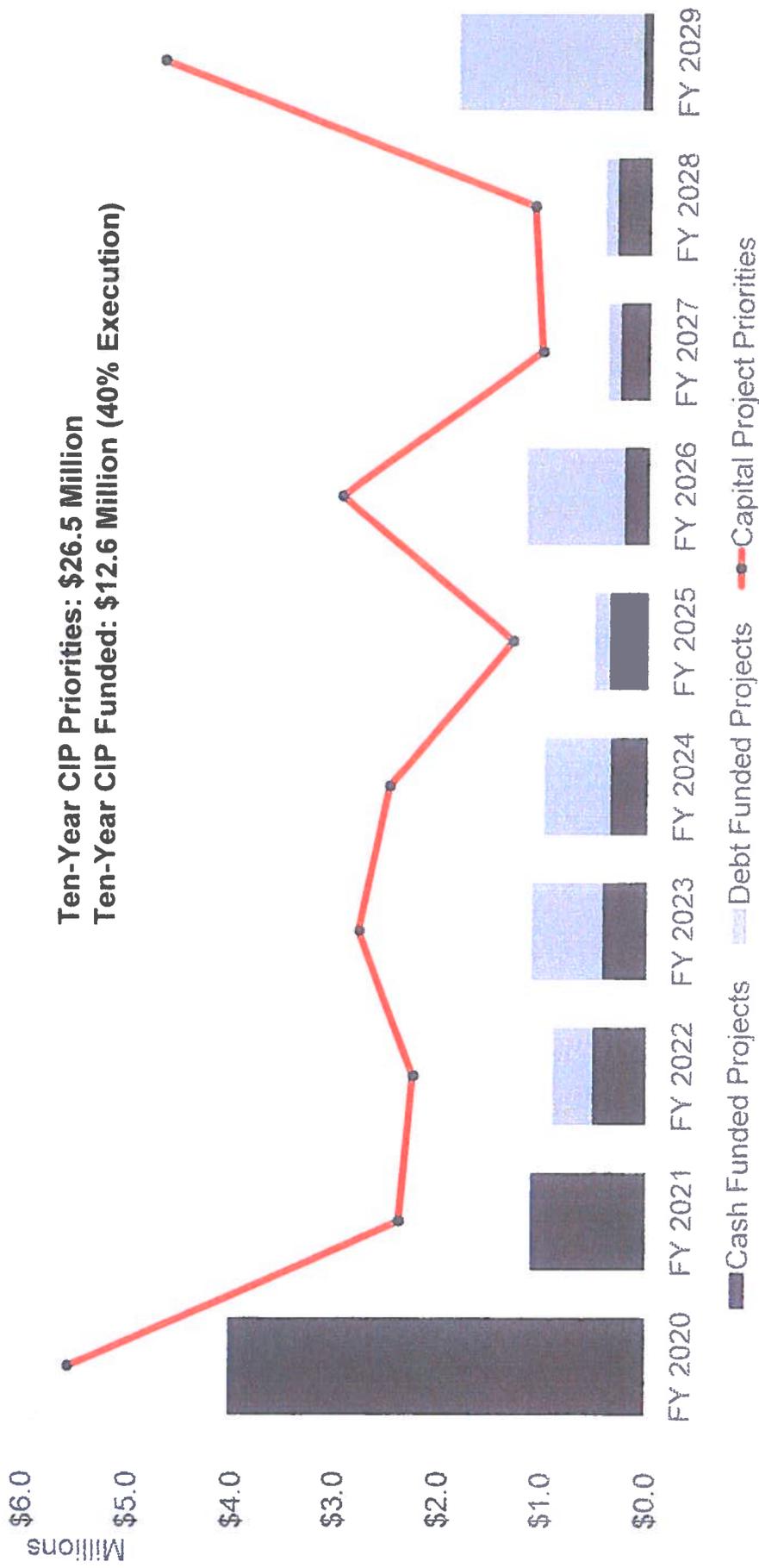
Water Enterprise

Financial Plan

Water Enterprise Uses and Sources of Funds FY2020 – FY 2029

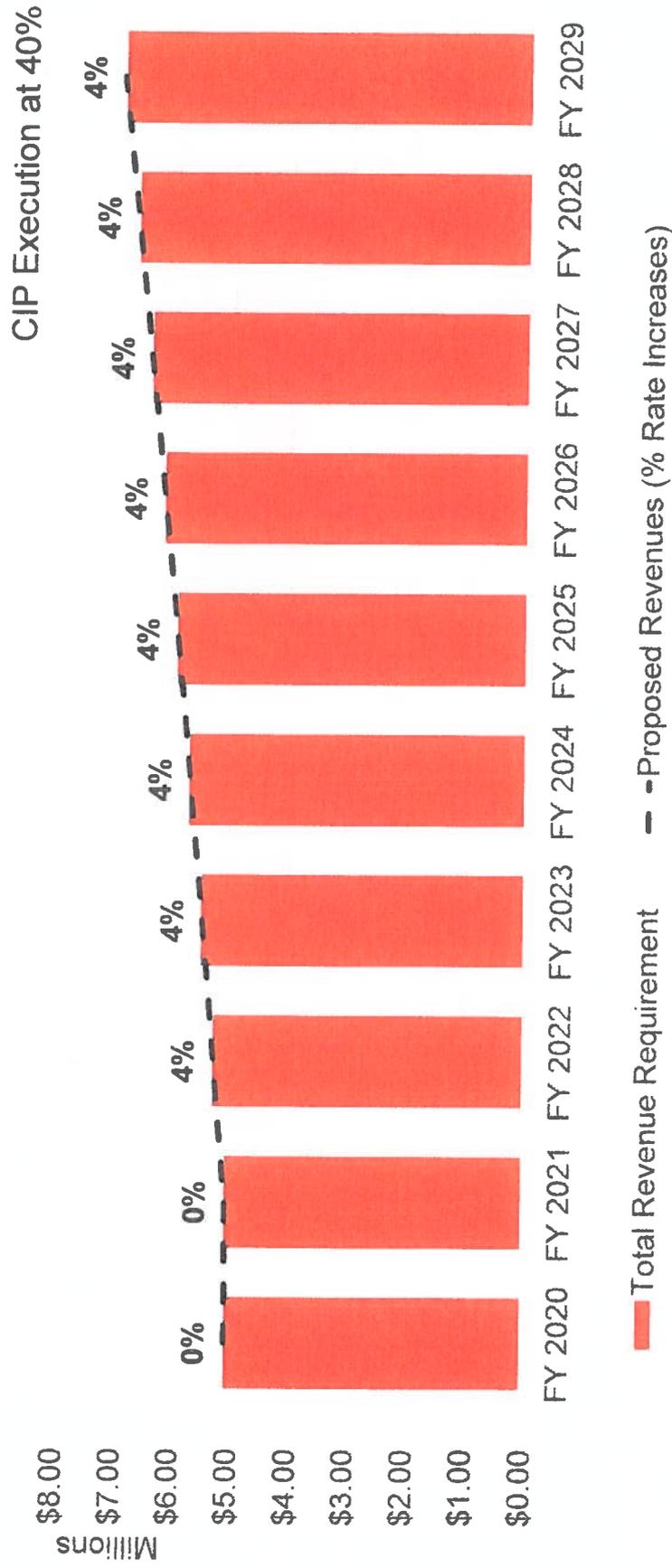


Water Enterprise Capital Spending Forecast

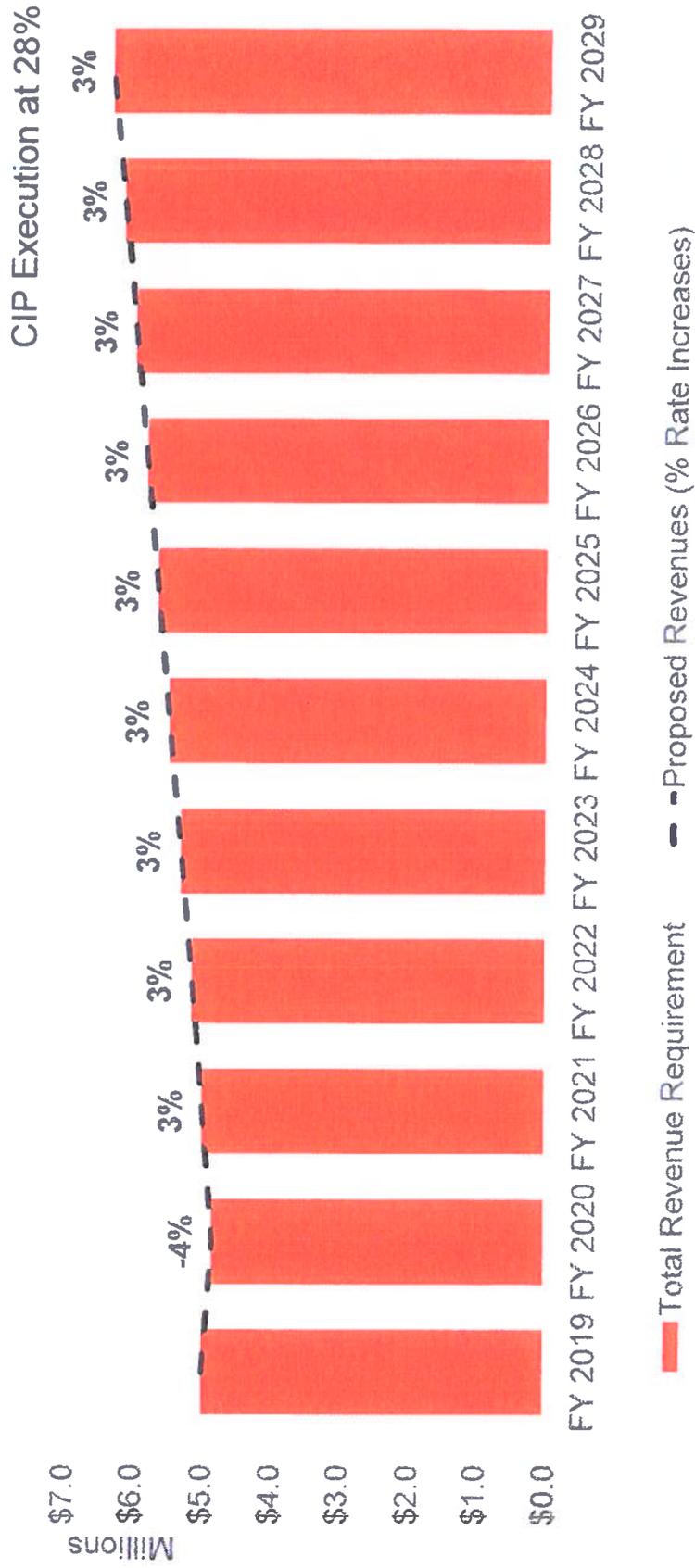


Water Enterprise Projected Rate Plan

Scenario 1 FY 2020 – FY 2029



Water Enterprise Projected Rate Plan Scenario 2 FY 2020 – FY 2029



Water Fund

Cost of Service and Rate Design Topics

Water Cost-of-Service Process

Step 1

Functionalize Costs

Source of Supply

Treatment

Distribution

Customer Service

Step 2

Allocate Functions to Demand Characteristics

Flows

Average Day Demand

Peak Demand

Customer

Step 3

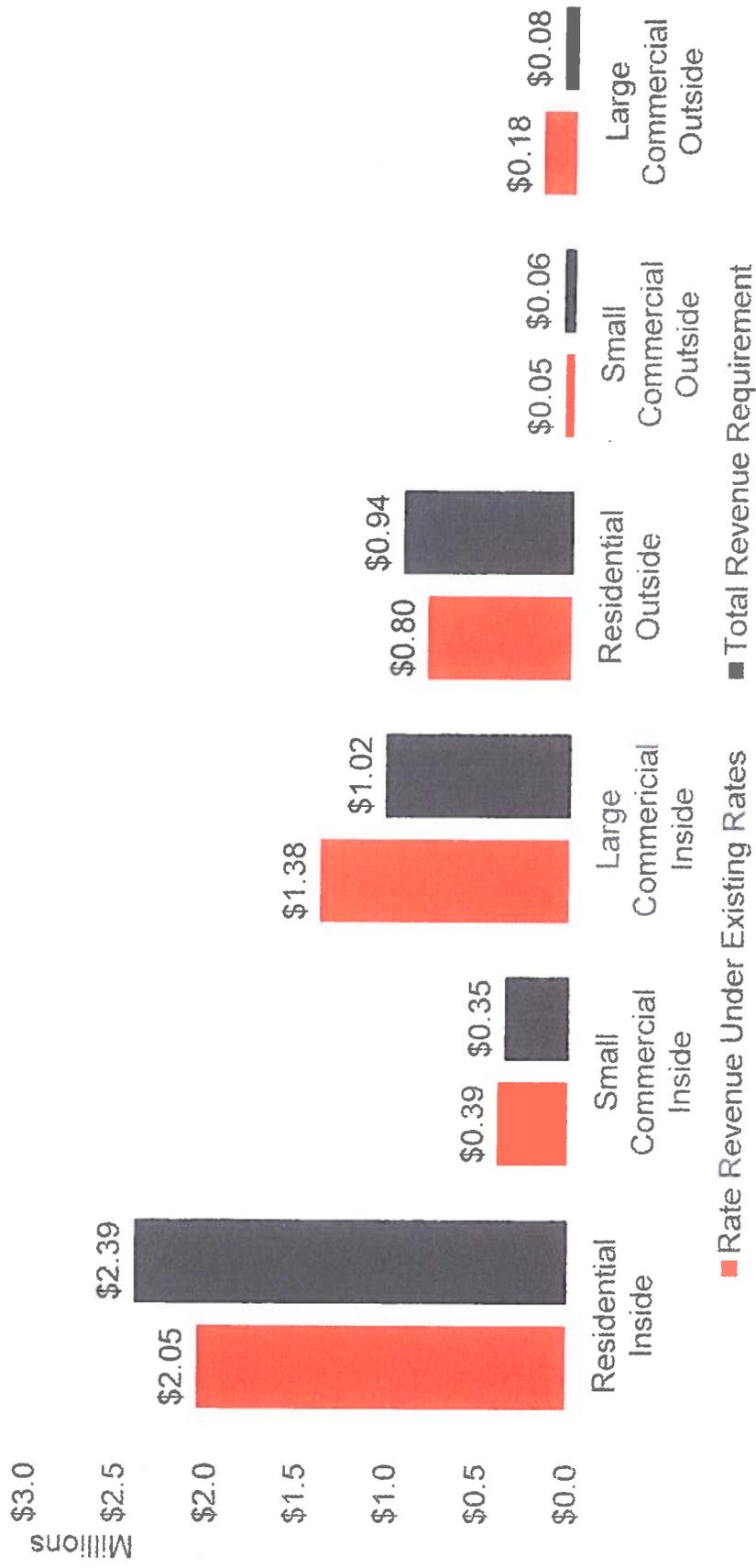
Allocate Demand Costs to Customer Classes

Residential

Small Commercial

Large Commercial

Water Enterprise Revenue Requirement by Customer Class Summary



Proposed Water Rate Design Objectives

1. Trade off between CIP execution and Rate Adjustments

Scenario 1

- 40% CIP execution annually; Monthly fixed charge remain unchanged.

Scenario 2

- 28% CIP execution annually; -4% decrease in monthly fixed charge.

Proposed Water Rate Design Objectives Cont'd

2. Consider options of expanding tier thresholds for residential customers to encourage water consumption

Option A

- Expand tier 1 threshold from 2kgal to 3kgal

Option B

- Expand tier 1 threshold from 2kgal to 4kgal
- Expand tier 2 threshold from 6kgal to 7kgal

Proposed Water Rate Design Objectives Cont'd

3. Simplify rate structures for commercial customers to reduce administrative burden

Eliminate seasonal rates and design uniform rates for small and large commercial customers

Alternative Water Scenarios Summary FY 2020

Scenario 1 – No Change in Monthly Fixed Charges in FY 2020 and 2021, 4% per year thereafter

- **Scenario 1A (Recommended)**

Expand residential tier 1 threshold from 2kgal – 3kgal
Design uniform rate for small and large commercial customers

- **Scenario 1B**

Expand tier 1 threshold from 2kgal – 4kgal
Expand tier 2 threshold from 6kgal – 7kgal
Design uniform rate for small and large commercial customers

Alternative Water Scenarios Summary FY 2020

Scenario 2 – 4% decrease in Monthly Fixed Charges in 2020, 3% increase per year thereafter

- **Scenario 2A**

Expand residential tier 1 threshold from 2kgal – 3kgal

Design uniform rate for small and large commercial customers

- **Scenario 2B**

Expand tier 1 threshold from 2kgal – 4kgal

Expand tier 2 threshold from 6kgal – 7kgal

Design uniform rate for small and large commercial customers

Residential Preliminary – 2020 Proposed Rates

Inside City Residential – Fixed Charge

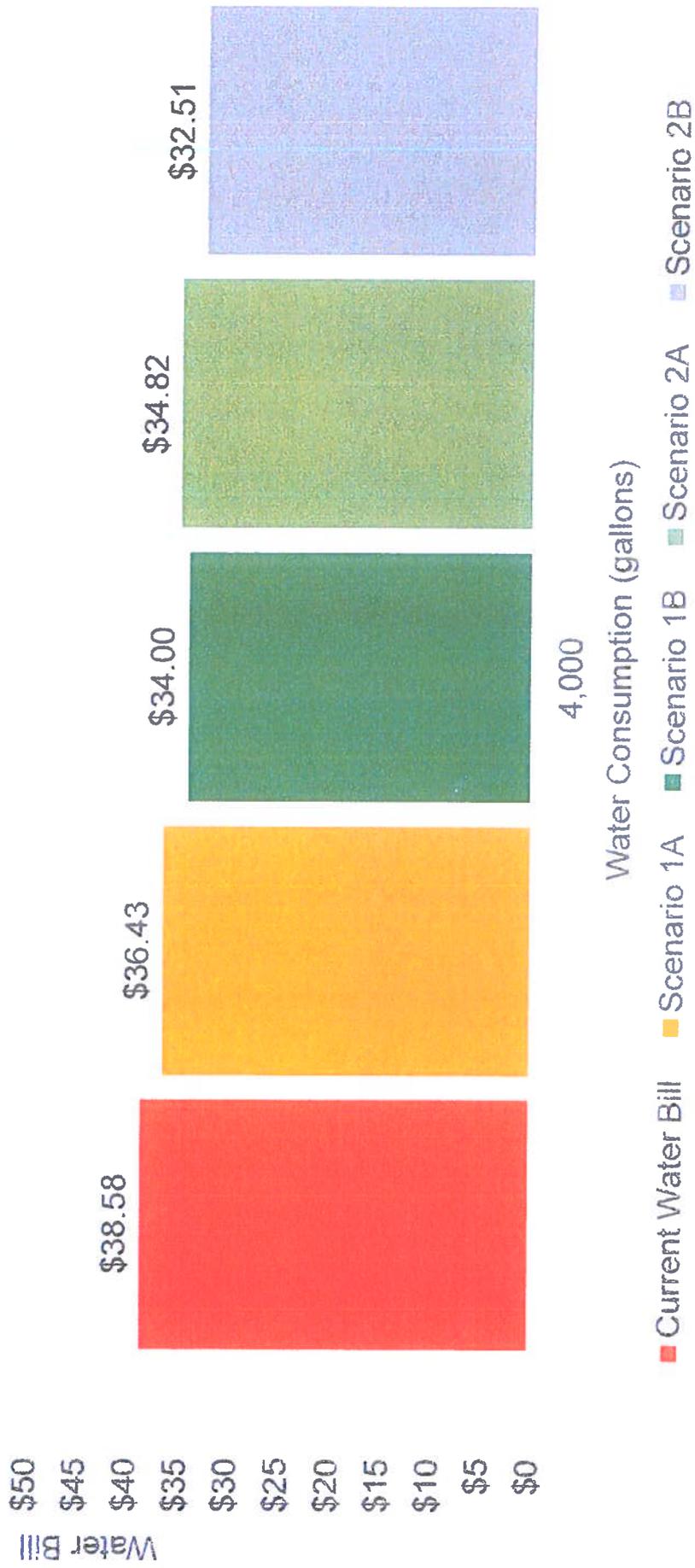
Meter Size	Current Rate	Proposed Rate Scenario 1A & 1B	Proposed Rate Scenario 2A & 2B
5/8"	\$19.24	\$19.24	\$18.47
1"	\$41.71	\$41.71	\$40.04

Inside City Residential – Volumetric Charge

Tier Threshold	Current Tier Rate	Scenario 1A	Scenario 1B	Scenario 2A	Scenario 2B
2,000	\$2.97	\$3.27	\$3.69	\$3.11	\$3.51
6,000	\$6.70	\$7.38	\$8.33	\$7.02	\$7.93
10,000	\$15.07	\$16.59	\$18.73	\$15.80	\$17.83
> 10,000	\$37.69	\$41.50	\$46.84	\$39.51	\$44.60
<i>Proposed Tier 1</i>		3,000	4,000	3,000	4,000
<i>Proposed Tier 2</i>			7,000		7,000

Residential Monthly Charge – Current vs. Proposed, FY 2020

Average Consumption at 4kgal



Residential Monthly Charge – Current vs. Proposed, FY 2020

Monthly Use (Gal)	Current Water Bill	Scenario 1A	Scenario 1B	Scenario 2A	Scenario 2B	% Cumulative Bill
0	\$19.24	\$0.00	\$0.00	(\$0.77)	(\$0.77)	2%
1,000	\$22.21	\$0.30	\$0.72	(\$0.63)	(\$0.23)	17%
2,000	\$25.18	\$0.60	\$1.44	(\$0.49)	\$0.31	40%
3,000	\$31.88	(\$2.83)	(\$1.57)	(\$4.08)	(\$2.88)	62%
4,000	\$38.58	(\$2.15)	(\$4.58)	(\$3.76)	(\$6.07)	79%
5,000	\$45.28	(\$1.47)	(\$2.95)	(\$3.44)	(\$4.84)	89%
6,000	\$51.98	(\$0.79)	(\$1.32)	(\$3.12)	(\$3.61)	93%
7,000	\$67.05	\$0.73	(\$8.06)	(\$2.39)	(\$10.75)	96%
8,000	\$82.12	\$2.25	(\$4.40)	(\$1.66)	(\$7.99)	97%
9,000	\$97.19	\$3.77	(\$0.74)	(\$0.93)	(\$5.23)	98%
10,000	\$112.26	\$5.29	\$2.92	(\$0.20)	(\$2.47)	99%
Tier 1	2,000	3,000	4,000	3,000	4,000	
Tier 2	6,000	6,000	7,000	6,000	7,000	
Tier 3	10,000	10,000	10,000	10,000	10,000	
Tier 3	>10,000	>10,000	>10,000	>10,000	>10,000	

Note: Water use of 9,000 to 10,000 gallons or higher per month is not typical (most likely due to water leak)

Commercial Preliminary - Proposed Rates FY 2020

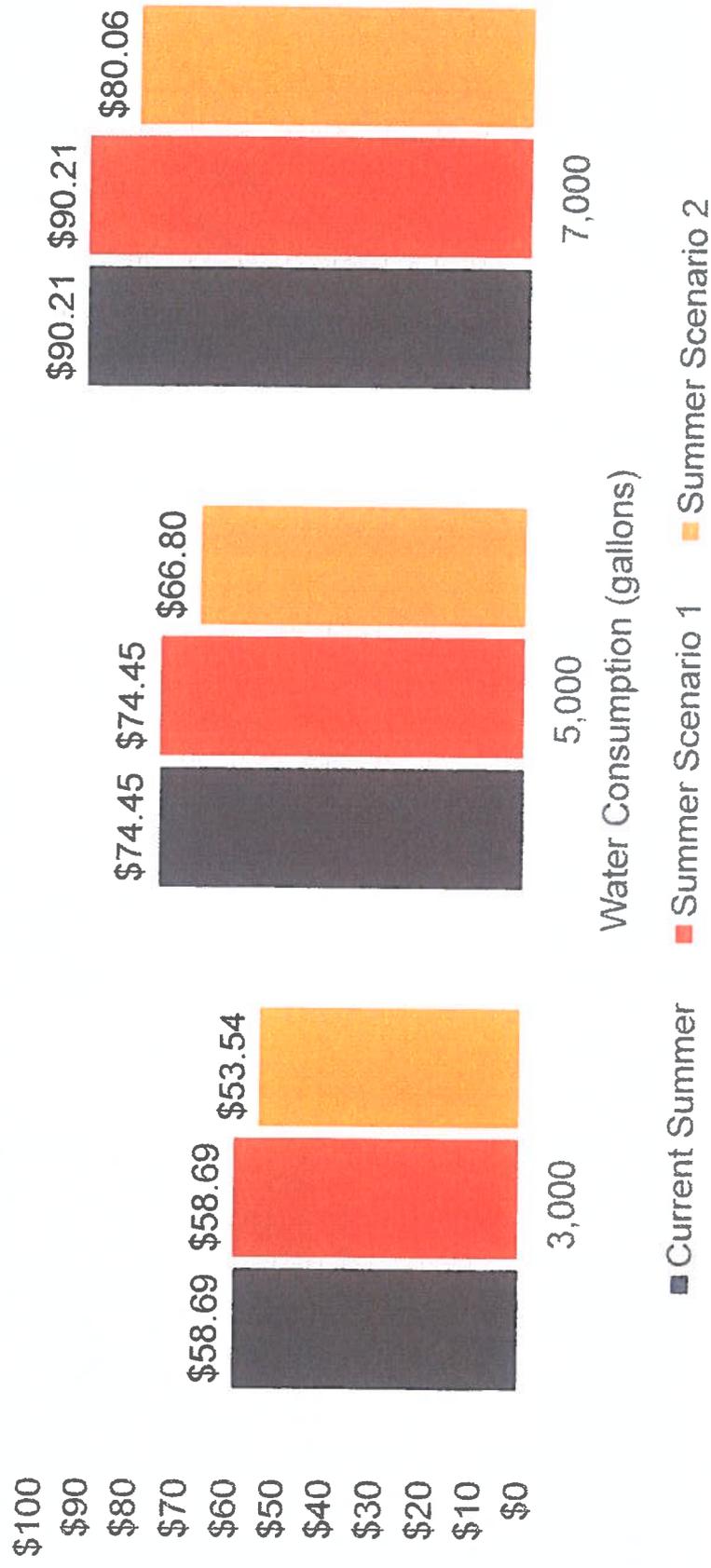
Inside City Commercial – Fixed Charge

Meter Size	Current Rate	Proposed Scenario 1	Proposed Scenario 2
5/8"	\$35.05	\$35.05	\$33.65
1"	\$176.83	\$176.83	\$169.76
1 1/2"	\$255.89	\$255.89	\$245.65
2"	\$353.67	\$353.67	\$339.52
3"	\$468.09	\$468.09	\$449.37
4"	\$530.50	\$530.50	\$509.28
6"	\$1,227.44	\$1,227.44	\$1,178.34
8"	\$1,393.87	\$1,393.87	\$1,338.12

Inside City Commercial – Volumetric Charge Charge

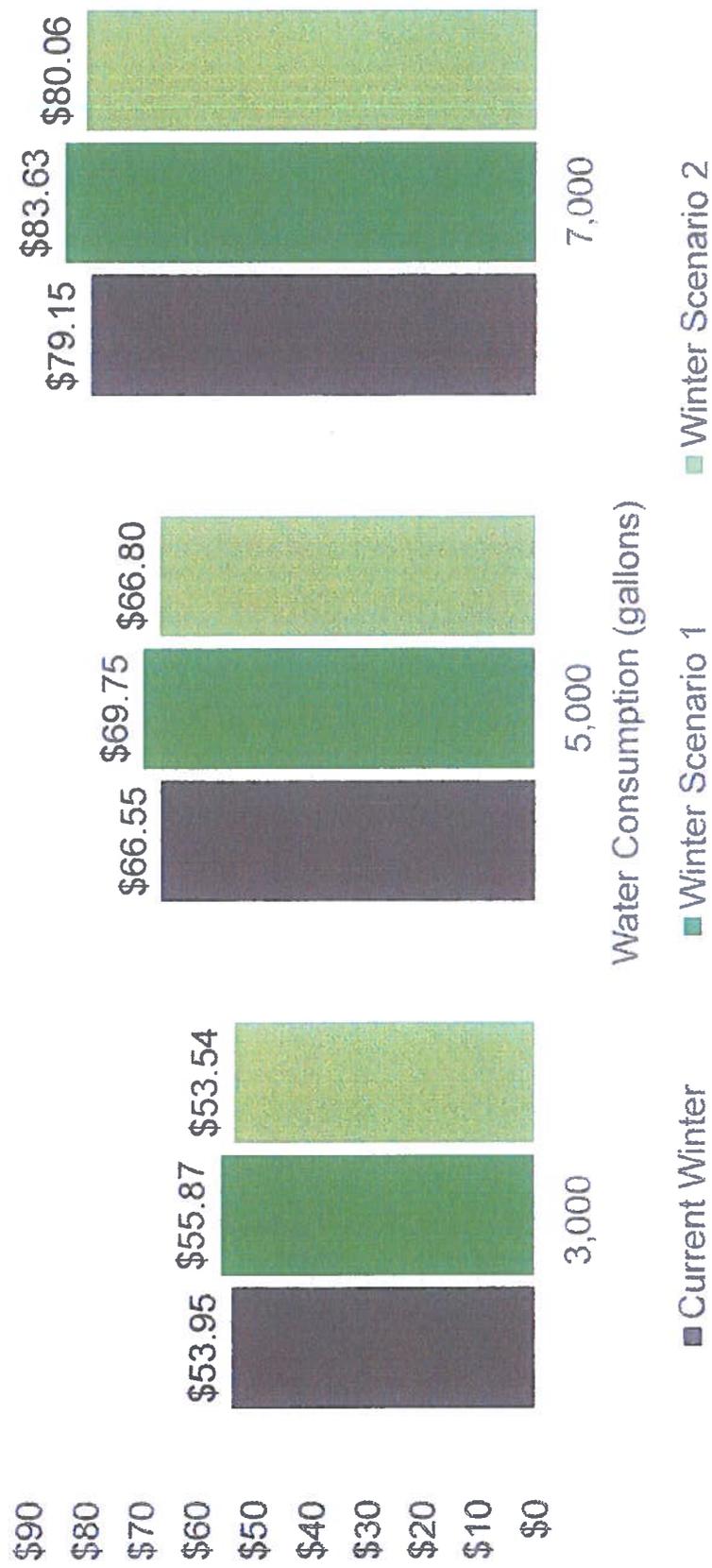
Season/Uniform	Current, per Kgal	Proposed Scenario 1	Proposed Scenario 2
Winter	\$6.30	\$6.94	\$6.63
Summer	\$7.88		

Commercial Monthly Charge – Current vs. Proposed Summer



Commercial Monthly Charge – Current vs. Proposed

Winter



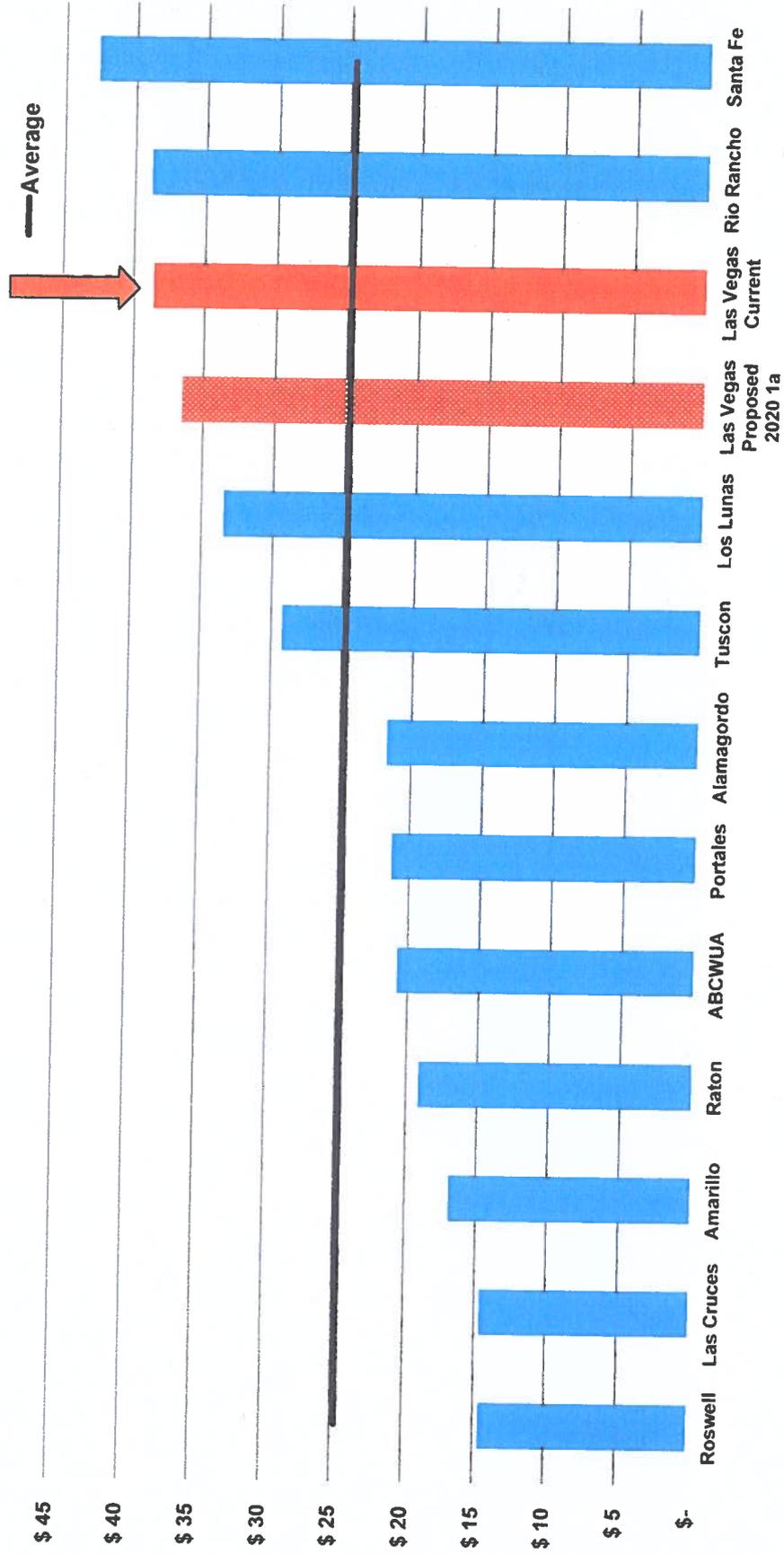
Commercial Monthly Charge – Current vs. Proposed Summer

Monthly Use (Gal)	Current Water Bill	Water Rate Scenario 1	Water Rate Scenario 2	% Cumulative Bill
0	\$35.05	\$0.00	(\$1.40)	4%
1,000	\$42.93	(\$0.94)	(\$2.65)	36%
2,000	\$50.81	(\$1.88)	(\$3.90)	49%
3,000	\$58.69	(\$2.82)	(\$5.15)	59%
4,000	\$66.57	(\$3.76)	(\$6.40)	64%
5,000	\$74.45	(\$4.70)	(\$7.65)	69%
6,000	\$82.33	(\$5.64)	(\$8.90)	74%
7,000	\$90.21	(\$6.58)	(\$10.15)	78%
8,000	\$98.09	(\$7.52)	(\$11.40)	80%
9,000	\$105.97	(\$8.46)	(\$12.65)	82%
10,000	\$113.85	(\$9.40)	(\$13.90)	84%

Commercial Monthly Charge – Current vs. Proposed Winter

Monthly Use (Gal)	Current Water Bill	Water Rate Scenario 1	Water Rate Scenario 2	% Cumulative Bill
0	\$35.05	\$0.00	(\$1.40)	4%
1,000	\$41.35	\$0.64	(\$1.07)	36%
2,000	\$47.65	\$1.28	(\$0.74)	49%
3,000	\$53.95	\$1.92	(\$0.41)	59%
4,000	\$60.25	\$2.56	(\$0.08)	64%
5,000	\$66.55	\$3.20	\$0.25	69%
6,000	\$72.85	\$3.84	\$0.58	74%
7,000	\$79.15	\$4.48	\$0.91	78%
8,000	\$85.45	\$5.12	\$1.24	80%
9,000	\$91.75	\$5.76	\$1.57	82%
10,000	\$98.05	\$6.40	\$1.90	84%

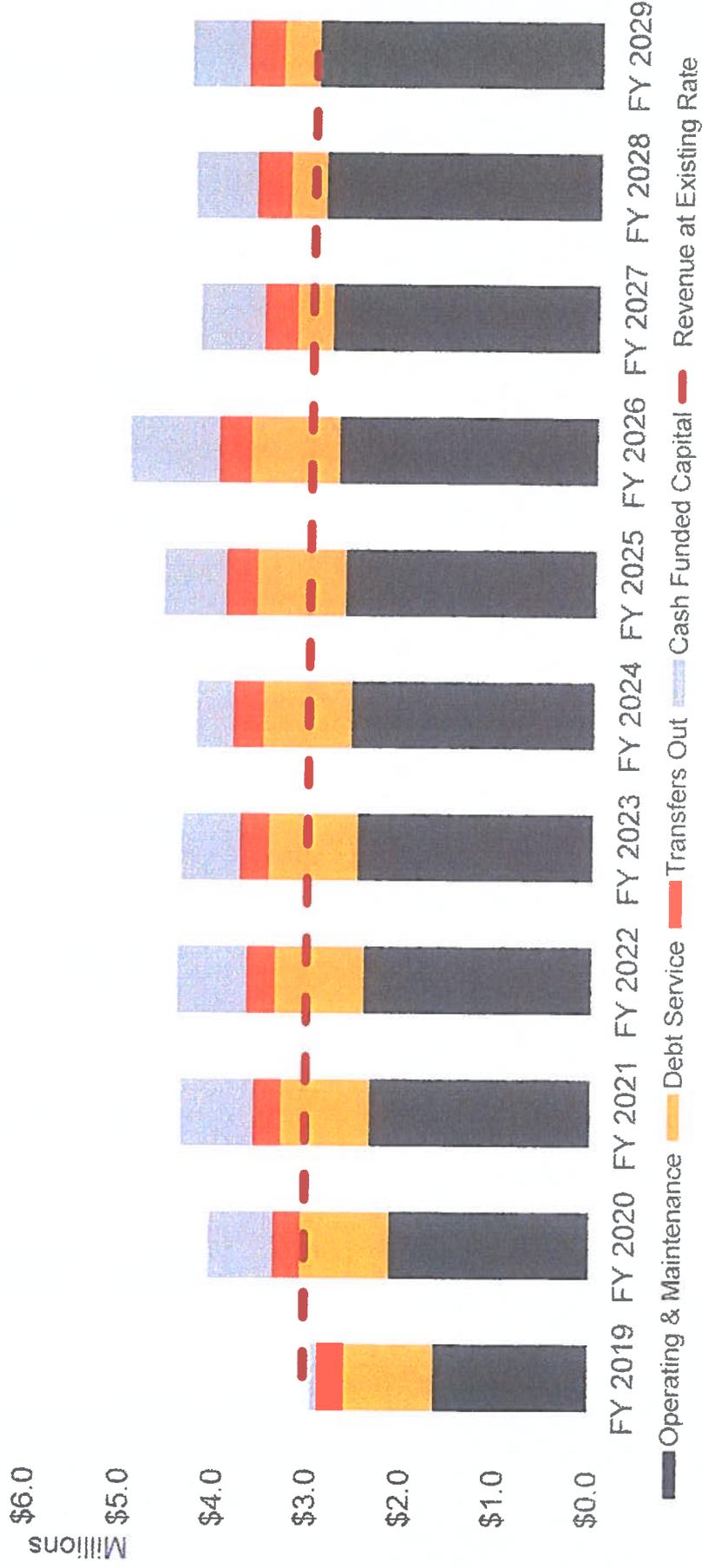
Survey – Average Residential Water Users – 5/8" Meter at 4,000 gallons



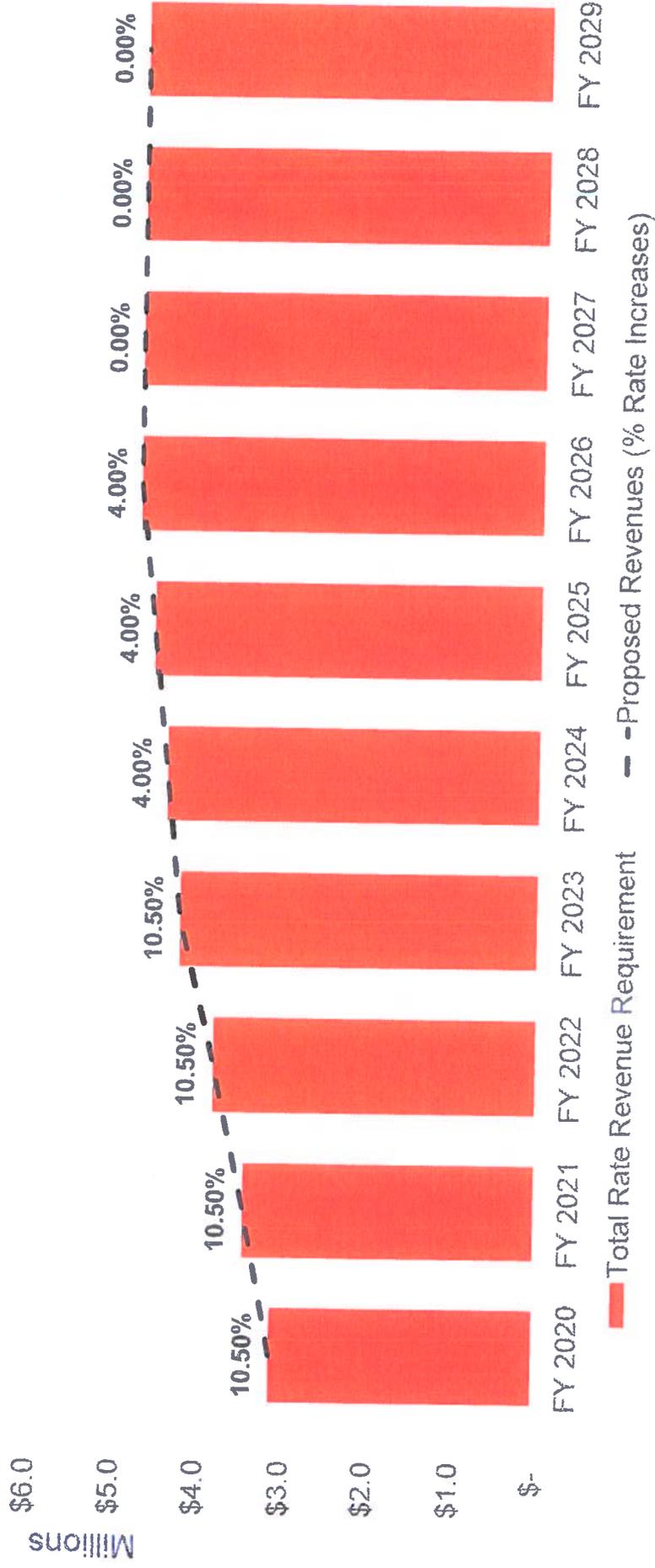
Wastewater Enterprise

Financial Plan

Wastewater Enterprise Uses and Sources of Funds FY2020 – FY 2029



Wastewater Enterprise Projected Rate Plan FY 2020 – FY 2029



*Excludes "Other Revenues"

Wastewater Rates

Cost of Service and Rate Design Topics

Wastewater Cost-of-Service Process

Step 1
Functionalize Costs

- Treatment
- Collection
- Customer Service
- Reclaimed

Step 2
Assign Functions to Joint Shares

- Joint Cost Shares (All Customers)
- Specific Cost Shares (Reclaimed Customers)

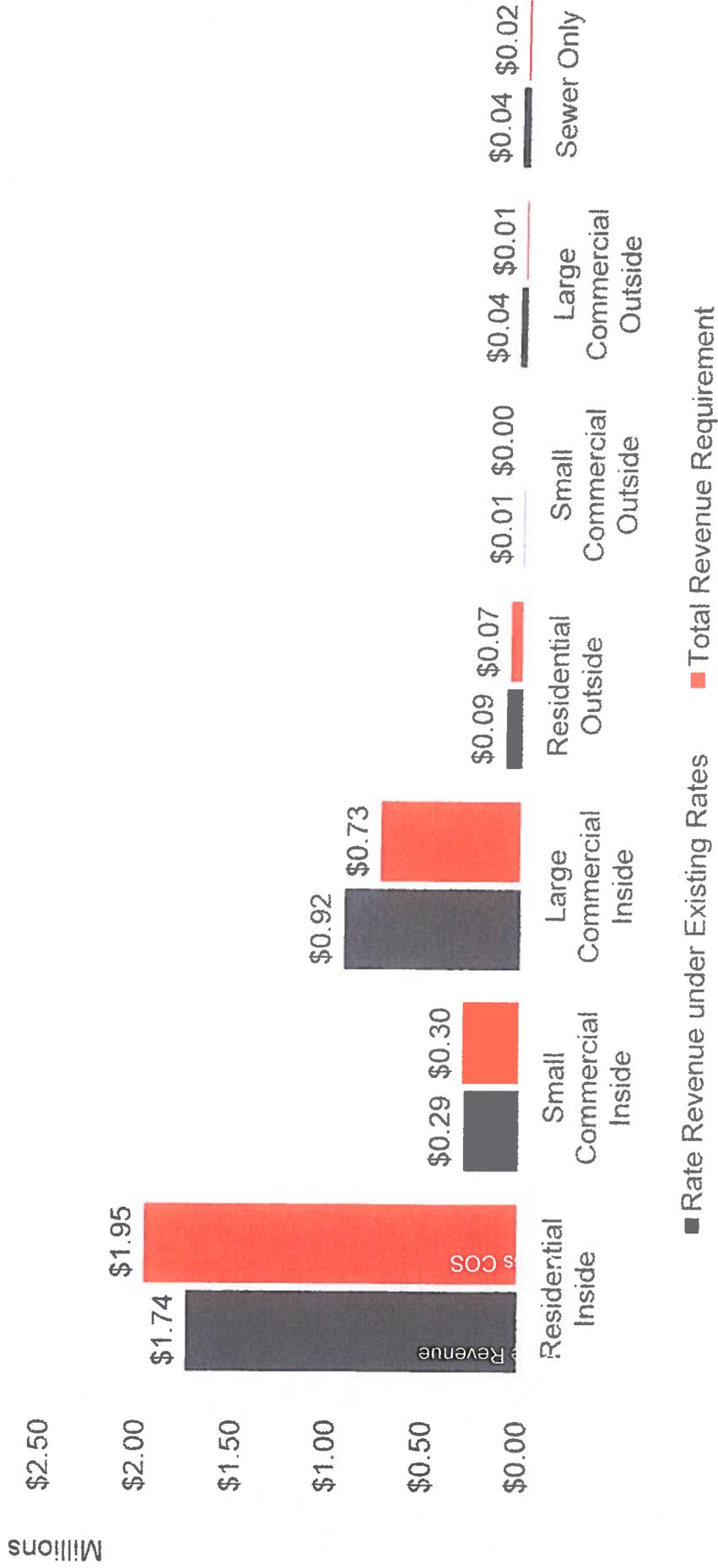
Step 3
Allocate Functions to Demand Characteristics

- Flows/Loadings
- Customer
- Reclaimed

Step 4
Allocate Demand Costs to Customer Classes

- Residential
- Small Commercial
- Large Commercial
- Reclaimed

Wastewater Enterprise Revenue Requirement by Customer Class Summary



Proposed Wastewater Rate Design Changes

Wastewater Customers

- Maintain current structure
- Apply 10.5% Increase Across the Board per FAMS analysis (recommended), or
- Align to Cost of Service Analysis, but will negatively impact residential customers

Reclaimed Water Customers

- Increase volumetric rate to align with Cost of Service allocations

Residential Preliminary – 2020 Proposed Rates (10.5% Rate Adjustment)

Inside City Residential – Fixed Charge

Meter Size	Current Rate	Proposed Rate
5/8"	\$14.25	\$15.75
1"	\$31.21	\$34.49

Inside City Residential – Volumetric Charge

Tier	Current, per Kgal	Proposed, per Kgal
Uniform	\$6.40	\$7.07

Residential Monthly Charge – Current vs. Proposed

Monthly Use (Gal)	Cumulative Billed Usage %	Current Wastewater	Proposed Wastewater	\$ Chg.	% Chg.
0	4.6%	\$14.25	\$15.75	\$1.50	10.5%
1,000	21.5%	\$20.65	\$22.82	\$2.17	10.5%
2,000	45.4%	\$27.05	\$29.89	\$2.84	10.5%
3,000	67.7%	\$33.45	\$36.96	\$3.51	10.5%
4,000	83.2%	\$39.85	\$44.03	\$4.18	10.5%
5,000	91.9%	\$46.25	\$51.10	\$4.85	10.5%
6,000	96.5%	\$52.65	\$58.17	\$5.52	10.5%
7,000	98.4%	\$59.05	\$65.24	\$6.19	10.5%
8,000	99.2%	\$65.45	\$72.31	\$6.86	10.5%
9,000	99.5%	\$71.85	\$79.38	\$7.53	10.5%
10,000	99.7%	\$78.25	\$86.45	\$8.20	10.5%

Commercial Preliminary - Proposed Rates 2020

Inside City Commercial – Fixed Charge

Meter Size	Current Rate	Proposed Rate
5/8"	\$14.25	\$15.75
1"	\$31.21	\$34.49
1 1/2"	\$59.29	\$65.52
2"	\$93.41	\$103.22
3"	\$188.28	\$208.05
4"	\$354.82	\$392.08
6"	\$798.44	\$882.28

Inside City Commercial – Volumetric Charge Charge

Tier	Current, per Kgal	Proposed, per Kgal
Uniform	\$6.94	\$7.07

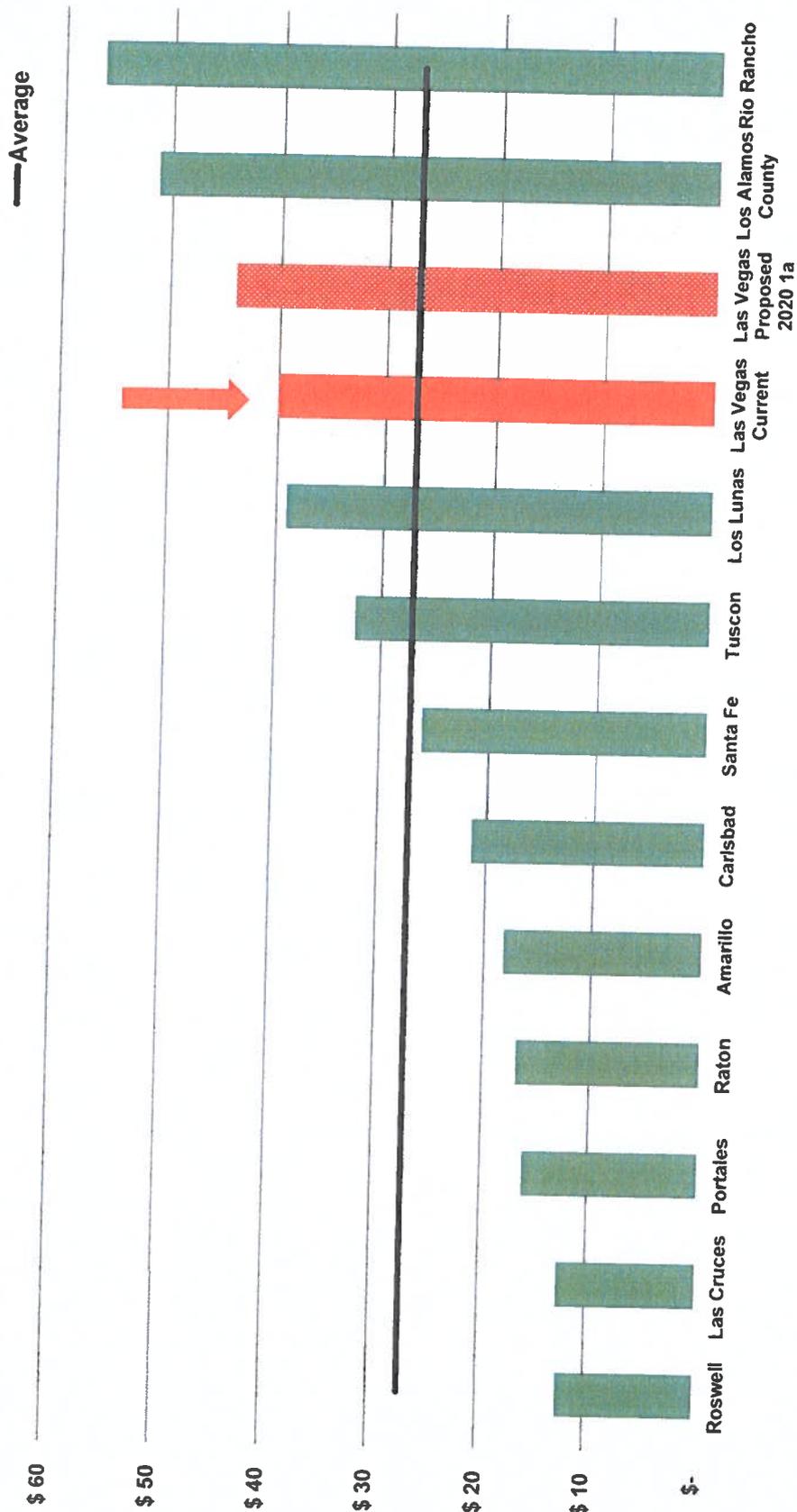
Reclaimed Water Charge

Tier	Current, per Kgal	Proposed, per Kgal
Uniform	\$1.25	\$3.62

Commercial Monthly Charge – Current vs. Proposed

Monthly Use (Gal)	Cumulative Billed Usage %	Current Wastewater	Proposed Wastewater	\$ Chg.	% Chg.
0	3.5%	\$14.25	\$15.75	\$1.50	10.5%
1,000	33.9%	\$20.65	\$22.82	\$2.17	10.5%
2,000	49.0%	\$27.05	\$29.89	\$2.84	10.5%
3,000	58.7%	\$33.45	\$36.96	\$3.51	10.5%
4,000	64.5%	\$39.85	\$44.03	\$4.18	10.5%
5,000	69.4%	\$46.25	\$51.10	\$4.85	10.5%
6,000	73.9%	\$52.65	\$58.17	\$5.52	10.5%
7,000	77.3%	\$59.05	\$65.24	\$6.19	10.5%
8,000	79.7%	\$65.45	\$72.31	\$6.86	10.5%
9,000	81.7%	\$71.85	\$79.38	\$7.53	10.5%
10,000	83.4%	\$78.25	\$86.45	\$8.20	10.5%

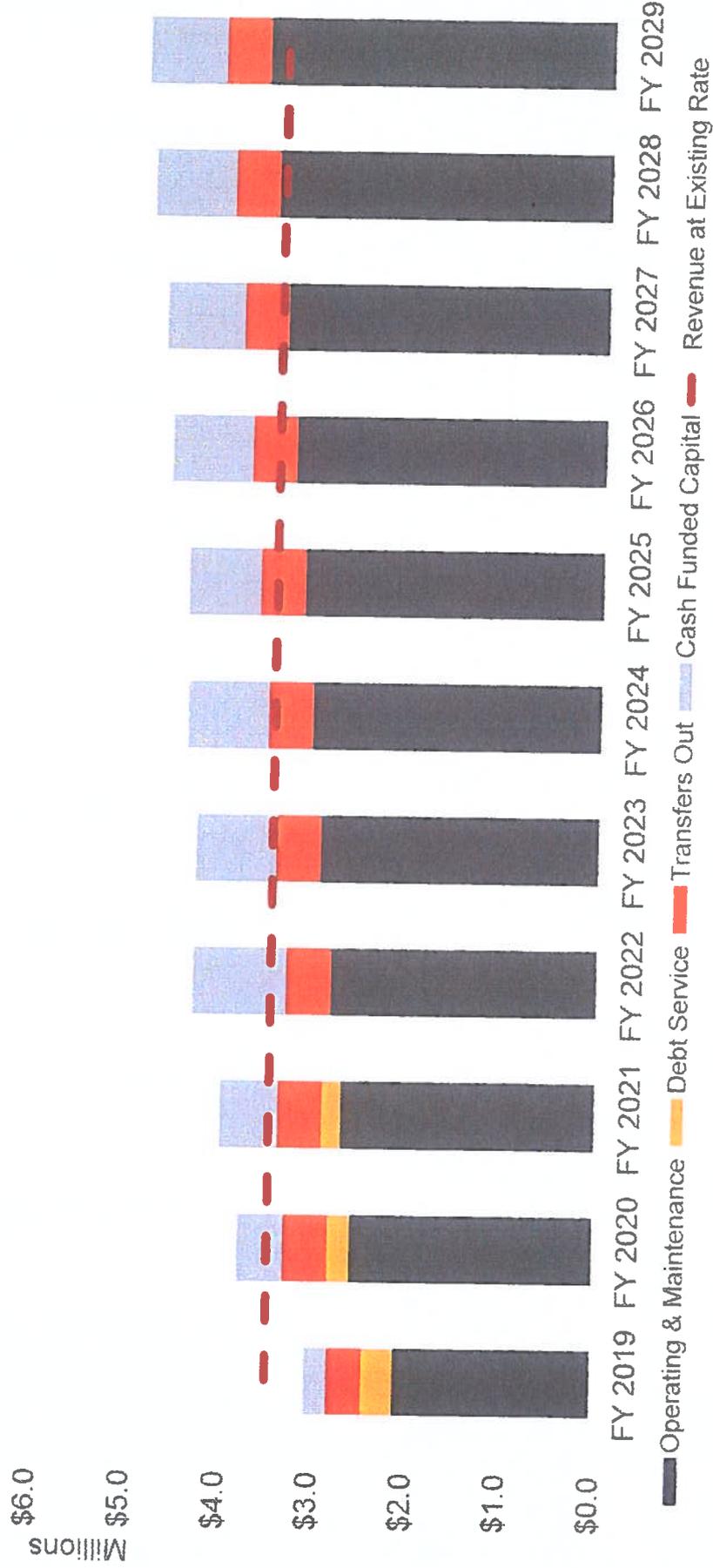
Survey – Average Residential Sewer Users – 5/8" Meter at 4,000 gallons



Solid Waste Enterprise

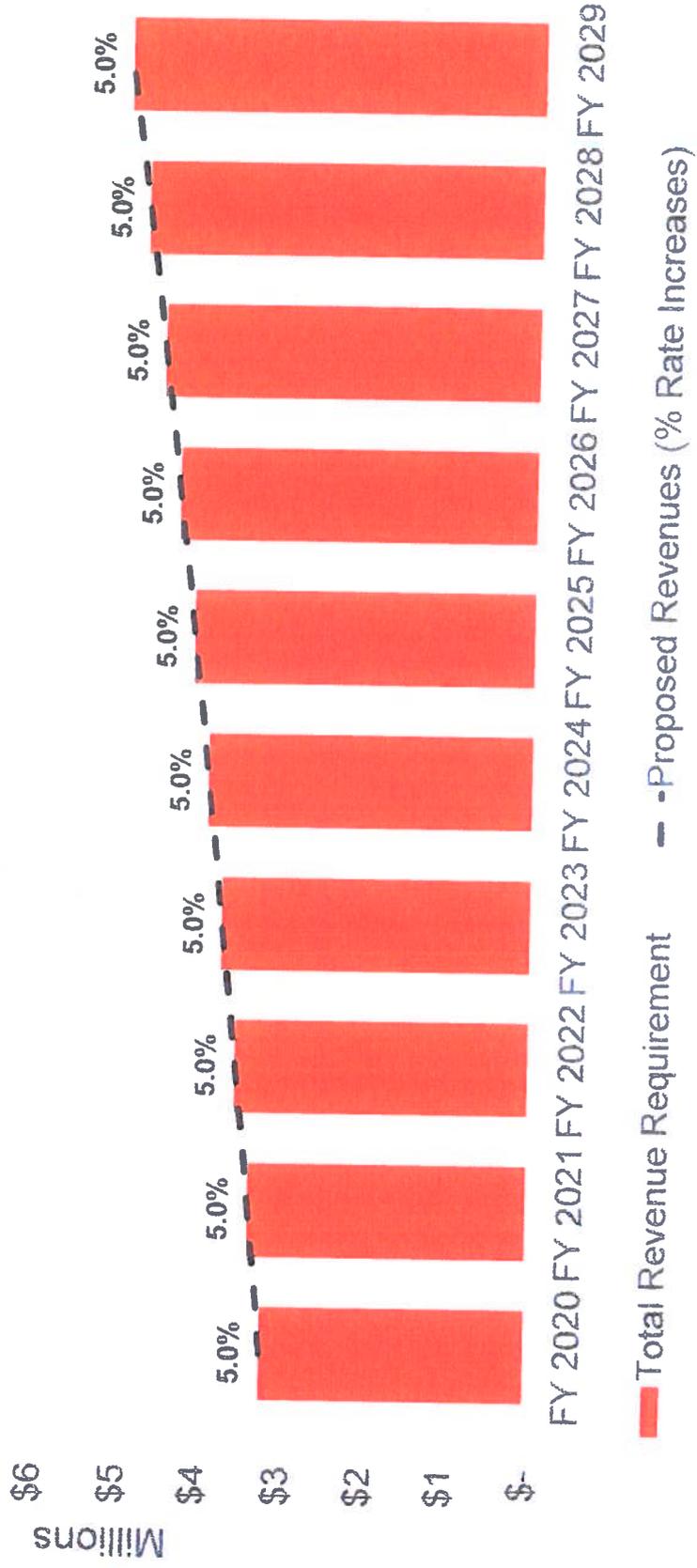
Financial Plan

Solid Waste Enterprise Uses and Sources of Funds FY2020 – FY 2029



Solid Waste Enterprise Total Expenses vs. Proposed Revenues

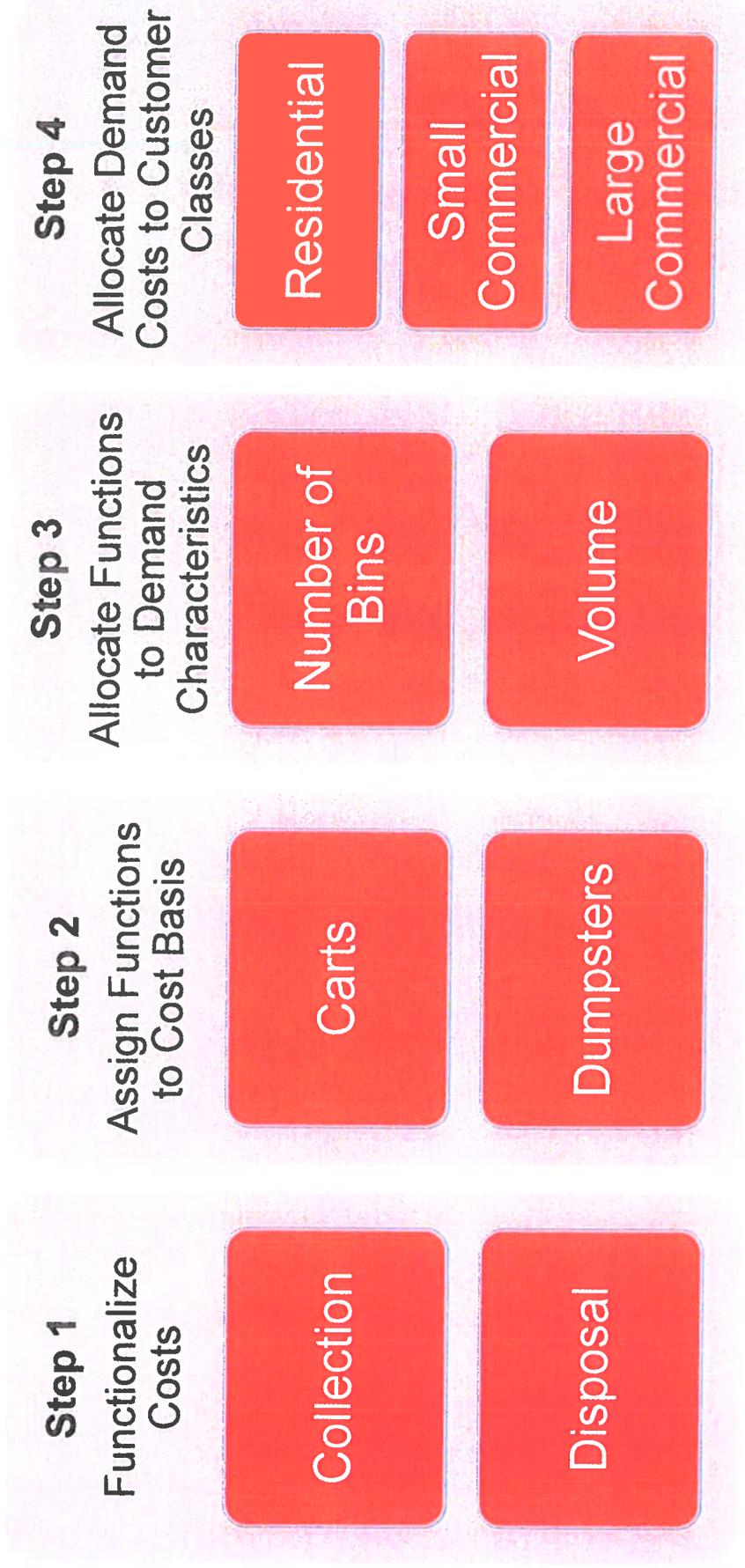
FY2020 – FY 2029



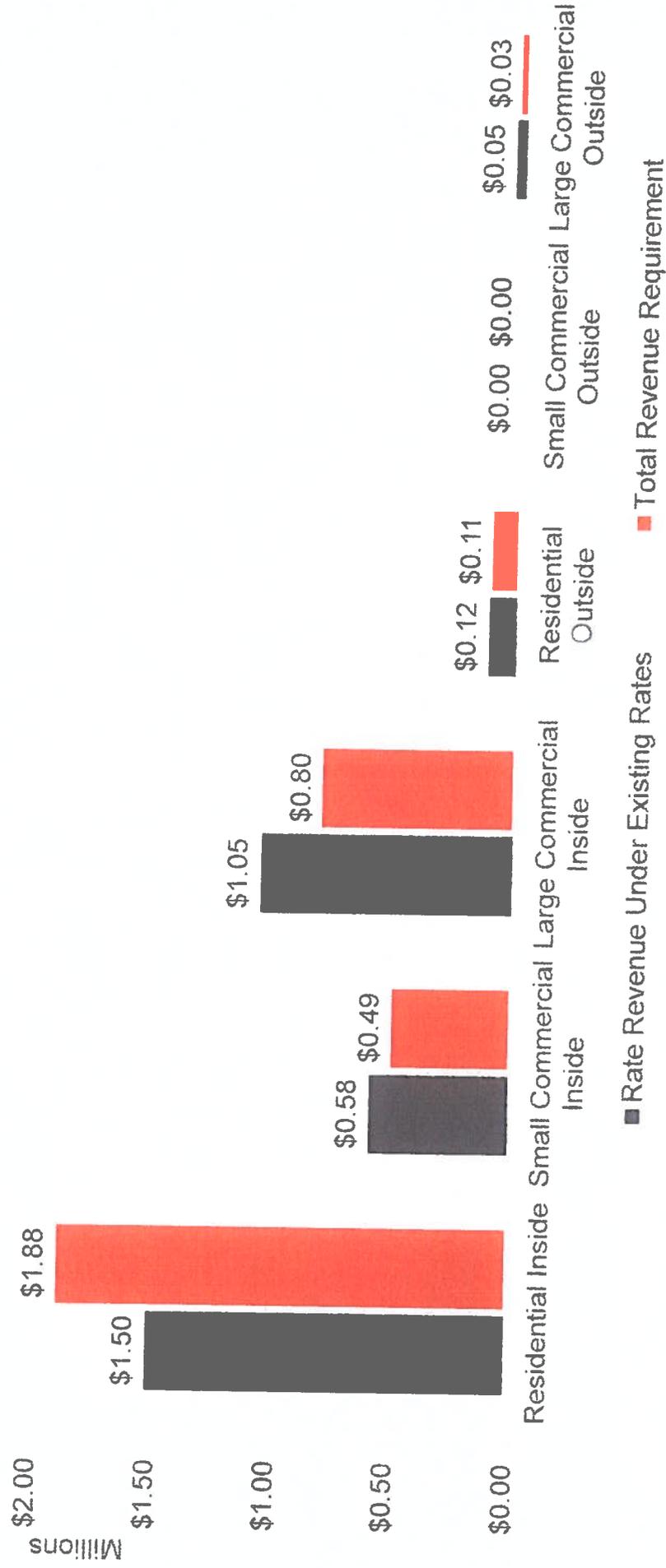
Solid Waste Rates

Cost of Service and Rate Design Topics

Solid Waste Cost-of-Service Process



Solid Waste Revenue Requirement by Customer Class Summary



Current Rate Design – Solid Waste

Inside City Residential

Type	Monthly Fixed Charge
Cart (90 Gallon)	\$25.90
Additional Cart	\$12.10
Dumpster – 1.5 CY	\$58.60

Outside Residential Premium @ 1.38 x

Inside City Commercial

Type	First Pick Up	Additional Pick Ups
Cart (90 Gallon)	\$31.50	\$27.40
Dumpster – 1.5 CY	\$71.30	\$59.10
Dumpster – 2 CY	\$88.40	\$74.50
Dumpster – 3 CY	\$120.10	\$105.10
Dumpster – 4 CY	\$152.50	\$135.90
Dumpster – 6 CY	\$217.80	\$197.30
Dumpster – 8 CY	\$281.80	\$259.10

Outside Residential Premium @ 1.25 x

Proposed Solid Waste Rate Design Modifications

Solid Waste Customers

- Maintain current structure
- Apply 5% Increase Across the Board per FAMS analysis – Option 1,
or
- Align to Revenue Requirement by Class, but will negatively impact residential customers – Option 2

Outside City Customers

- Recommend a uniform multiplier at 1.30x

Solid Waste - Preliminary Rate Option 1

2020 Proposed Rates with 5% Adjustment

Inside City Residential – Monthly Charge

Type	Current Rate	Proposed Rate
Cart (90 Gallon)	\$25.90	\$27.20
Additional Cart	\$12.10	\$12.71
Dumpster – 1.5 CY	\$58.60	\$61.53

Inside City Commercial – Monthly Charge

Type	Current - First Pick Up	Current – Addt'l Pick Ups	Proposed- First Pick Ups	Proposed – Addt'l Pick Ups
Cart (90 Gallon)	\$31.50	\$27.40	\$33.08	\$28.77
Dumpster – 1.5 CY	\$71.30	\$59.10	\$74.87	\$62.06
Dumpster – 2 CY	\$88.40	\$74.50	\$92.82	\$78.23
Dumpster – 3 CY	\$120.10	\$105.10	\$126.11	\$110.36
Dumpster – 4 CY	\$152.50	\$135.90	\$160.13	\$142.70
Dumpster – 6 CY	\$217.80	\$197.30	\$228.69	\$207.17
Dumpster – 8 CY	\$281.80	\$259.10	\$295.89	\$272.06

Solid Waste – Preliminary Rate Option 2

2020 Calculated Rates with Revenue Req't Adjustment

Inside City Residential – Monthly Charge

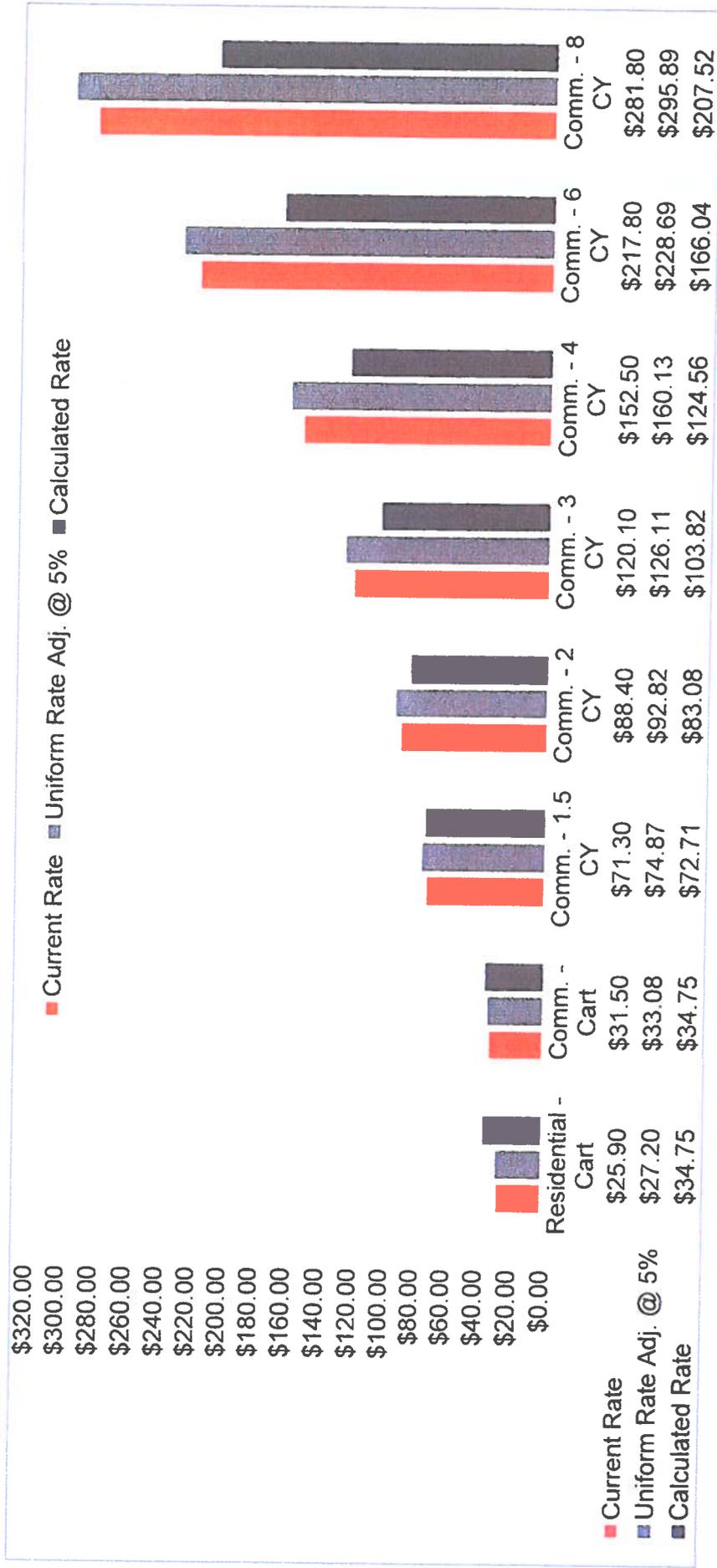
Type	Current Rate	Proposed Rate
Cart (90 Gallon)	\$25.90	\$34.75
Additional Cart	\$12.10	\$26.25
Dumpster – 1.5 CY	\$58.60	\$72.71

Inside City Commercial – Monthly Charge

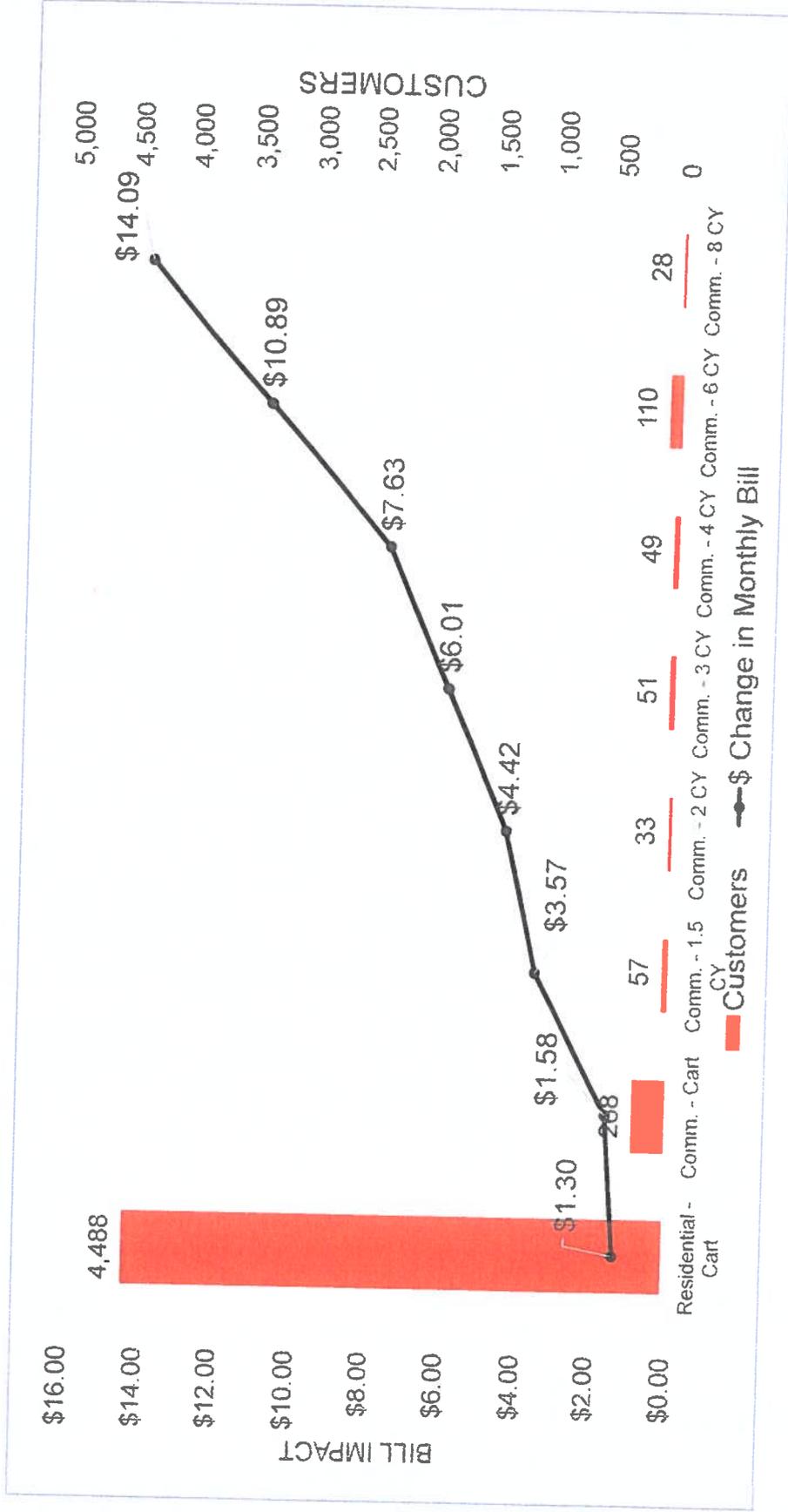
Type	Current - First Pick Up	Current – Addt'l Pick Ups	Proposed- First Pick Ups	Proposed – Addt'l Pick Ups
Cart (90 Gallon)	\$31.50	\$27.40	\$34.75	\$34.75
Dumpster – 1.5 CY	\$71.30	\$59.10	\$72.71	\$72.71
Dumpster – 2 CY	\$88.40	\$74.50	\$83.08	\$83.08
Dumpster – 3 CY	\$120.10	\$105.10	\$103.82	\$103.82
Dumpster – 4 CY	\$152.50	\$135.90	\$124.56	\$124.56
Dumpster – 6 CY	\$217.80	\$197.30	\$166.04	\$166.04
Dumpster – 8 CY	\$281.80	\$259.10	\$207.52	\$207.52

Solid Waste - Comparison of Monthly Rate Options

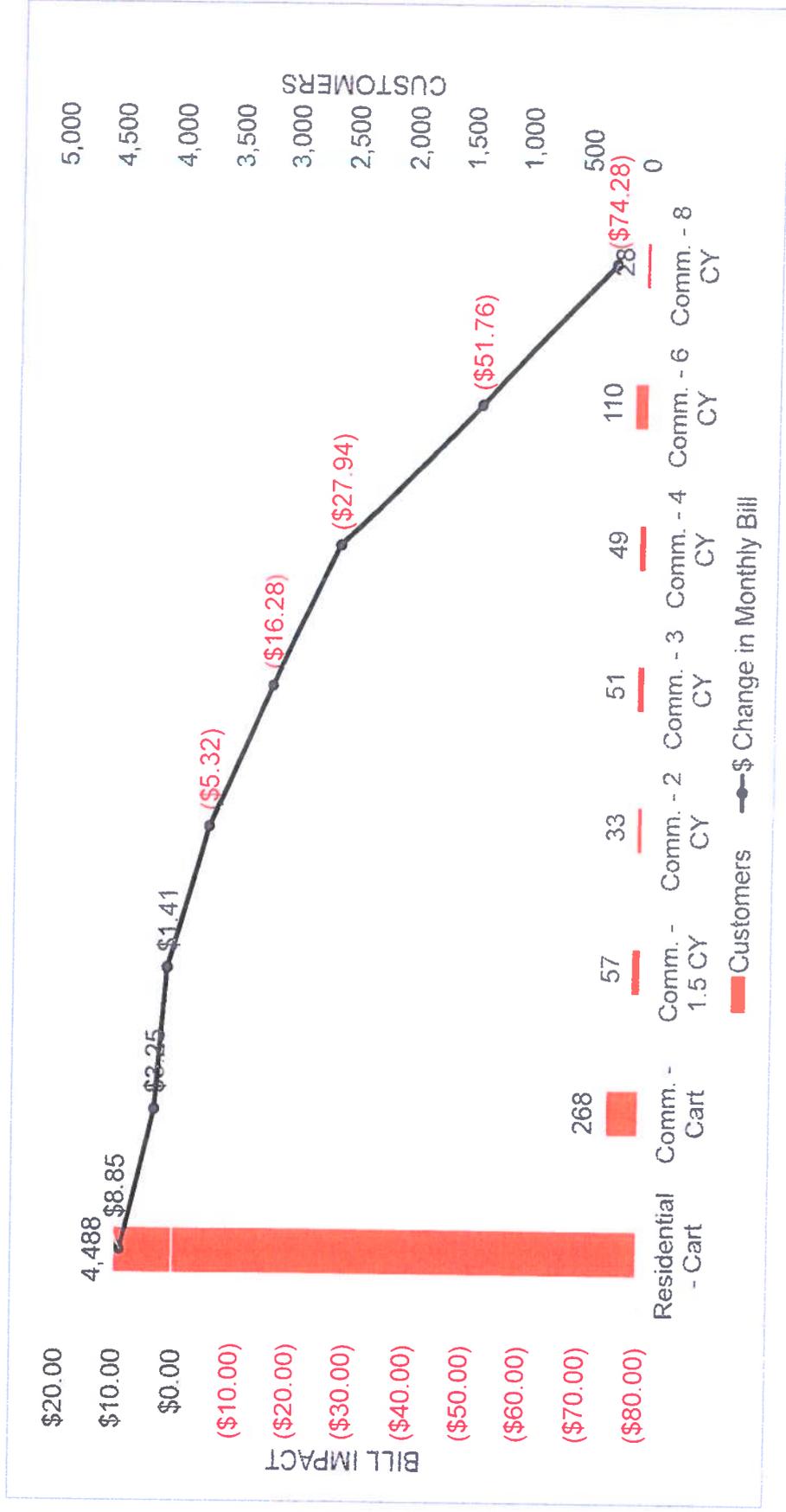
Monthly Rates by Customer Type



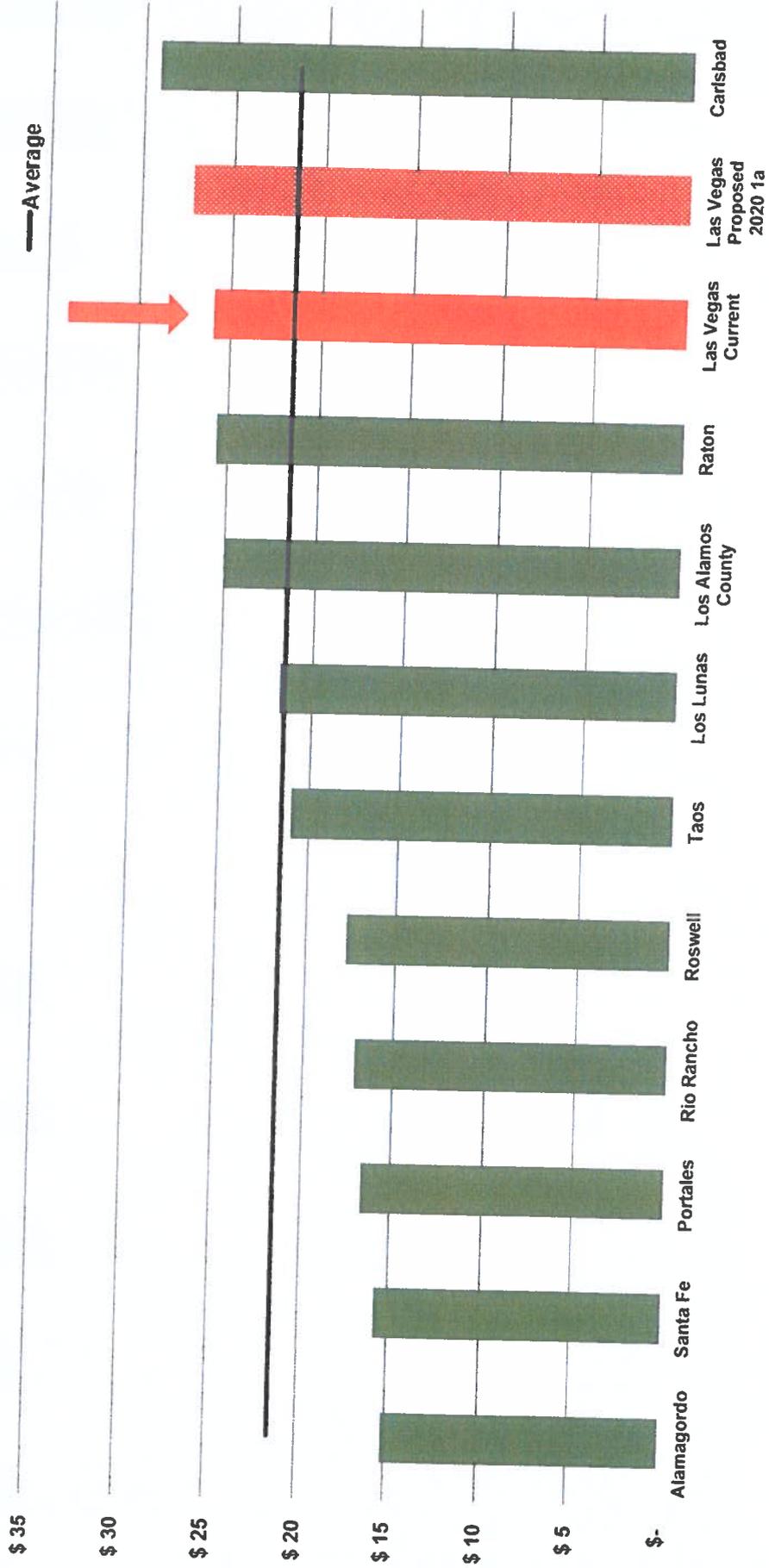
Solid Waste Bill Impacts Option 1 - 5% Uniform Adjustment



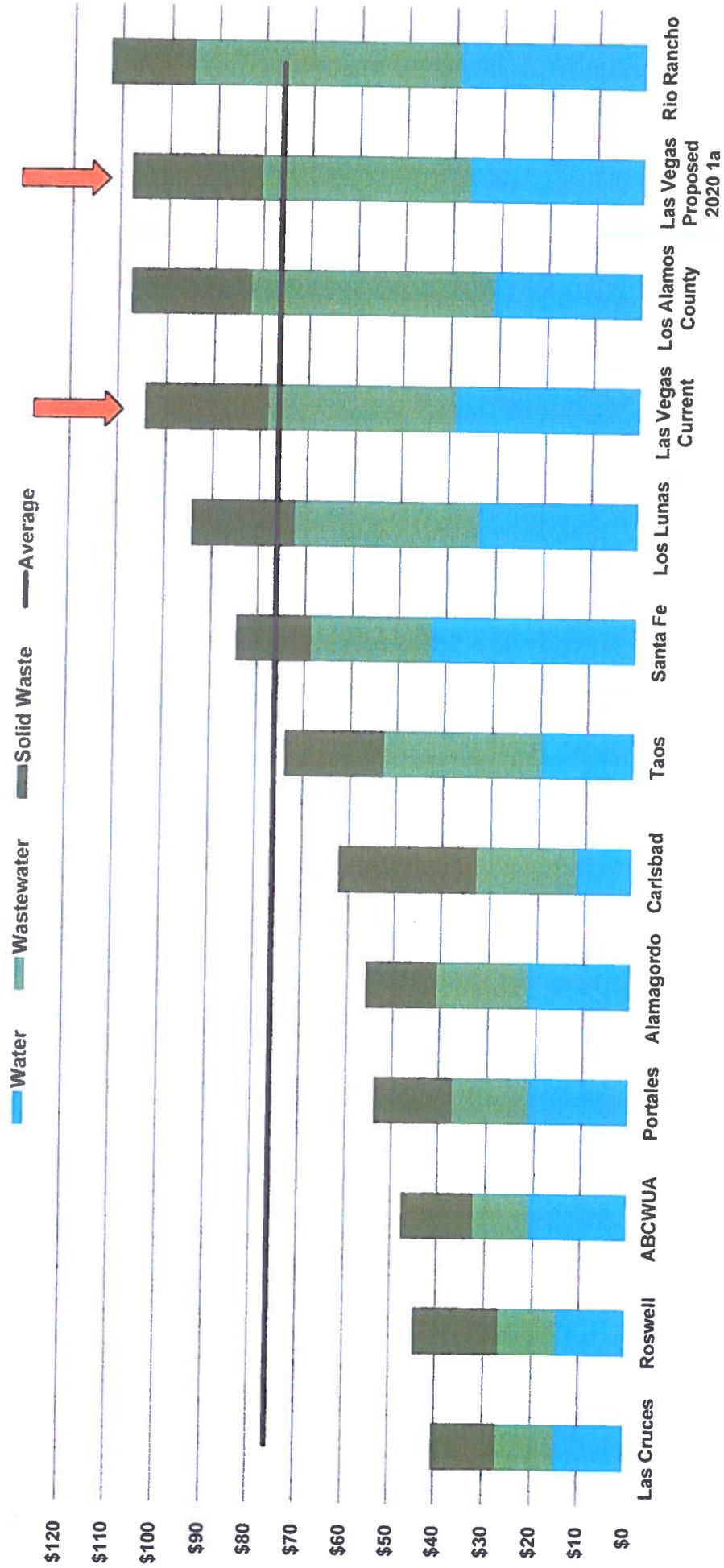
Solid Waste Bill Impacts Option 2 – Revenue Requirement Calculated Adjustment



Survey – Average Residential Solid Waste User – Residential



Survey - Average Residential User Combined Bill - 5/8" Meter



System Development Fees

New Fee – System Development Fee for Water and Sewer

- One-time charge to new connections to finance growth portion of utility system capacity improvements
- Charge based on value of system's capacity and amount of capacity required by new connection
- Common finance tool used by utilities and municipalities to defray the cost of growth-related facilities

New Mexico Development Fees Act, Statute 5-8-1, 1978, revised in 2006

System Development Fee Analysis

- **Fee Basis**
 - 1) Value of System Assets
 - 2) Capacity of the Water and Sewer Systems
 - 3) Level of Service (based on equivalent residential units)
- **Cost Allocation based on Value of System Assets that benefit only new development**

Connection Fee Summary

Water System Development Fee

Total Plant In Service	\$	42,911,677
Expansion Capital Costs	\$	-
(Less: Principal Credit)	\$	(5,493,458)
Total Costs Buy-In Method	\$	37,418,219
Cost per ERU	\$	2,783
Total Credits	\$	-
Cost Recovery Percentage		100.0%
Total Calculated Fee:	\$	2,783

Wastewater System Development Fee

Total Plant In Service	\$	25,162,222
Expansion Capital Costs	\$	-
(Less: Principal Credit)	\$	(7,800,420)
Total Costs Buy-In Method	\$	17,361,803
Cost per ERU	\$	1,058
Total Credits	\$	-
Cost Recovery Percentage		100.0%
Total Calculated Fee:	\$	1,058

Adoption Requirements

- **Public Hearings to approve or adopt**
 - 1) System wide land use projections
 - 2) Capital Improvement Project (CIP) estimates

Next Steps

- Public Meetings
- Receive input and adjust findings as necessary
- Council Meeting to adopt updated rates and charges

Hidden Slides

**GENERAL FUND REVENUE COMPARISON
THRU OCTOBER 31, 2019 34% OF YEAR LAPSED (4 of 12 months)
FISCAL YEAR 2020**

	<u>Total Budget to Actual Comparison</u>					G (E/B) FY 2020 % REV
	A	B	C	D	E	
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	
PROPERTY TAX	1,485,000	1,312,372	437,457	72,988	115,653	9%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	1,183,333	1,234,669	1,360,060	38%
FRANCHISE TAX	750,000	750,000	250,000	235,845	227,797	30%
GROSS RECEIPT TAX .75	2,332,500	2,449,125	816,375	810,935	893,230	36%
1/8 INFRASTRUCTURE	372,000	372,000	124,000	134,557	141,055	38%
GRT .25 (JAN 2011)	1,060,000	1,060,000	353,333	374,862	380,781	36%
GRT -HOLD HARMLESS (JULY 2015)	-	0	0	-	0	0%
LICENSE & FEES	83,500	63,000	21,000	11,445	9,344	15%
INTERGOVERNMENTAL	77,144	76,500	25,500	29,830	28,578	37%
LOCAL-FINES	66,500	66,500	22,167	18,665	24,522	37%
LOCAL-MISC	1,648,800	1,667,450	555,817	545,405	574,024	34%
TOTAL	11,425,444	11,366,947	3,788,982	3,469,199	3,755,044	33%

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

	<u>FISCAL YEAR 2020</u>					H (E/B) % BDGT
	A	B	C	D	E	
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	
JUDICIAL	294,648	300,157	100,052	85,654	96,436	32%
GOVERNING BODY	73,038	72,409	24,136	24,841	24,083	33%
MAYOR	60,736	43,484	14,495	14,320	5,623	13%
MANAGER	261,412	264,452	88,151	61,782	61,179	23%
EXECUTIVE	0	0	0	0	0	0%
MUNICIPAL CLERK	222,499	270,729	90,243	71,705	77,470	29%
CITY ATTORNEY	229,704	218,052	72,684	42,343	45,198	21%
PERSONNEL/HR	245,259	249,961	83,320	58,876	73,486	29%
FINANCE	467,223	475,653	158,551	117,201	151,234	32%
COMMUNITY DEV.	528,706	506,791	168,930	101,247	102,448	20%
POLICE	4,006,680	4,277,031	1,425,677	1,152,610	1,214,590	28%
CODE ENFORCEMENT	150,334	142,021	47,340	27,688	22,409	16%
ANIMAL SHELTER	135,490	150,424	50,141	32,990	44,559	30%
FIRE	1,357,467	1,384,729	461,576	375,572	402,826	29%
PUBLIC WORKS/AIRPORT	450,832	487,071	162,357	123,190	142,876	29%
PARKS	290,709	290,323	96,774	56,595	71,099	24%
AIRPORT	0	0	0	0	0	0%
LIBRARY	200,046	232,272	77,424	49,743	75,164	32%
MUSEUM	148,116	154,939	51,646	35,895	27,586	18%
GENERAL SERVICES	3,161,410	2,723,568	907,856	690,632	451,168	17%
SALARY CONTINGENCY	0	0	0	0	0	0%
TRANSFERS	751,352	744,667	248,222	246,500	248,166	33%
TOTAL	13,035,661	12,988,733	4,329,578	3,369,386	3,337,600	26%

**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU OCTOBER 31, 2019 - 34% OF YEAR LAPSED 4 OF 12 MONTHS
FISCAL YEAR 2020**

A	B	C	D	E	G (E/B) % REV
FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	
RECREATION-TAXES (Cig)	0	0	0	0	0%
WELLNESS CENTER	115,000	38,333	36,038	24,436	21%
OPEN SWIM	20,000	10,000	3,333	4,195	35%
YAFL	0	0	0	0	0%
YABL/ADULT BASKETBALL	16,500	16,500	5,500	2,103	2%
SUMMER FUN PROGRAM	26,000	30,000	10,000	7,224	3%
RECREATION-OTHER	85,000	62,500	20,833	5,898	21%
GEN FUND TRANSFER	400,000	400,000	133,333	133,280	33%
TOTAL	662,500	634,000	211,333	188,738	28%

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU OCTOBER 31, 2019 - 34% OF YEAR LAPSED 4 OF 12 MONTHS
FISCAL YEAR 2020**

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 2020 AVAIL. BAL.		
EMPLOYEE EXP.	633,166	619,444	206,481	159,352	170,918	448,526	28%
YAFL	0	0	0	0	0	0	0%
YABL/ADULT BASKETBALL	8,500	8,500	2,833	1,128	0	8,500	0%
OTHER OPERATING EXP.	95,350	83,850	27,950	22,692	22,556	61,294	27%
CAPITAL OUTLAY	9,500	9,500	3,167	3,321	857	8,643	9%
TOTAL	746,516	721,294	240,431	186,493	194,331	526,963	27%

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/29/2019

DEPT: Police

MEETING DATE: 11/20/2019

ITEM/TOPIC: Out of State travel to Canon City, Colorado

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval of out of state travel request*

BACKGROUND/RATIONALE: Glock Armorer School/Training will be held in Canon City Colorado on December 9-10, 2019. Our firearms instructor will be attending this training.

Registration for this school/training is \$250.00. The attendee is requesting to go actual for costs, upon the attendees' return he will request reimbursement for the allowable actual costs of out of pocket expenses for this school/training. The projected cost for the allowable lodging and meals will be \$272.00 upon return with receipts. The total cost for this training will be approximately \$522.00.

The Glock Armorer school/training will benefit this department by allowing our Firearms Instructor the capability and knowledge to repair and maintain our departments issued sidearm. The officers Glock sidearm is the primary weapon system and it is imperative it is maintained and up kept.

STAFF RECOMMENDATION: Approval of request for one (1) Police Personnel to attend training in Canon City, Colorado.

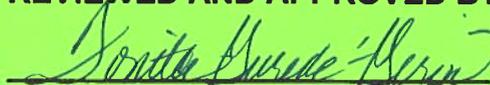
COMMITTEE RECOMMENDATION: None

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.

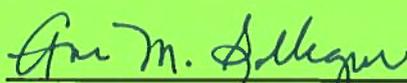


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULE-GIRON
MAYOR**



**ANN MARIE GALLEGOS,
INTERIM CITY MANAGER**

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

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

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



City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



David T. Bibb III
Chief of Police

MEMORANDUM

RECEIVED

OCT 22 2019

BY: *[Signature]*

TO: David T. Bibb III, Chief of Police

FROM: *[Signature]*
Eric N. Padilla
Commander

THRU: *[Signature]*
Martin D. Gallegos
Deputy Chief

THRU: *[Signature]*
Pamela Sandoval
Commander

DATE: October 16, 2019

RE: Revised Request for Training (Glock Armorer School)

This memorandum is a request to send Sgt. David Lautalo to a Glock Armorer courses located in Canon City, CO on December 10, 2019. At this time this is the closest course I could find as there is no instate training. Sgt. Lautalo is our department firearms instructor. We are in need of an armorer to maintain our department issued hand guns. I did request to send Sgt. Lautalo to this course in Colorado Springs this same date and time. This course is a little closer in distance for him to travel. Sgt. Lautalo will depart from here on December 9, 2019 to allow adequate time to travel safely to Colorado. Sgt. Lautalo will then travel back home after his course on December 10, 2019. Sgt. Lautalo will all attend this training on actual costs and will request reimbursement upon return. He will turn in all receipts on his return Please see attached course information and all other documents submitted by me on September 27, 2019.

Review by:
[Signature]
Marla Martinez, Finance Specialist

10/28/19
Date

[Signature]
Beatrice Salazar, Grants Administrator

10/28/19
Date

no funds you available out of state funding

Approved/Disapproved

David T. Bibb III, Chief of Police

Date

PERSONNEL RULES

66 Attachment 2

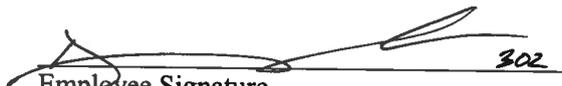
City of Las Vegas

Application for Training Reimbursement

DATE: 10/4/19
NAME: DAVID LAUTALO
JOB TITLE: FIELD OPERATIONS SERGEANT
DEPARTMENT: POLICE DEPT.
DESCRIPTION OF TRAINING: GLOCK ARMORER SCHOOL - THIS TRAINING CONSISTS OF REPAIRING OUR DEPARTMENT ISSUED HANDGUNS, AS WELL AS MAINTAINING ITS WORKING FUNCTIONS.
LOCATION OF TRAINING: COLORADO SPRINGS, COLORADO
DATE(S) OF TRAINING: 12/10/19 (1 DAY)
DESCRIBE HOW THE TRAINING IS RELATED TO YOUR JOB: THIS TRAINING IS ESSENTIAL AS MY POSITION IS THE DEPARTMENTS FIREARMS INSTRUCTOR. WE AS A DEPARTMENT DOES NOT HAVE A GLOCK ARMORER.

PERCENT OF CITY CONTRIBUTION REQUESTED: 100 %

I understand that by applying for City contribution for this training that I am agreeing that if I terminate with the City of Las Vegas for any reason within one year of completion of this training that the City's contribution towards the training will be deducted from my final paycheck. I further understand that I will receive no reimbursement from the City for this training until I have provided adequate documentation that I have completed the training with a passing grade.


Employee Signature

DAVID LAUTALO
Print Name

Approved/Disapproved:

_____ for _____ %
Department Director

_____ for _____ %
City Manager

xc: Employee
Department Director
Human Resource Department/Personnel File



PROFESSIONAL

REGISTRATION SUMMARY

This document is only a summary of your registration.

Please note that you are not signed up for the class until you receive a confirmation.

CLASS INFO:

Class 107362: Armorer's Course
Date: Tuesday, December 10, 2019
Location: Colorado Dept. of Corrections - LE ONLY Lt. Kent Crossman, 57500 US Hwy 50 - Canon City, CO
Host: Colorado Dept. of Corrections - LE ONLY Lt. Kent Crossman
Instructor: Bissett

STUDENT:

Name: Sergeant David Lautalo
Category (with Comment): Active Law Enforcement
U.S. Citizen/permanent resident: yes

EMPLOYER ADDRESS:

Department: City of Las Vegas
Las Vegas Police Department
Street: 318 Moreno Street
City: Las Vegas San Miguel
State: NM, 87701 USA
Phone: 5054257504
Mobile: 5054290398
Fax: 5054256346
E-mail: amcadams@lasvegasnm.gov

The invoice is sent to this address. The certificate is sent to this address.

HOME ADDRESS: -

ADDITIONAL DATA:

Recertifying: no
Weapon: Glock 31 .357 sig
Duty weapon:
Agency size: 38
Accepted terms and conditions: Yes

Confirmations will not be sent until valid proof of payment type is submitted.

Certificates will not be sent until actual payment has been received.

For further information please contact:



TRAINING DIVISION

GLOCK reserves the right to remove students from classes and/or permanent ban from future training due to violation(s) of firearms safety rules with no refund of class fees.

Name | Address | Terms |

REGISTRATION: NAME

CLASS INFO

Class 107362: **12/10/2019 / Armorer's Course**
 Price: **250.00 USD**
 Location: Colorado Dept. of Corrections - LE ONLY Lt. Kent Crossman, 57500 US Hwy 50 - Canon City, CO
 Instructor: Bissett

STUDENT

* Please choose a category:

- GLOCK Dealer
 Range Program
 LE Distributor
 Security Officer
 Active Law Enforcement
 Retired Law Enforcement
 Military

Comment (e.g. name of Dealer/Distributor):

Title/Rank: * First Name: Middle Name: * Last Name:

* U.S. citizen or U.S. permanent resident? yes no

If not, prior approval from U.S. Dept. of State is required.

* I must read the [DSP-83 Form](#)

DSP-83 approval could take up to 8 weeks, and is required if you are not a US citizen. Please do not attempt to register for classes dated before approval can be obtained.

* I must read the [Instructions for NON US Citizens](#)

* I must read the [Application Fees](#)

* I am 21 or older

[Continue registration](#) [Abort registration](#)

[▶ HOME](#) |
 [▶ TRAINING SCHEDULE](#) |
 [▶ COURSE DESCRIPTION](#) |
 [▶ HOST COURSE](#) |
 [▶ INSTRUCTOR ACCESS](#) |
 [▶ GSSF](#) |
 [▶ CONTACT](#)

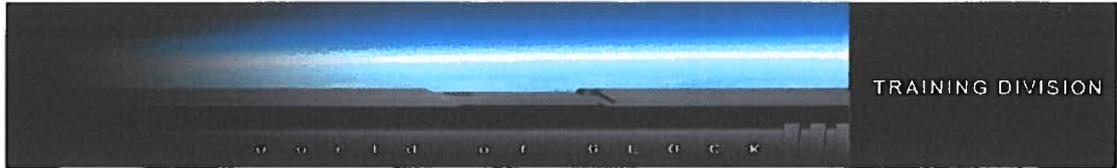
GLOCK Training Division | Copyright © 2009 - 2019 GLOCK Professional Inc.

GLOCK Professional, Inc.

P.O. Box 1254
Smyrna, GA 30081
USA

Tel.: 770 - 432 1202

Fax.: 770 - 437 4712



GLOCK reserves the right to remove students from classes and/or permanent ban from future training due to violation(s) of firearms safety rules with no refund of class fees.

REGISTRATION SUBMITTED

You have successfully sent a registration for the following class:

Class 107362: Armorer's Course / 12/10/2019

You will receive details of this registration via email!

Please note that you are not signed up for the class until you receive confirmation from GLOCK Training.

Confirmation will be sent to you one month prior to the class, after your registration information has been reviewed by the training department and approved. If you are registering within the one month window then your confirmation will be faxed or e-mailed to the information provided.

[Pay now with credit card.](#)

[Click here to print a summary of your registration.](#)

[Back to Training Schedule](#)

[▶ HOME](#) | [▶ TRAINING SCHEDULE](#) | [▶ COURSE DESCRIPTION](#) | [▶ HOST COURSE](#) | [▶ INSTRUCTOR ACCESS](#) | [▶ GSSF](#) | [▶ CONTACT](#) |

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GLOCK Professional, Inc.



GLOCK PROFESSIONAL, INC.
P.O. Box 1254
Smyrna, GA 30081
Phone: 770-432-1202
Fax: 770-437-4712

CONFIRMATION OF ATTENDANCE

Armorer's Course

Please bring this letter to class.

David Lautalo
City of Las Vegas
Las Vegas Police Department
318 Moreno Street
Las Vegas, NM
87701
amcadams@lasvegasnm.gov

Dear GLOCK User:

Please accept this letter as confirmation of your attendance into the one-day Armorer's Course.

If for any reason you will be unable to attend the course, please fax your name and the course date to our office at 770-437-4712. If you fail to cancel at least 48 hours prior to the course you will be responsible for payment. PAYMENT MUST BE MADE IN ADVANCE OR ON THE DAY OF CLASS. Please make checks payable to GLOCK Professional, Inc. We also accept MC, Visa or Discover.

Armorer's Course Tuition: \$ 250.00

PAY WITH CREDIT CARD: <http://www.glocktraining.com/Payment.aspx?r=269766&c=Lautalo>

WHAT TO BRING

1. Your confirmation letter and picture ID.
2. Note taking material (pen and note pad)
3. Eye protection (mandatory) - Prescription glasses will suffice.
4. GLOCK Stocking Dealers must have a current blue certificate to take advantage of the complimentary slot.
5. SMALL FLASHLIGHT

LUNCH WILL BE PROVIDED.

If you are attending the Armorer's Course in the United States, DO NOT bring your firearms to the classroom.

IF YOU ARE ATTENDING A CLASS IN CANADA YOU MUST BRING YOUR OWN FIREARM. - NO SLIM LINES

No Tape recording or video equipment is allowed.

If GLOCK Professional, Inc. cancels or reschedules Training Courses due to an act of God, natural disasters,

FFL#: 1-58-067-01-8H-03344
FEDERAL TAX PAYER ID#: 20-4382786
GA STATE SALES TAX#: 2001-789-4247

GLOCK Professional, Inc.



GLOCK PROFESSIONAL, INC.
P.O. Box 1254
Smyrna, GA 30081
Phone: 770-432-1202
Fax: 770-437-4712

acts of civil or military authority, fire, floods, tornadoes, other severe inclement weather, epidemics, quarantine, energy crises, war, terror related events or riots Student has the option to request that GLOCK Professional, Inc. either (a) refund Student 100% of the price paid to GLOCK Professional, Inc. for Student's course registration or (b) reschedule Student to a future course of Student's choosing. No compensation will be offered for incurred costs as a result of the rescheduling. Student must provide GLOCK Professional, Inc. with written notice of which option Student chooses within 30 days of the date GLOCK Professional, Inc. notifies Student the course has been cancelled or rescheduled. If Student fails to notify GLOCK Professional, Inc. within the time period GLOCK Professional, Inc. will provide a refund without consulting Student.

GLOCK reserves the right to remove students from classes and/or permanent ban from future training due to violation(s) of firearms safety rules with no refund of class fees.

PLEASE REMEMBER DO NOT LEAVE ANYTHING OF ANY VALUE IN YOUR VEHICLES AT THE HOTELS

DATE: 12/10/2019
TIME: 8a.m.-5 p.m.

CLASS: Armorer's Course - 107362

LOCATION:
Colorado Dept. of Corrections - LE ONLY
Lt. Kent Crossman
57500 US Hwy 50
Canon City, CO
81212

HOTEL INFORMATION/DIRECTIONS:

HOTELS:
Quality Inn - 719-275-8676
Hampton Inn - 719-269-1112
Super 8 - 719-275-8687

DIRECTIONS:

Contact Lt. Kent Crossman @ 719-269-5810

FFL#: 1-58-067-01-8H-03344
FEDERAL TAX PAYER ID#: 20-4382786
GA STATE SALES TAX#: 2001-789-4247

GLOCK Professional, Inc.



PROFESSIONAL

GLOCK PROFESSIONAL, INC.
P.O. Box 1254
Smyrna, GA 30081
Phone: 770-432-1202
Fax: 770-437-4712

City of Las Vegas
Las Vegas Police Department
318 Moreno Street
Las Vegas, NM
87701
amcadams@lasvegasnm.gov

Invoice: TRP/100131312
Date: 10/16/2019
Class: 107362 - AC
Student: 153391/David Lautalo

TRAINING INVOICE

Class	Date	Student	Amount
Armorer's Course - Canon City, CO	12/10/2019	David Lautalo	250.00 USD

Total Amount: 250.00 USD

Payment method: Credit card - NOTE: Please pay invoice at this time.
Payment condition: Payment needs to be received by the day of class.
Registration ID: 269766 **Use this number when paying with a credit card online.

FFL#: 1-58-067-01-8H-03344
FEDERAL TAX PAYER ID#: 20-4382786
GA STATE SALES TAX#: 2001-789-4247



City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



**Chief of Police
David T. Bibb III**

MEMORANDUM

**TO: Ann Marie Gallegos
Interim City Manager**

**FROM: *David T. Bibb III*
David T. Bibb III
Chief of Police**

DATE 29 October 2019

**RE: Out of State Travel – Canon City, Colorado
Glock Armorer School/training
December 9-10, 2019
1 LVPD Personnel**

Estimated Travel Cost

Projected Actual Reimbursement

Meals- \$45.00 per day (1 day)
\$12.00 partial day (5 hours)

Lodging- \$215.00 per day (1 day)

Registration- \$250.00

Projected grand total for 1 LVPD personnel- \$522.00

XC: File

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/29/2019

DEPT: Police

MEETING DATE: 11/20/2019

ITEM/TOPIC: Out of State travel to Quantico, Virginia

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval of out of state travel request*

BACKGROUND/RATIONALE: FBI National Academy will be held in Quantico, Virginia January 4, 2020 through March 15, 2020. One Police Commander will be attending.

The FBI National Academy will be at no cost to the Las Vegas Police Department.

This request is being processed in advance to ensure the attendance of the Commander.

This academy will teach academic learning and physical fitness training in executive leadership. The academy is a professional course of study for the United States. This academy is a ten(10) week program which provides coursework in intelligence theory, terrorism and terrorist mindsets, management science, law, behavioral science, law enforcement communication and forensic science to name a few. This is a great opportunity to represent the Las Vegas City Police Department, it is the first time one of our own has attended the FBI National Academy.

STAFF RECOMMENDATION: Approval of request for one (1) Police Personnel to attend training in Quantico, Virginia.

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:



**TONITA GURULE-GIRON
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 OUT OF STATE TRAVEL AUTHORIZATION

No. _____

1. NAME, HOME ADDRESS & ZIP CODE WORK PHONE NO. <i>Eric Padilla</i>	2. DEPARTMENT NAME & NO. <i>Police</i>	3. <input type="checkbox"/> CONFERENCE <input type="checkbox"/> SCHOOL <input checked="" type="checkbox"/> OTHER	4. DESTINATION <i>Quantico Virginia</i>
5. DEPARTURE DATE & HOUR <i>1/4/2020</i>	6. RETURN DATE & HOUR <i>3/15/2020</i>	7. TOTAL DAYS/HOURS <i>72 days</i>	8. WHERE CAN YOU BE REACHED?
9. NAME OF SCHOOL CONFERENCE OF OTHER <i>FBI National Academy</i>	10. MEETING DATES <i>1/4-3/15/20</i>	11. ARE OUTSIDE FUNDS BEING CONTRIBUTED TOWARD THE TRIP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PROVIDE DETAILS.	12. TYPE OF REQUEST <input type="checkbox"/> ACTUAL <input type="checkbox"/> PER DIEM

13. CITY VEHICLE NO. *005006* PRIVATE VEHICLE PUBLIC CONVEYANCE (PLANE, TRAIN, ETC.)

14. PER DIEM DAYS/HOURS <u> </u> X RATE/DAY <u> </u> = TOTAL <u> </u>	15. MILEAGE DISTANCE <u> </u> X RATE / MILE <u> </u> = TOTAL <u> </u>
---	---

ESTIMATED COST OF TRIP	LINE ITEM	SPECIAL INSTRUCTIONS
TRAVEL	\$ _____	_____
REGISTRATION	\$ _____	_____
*HOTEL	\$ _____	_____
*PERDIEM	\$ _____	_____
*MEALS	\$ _____	_____
*OTHER	\$ _____	_____
TOTAL	\$ _____	_____
TOTAL AUTHORIZED ADVANCE		\$ _____

*ADVANCE SHALL NOT EXCEED 80% OF THESE COSTS

I AUTHORIZE THE CITY OF LAS VEGAS TO DEDUCT FROM MY BI-WEEKLY PAY CHECK THE AMOUNT OF ADVANCE INDICATED ABOVE + \$15.00 PENALTY IS ALL TRAVEL DOCUMENTS ARE NOT PROPERLY FILED IN ACCOUNTS PAYABLE 5 WORKING DAYS AFTER THIS TRIP IN CONCLUDED.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

EMPLOYEE SIGNATURE DATE SOCIAL SECURITY NUMBER

APPROVED: _____ FOR ACCOUNTING ONLY

MAYOR & COUNCIL MEETING DATE

APPROVED: _____

AUTHORIZED SIGNATURE DATE

APPROVED: _____ REVIEWED FOR COMPLETENESS:

CITY MANAGER DATE FINANCE DIRECTOR DATE

REASON FOR REQUEST OF ACTUAL EXPENSE REIMBURSEMENT: _____

CITY MANAGER APPROVAL REQUIRED FOR ADVANCE ON ACUTAL ----- APPROVED () NOT APPROVED ()

CITY MANAGER SIGNATURE

DISTRIBUTION OF COPIES: FINANCE DEPARTMENT-WHITE; CITY MANAGER DEPARTMENT-GREEN; YELLOW VOUCHER SUBMITTED WITH REIMBURSEMENT VOUCHER; TRAVELER-PINK; DEPARTMENT-GOLDENROD.

ATTACH COPIES OF BROCHURES AND ANY OTHER INFORMATION REGARDING REASON FOR TRAVEL.



City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



David T. Bibb III
Chief of Police

MEMORANDUM

TO: David T. Bibb III, Chief of Police
FROM: *Eric N. Padilla*
Eric N. Padilla
Commander
THRU: *Not Available (telephonic approval)*
Martin D. Gallegos
Deputy Chief

RECEIVED

OCT 24 2019

BY: *[Signature]*

DATE: October 17, 2019

RE: FBI National Academy

This memorandum is a request and notice of my attendance to the FBI National Academy in Quantico Virginia. The dates of the academy I have been selected to attend are January 6, 2020 thru March 13, 2020. I have received my final approval from the FBI National Headquarters with a letter sent to you with my final selection. You are aware of the process in which we have been through as you were the one who nominated me for this prestigious and glorious opportunity. I have been waiting for over ten years for this opportunity. I want to make sure we get Mayor and Councils approval in plenty of time to make this happen and need this request sent on an agenda request. I will be the first in the history of the Las Vegas Police Department to attend and represent our department at the FBI National Academy. The academy training is free of charge to the department and all the department would pay is my salary while in attendance. I do have to purchase certain clothing and other personnel items while in attendance. I am not asking the department to pay for any of those items. I would like to take a department issued unit and would travel two days in advance to Virginia, this would allow me safe travels and a vehicle to use while attending the academy. The license plate of the unit is 0500G. Attached are correspondence and my paperwork/application packet for the academy.

Review by:

Marla Martinez
Marla Martinez, Finance Specialist

10/30/19
Date

Beatrice Salazar
Beatrice Salazar, Grants Administrator

10/30/19
Date

no report fields for out of state training

Approved/Disapproved
David T. Bibb III
David T. Bibb III, Chief of Police

10-30-19
Date



City of Las Vegas

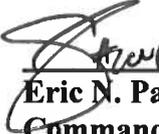
318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



David T. Bibb III
Chief of Police

MEMORANDUM

TO: David T. Bibb III, Chief of Police

FROM: 
Eric N. Padilla
Commander

RECEIVED

OCT 21 2019

BY: 

THRU: _____
Martin D. Gallegos
Deputy Chief

DATE: October 17, 2019

RE: FBI National Academy

This memorandum is a request and notice of my attendance to the FBI National Academy in Quantico Virginia. The dates of the academy I have been selected to attend are January 6, 2020 thru March 13, 2020. I have received my final approval from the FBI National Headquarters with a letter sent to you with my final selection. You are aware of the process in which we have been through as you were the one who nominated me for this prestigious and glorious opportunity. I have been waiting for over ten years for this opportunity. I want to make sure we get Mayor and Councils approval in plenty of time to make this happen. I will be the first in the history of the Las Vegas Police Department to attend and represent our department at the FBI National Academy. I would like to take my department issued unit and would travel two days in advance to Virginia, this would allow me safe travels and a vehicle to use while attending the academy. Attached are correspondence and my paperwork/application packet for the academy.

Review by:

Marla Martinez, Finance Specialist

Date

Beatrice Salazar, Grants Administrator

Date

~~Approved/Disapproved~~

David T. Bibb III, Chief of Police

10-21-2019
Date

To Whom It May Concern:

I hereby give consent to any authorized representative of the Federal Bureau of Investigation (FBI) and the Federal Bureau of Investigation National Academy Associates (FBINAA) to obtain information pertaining to my attendance to the FBI National Academy Program. This release of information is limited to name, employer's address, place of employment, email address, and dates of attendance to the FBI National Academy. I hereby direct the FBI National Academy, to which this form is presented, to release such information upon request of the authorized recipient as described above, regardless of any other agreement of direction I may have made. This consent is executed with full knowledge and understanding that the information is for the official use of the FBINAA in connection with the membership, the maintenance of the Directory of Graduates, and the FBI's partnership with the FBINAA. Consent is granted for the Federal Bureau of Investigation to furnish such information, as is described above, to the third parties in the course of fulfilling its official responsibilities. Copies of this consent that show my signature are as valid as the original signed by me. This consent is valid for one (1) year from the date signed.

FIRST NAME (Please Print): Eric

MIDDLE NAME (Please Print): Nash

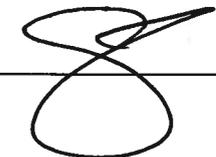
LAST NAME (Please Print): Pavilla

SESSION #: NA279

STATE/COUNTRY: _____

YES, I HEREBY GIVE CONSENT TO THE FBINAA TO OBTAIN ANY INFORMATION IN MY FILE PERTINENT TO MY ATTENDANCE. INFORMATION LIMITED TO NAME, EMPLOYER'S ADDRESS, PLACE OF EMPLOYMENT, EMAIL ADDRESS, AND DATES OF ATTENDANCE. SEE ABOVE.

NO, I DO NOT GIVE CONSENT TO THE FBINAA TO OBTAIN ANY INFORMATION PERTINENT TO MY ATTENDANCE. INFORMATION LIMITED TO NAME, EMPLOYER'S ADDRESS, PLACE OF EMPLOYMENT, EMAIL ADDRESS, AND DATES OF ATTENDANCE. SEE ABOVE.

STUDENT SIGNATURE:  DATE: 9-23-19

Non-Personnel Consent to Release Information

To Whom It May Concern:

I hereby give consent to any authorized representative of the Federal Bureau of Investigation to obtain any information in your files pertaining to my academic, achievement, athletic, attendance, credit (including credit card and payment device numbers), disciplinary, employment, law enforcement (including, but not limited to, any record of charge, prosecution, or conviction for civil or criminal offenses), military, or professional license records (including any grievance records). I hereby direct each entity to which this form is presented to release such information upon request of the authorized recipient as described above, regardless of any other agreement or direction I may have made.

This consent is executed with full knowledge and understanding that the information is for the official use of the Federal Bureau of Investigation in connection with the determination of suitability for employment and/or eligibility for new or continued access to classified information of a current or prospective government employee with whom I am associated. Consent is granted for the Federal Bureau of Investigation to furnish such information as is described above to third parties in the course of fulfilling its official responsibilities.

Copies of this consent that show my signature are as valid as the original signed by me. This consent is valid for one (1) year from the date signed.

<small>Signature (Sign in ink)</small> 	<small>Full Name (type or print clearly)</small> Eric N. Padilla	<small>Date Signed</small> 1-14-19
<small>Other Names Used</small>		<small>Social Security Account No.</small> 585-45-1940
<small>Signature of Parent or Guardian (if required)</small>	<small>Place of Birth</small> Las Vegas NM USA	<small>Date of Birth</small> 12-17-82
<small>Signature of Witness</small> 	<small>Name & Title of Witness</small> Administrative Aide II	

PRIVACY ACT STATEMENT

Authority: The collection of information requested by this form is authorized under Executive Order 10450, Security Requirements for Government Employees; Executive Order 12968, Access to Classified Information; and the Fair Credit Reporting Act, 15 U.S.C. §§1681 et seq. Providing requested information is voluntary; however, failure to furnish the requested information and consent may affect our ability to complete the determination of suitability for employment and/or eligibility for new or continued access to classified information of a current or prospective government employee with whom you are associated.

Principal Purpose: The information will be used principally to obtain such academic, achievement, athletic, attendance, credit, disciplinary, educational, employment, law enforcement, military, and professional license records as may be necessary to determine the suitability for employment and/or eligibility for new or continued access to classified information of a current or prospective government employee with whom you are associated. Your Social Security Account Number (SSAN) identifies you in most of the above-listed transactions. We will use your SSAN to accurately identify your records and to process investigations, inquiries, and/or determinations related to this consent.

Routine Uses: In addition to disclosures within the Department of Justice on a need-to-know basis, information reported on this form may be disclosed in accordance with all applicable routine uses as may be published at any time in the Federal Register, including all routine uses for the FBI Central Records System. These routine uses include the following disclosures: to potential sources in order to locate, seek, and obtain information or records pertaining to you; to any appropriate governmental authorities responsible for civil or criminal law enforcement, counterintelligence, or security matters to which the information may be relevant; to non-FBI employees performing Federal assignments; to courts or adjudicative bodies when the FBI considers it has an interest in the proceedings; or as otherwise mandated by law, treaty, or Executive Order.

FEDERAL BUREAU OF INVESTIGATION
REPORT OF MEDICAL EXAMINATION - FBI NATIONAL ACADEMY
APPLICANT

(Items to be completed by National Academy applicant)

Name (last, first, middle)
Padilla Eric N

Date of birth (mm/dd/yyyy) 12/17/1982	Place of birth New Mexico	Age 36	Sex <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female
--	------------------------------	-----------	---

Emergency contact (name, address, telephone, cellular phone) Mary Loui Sanchez, 6 Camino Del Valle, Las Vegas, NM 87701 (505)426-7458	Relationship to contact Mother
--	-----------------------------------

Allergies (including insect bites/stings and foods)
None

(Items to be Completed by Examining Licensed Healthcare Provider: MD, DO, NP, or PA)

Name of examinee: Janoi Gonzalez, CNP Date of physical examination (mm/dd/yyyy): 08/30/2019

NPI: 1902364730 Janoi Gonzalez, NP
Mantoux TB skin test results Date: 9-5-19 Positive Negative

If positive, Date and results of required chest x-ray: N/A Date treatment completed: N/A

The following vaccinations are required for attendance at the FBI National Academy. (Please check if the following immunizations are current):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Polio | <input checked="" type="checkbox"/> Varicella (or have had chickenpox) |
| <input checked="" type="checkbox"/> Meningitis (quadrivalent) | <input checked="" type="checkbox"/> Measles, Mumps, Rubella (MMR) – (two doses) |
| <input checked="" type="checkbox"/> Hepatitis A (two dose series) | <input checked="" type="checkbox"/> Hepatitis b (three dose series) |
| <input checked="" type="checkbox"/> Td/Tdap | <input checked="" type="checkbox"/> Influenza |

Attendees to the National Academy live in a dormitory, sharing bathroom and shower facilities. Based on your examination and knowledge of the applicant's medical history, are you aware of any infectious/communicable disease or any other condition that may preclude the applicant from living in this environment? Yes No

The Physical Training Program of the National Academy is a vigorous compilation of multifunctional activities. As the training progresses, physical training events increase in intensity, require longer endurance and increased loading; demanding higher sustained submaxial cardiac response. Applicants must be able to perform the below listed base activities **without** any orthopedic issues/pain. Based upon your knowledge and examination of the applicant, is he/she able to perform the following (please initial if qualified):

- EP Running - to include: a 5-mile run without stopping, sprinting, jumping, and resisted running
- EP Calisthenics - to include: rotational, lateral, and vertical movement patterns with and without loading (such as twisting, side lunges, and squat jumps, etc)
- EP Pushing/Pulling - to include horizontal and vertical (push-ups, pull-ups, lifting a load, pushing and pulling a weighted sled, weightlifting, etc.)

To the best of your knowledge and based upon your examination of the applicant, is the applicant able to participate in the Physical Training Program as described above? Yes No

Comments: n/a

Signature of examining provider: Janoi Gonzalez, CNP

Type or Print name of healthcare provider: Janoi Gonzalez, CNP
Signature of examining provider: NPI: 1902364730

Date: 8-30-2019

Address of examining facility: 1900 HOT SPRINGS BLVD.
LAS VEGAS, NV, 87701.

FEDERAL BUREAU OF INVESTIGATION
Application To Attend FBI National Academy Program

Privacy Act - Solicitation of information on this form is authorized by Public Law 93-83, Section 404. The furnishing of this information is voluntary on your part. The purpose of soliciting this information and the routine use to be made of it are to determine your eligibility for enrollment in the FBI National Academy. Refusal on your part to furnish all of the information requested will result in no further consideration being given to your application for the National Academy. You should be aware that willfully making a false statement or concealing a material fact on this application can be basis for rejection as a candidate for the National Academy. Your social security number is requested on a voluntary basis. It will only be used as a student number to assist in record keeping procedures.

Attach Photograph to Page 4.

Notice: If space provided is not sufficient for complete answers, or you wish to furnish additional information, you may attach a sheet to this application and number answers to correspond with questions.

Date
1/14/2019

Name of law enforcement agency where candidate is employed
Las Vegas Police Department

City Las Vegas State NM

I. Personal Data

1. Name in full

Padilla Eric N. Not Entered
Family name Given name Middle name Social Security Number

a. List all other names you have used, including nicknames. If you have ever used any surname other than your true name, during what period and under what circumstances were these names used?

b. Have you ever legally changed your name? Yes No

If answer is "Yes," designate Date Place Court

2. Residence address (street, city, state)

6 Camino Del Valle, Las Vegas NM 87701, United States

Telephone Numbers / E-mail addresses:

Residence 5054257504 Mobile 5054296248

E-mail epadilla@lasvegasnm.gov

Business 5054257504

E-mail

3. Date of Birth (MM/DD/YYYY)

12/17/1982

4. Birthplace (city, state)

Las Vegas, NM, United States

5. Age

36

6. Height

71

7. Weight

180

8. Emergency Contact Information

Professional Contact David Bibb

Phone 5054257504

Personal Contact Mary Lou Sanchez Relationship Mother

Phone 5054264758

II. Physical Status

- a. Are you capable of performing sustained vigorous physical activity? Yes No
(If answered "No," attach explanation.)
- b. Do you have any physical defects which would preclude unrestricted, regular participation during the National Academy Training Session in physical training and defensive tactics? Yes No (If answered "Yes," attach explanation.)
- c. Have you had any serious illnesses or any operations in the past three years? Yes No (If answered "Yes," attach explanation.)

Were you hospitalized? No Yes _____
Dates Hospital Location
 Name, address and phone number of present family physician Dannell Romero Phone: 5054256788
1235 8th Street, Las Vegas NM 87701, United States

- d. Do you understand that participation in Swimming and Yellow Brick Road events are not mandatory? Yes No

III. Education

Name and Location of Schools	Dates attended	Diploma or Degree received
a. High school of graduation <u>West Las Vegas High School</u>	1997/09 - 2001/05	High School Diploma
b. College(s)		
c. If high school equivalency certificate obtained, provide date, name, and location of facility _____		

IV. Former Addresses

List chronologically **all** addresses for past 5 years (including street address, city, state, and dates of residence at each address).

V. Employment

- a. List civilian and military law enforcement experience with various ranks or positions held in chronological order.

Law Enforcement Agency	Position or Rank	Date	
		From	To
Las Vegas Police Department	Commander	2002/07	Present

- b. Have you ever been dismissed or asked to resign by any employer? Yes No
 If answered "Yes," provide:

_____ Date of employment _____
Employer's name

Circumstances and reason: _____

VI. Court Record

a. Have you ever been arrested or charged with any violation including traffic, but excluding parking tickets? Yes No If yes, list all such matters even if not formally charged or no court appearance, or found not guilty, or matter settled by payment of fine or forfeiture of collateral. Attach additional sheets as necessary to provide details.

Date	Place	Charge	Disposition

b. Have you ever been a party to a civil court action? Yes No If yes, provide the requested information below.

Month/Year	Nature of Action	Result of Action	Names of parties, (identify plaintiff and defendant) the court and address (city, county, state, zip code; country if a court outside the U.S.)

c. Are you presently the subject, or a party, of any investigation (including administrative inquiry/investigation), or pending litigation, civil or criminal? Yes No (If answered "Yes," attach explanation.)

VII. Subversive Membership or Data

Are you now or have you ever been a member of any organization which seeks to deny other persons their rights under the Constitution of the United States, which violates the laws of the United States? Yes No (If answer is "Yes," attach explanation.)

VIII. References or Social Acquaintances

If you desire, you may list three individuals who are responsible adults of reputable standing in their communities, who have known you well during the past five years.

a. Complete name		Address
David Bibb II		Residence <u>Dee Bibb Ranch, 125 Frtge Rd, Las Vegas NM 87701, United States</u>
No. yrs. acq. 5	Occupation	Business _____
b. Complete name Adrian Crespin		Address Residence <u>933 Palo Verde, Las Vegas NM 87701, United States</u>
No. yrs. acq. 19	Occupation	Business _____
c. Complete name David Heshley		Address Residence <u>1420 Carlisle Ave., Albuquerque NM 87110, United States</u>
No. yrs. acq. 15	Occupation	Business _____

IX. Military Service

(List all military service, including reserves)

Branch	Service Number	Date & Place of Enlistment	Date, Type & Place of Discharge
Army	585451940	6/12/2000 - Springer, NM United States	7/12/2006 - Honorable - Springer, NM, United States

If not honorably discharged, provide details:

X. Miscellaneous

- a. While attending the FBI National Academy, advise if your salary is being continued, if any incidental expenses are being paid by your department or by any individual, group or organizations, or if you are paying your own expenses and transportation. Provide details.
- b. Do you agree that the exclusive rights and remedies for any injury suffered by you while attending the FBI National Academy shall be solely liable under your department's workers' compensation insurance program? Yes No
- c. Will you abide by rules and regulations of your own department and of the FBI National Academy if accepted? Yes No
- d. Do you agree to remain in law enforcement for a minimum of 3 years after graduation from the National Academy? Yes No

XI. Consent For Disclosure of Information

If information is developed which would indicate that you are not eligible for enrollment in the National Academy, the reason for your rejection may be furnished to the head of your agency or his/her appropriate representative.

Following graduation from the FBI National Academy, information may be periodically solicited from you for inclusion in the FBI National Academy Directory of Graduates. Provision of this information will be on a voluntary basis.

By furnishing your signature below, you are providing your consent for the disclosure and/or release of this information by the FBI.

XII. Certification

I certify that the foregoing answers are true and correct to the best of my knowledge and belief.



Signature of applicant

9-23-18
Date

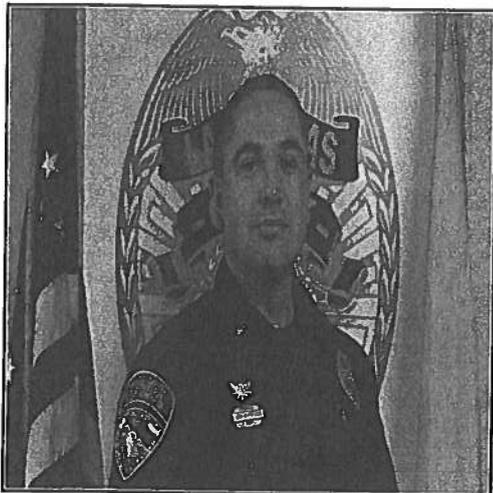


Photo Date: 12/12/2018

All Applicants

Attach an unmounted full-face photograph of yourself, not larger than 2 3/4 x 2 1/2 inches. Print your name and date photograph taken plainly on the back of the photograph. The photograph must have been taken not more than 3 months prior to the date of this application.

No consideration will be afforded any applicant unless such a photograph is furnished.

Attachments

GENDER: Male

HAS BACHELORS DEGREE: No

SHIRT SIZE: L

MISCELLANEOUS (A):

While attending the FBI National Academy my department will continue to pay my salary. If there are any incidental expenses they will be paid by either the department or myself. If I have to travel by vehicle to the academy my department will furnish the vehicle. Any and all other personal expenses will be paid out by me.

FEDERAL BUREAU OF INVESTIGATION
NOMINATION OF LAW ENFORCEMENT OFFICER
TO ATTEND THE NATIONAL ACADEMY PROGRAM OF THE
FEDERAL BUREAU OF INVESTIGATION

INSTRUCTIONS - This nomination should be signed by a Commissioner, Superintendent or Chief of Police; or by a Sheriff or head of a county police agency; or by the Chief, Superintendent, or executive officer of a state police or highway patrol organization' or the application may be filed by an officer of the state, county, or municipality of higher rank than those mentioned, such as Mayor, City Manager, Chairman of the County or City Commissioner, or Governor. This nomination should be accompanied by an attached application properly filled out furnishing the personal and official history of the officer nominated. The Chief of Police, Sheriff, or Superintendent of a state police organization may nominate himself/herself to take this course of training if he/she so desires.

To: FBI, Training Division, National Academy Unit

I hereby nominate the below-named representative of this law enforcement agency to attend a session of the FBI National Academy at Quantico, Virginia.

Nominee	Padilla	Eric	N
	Last	First	Middle
Commander	Las Vegas Police Department		
	Title or Rank	Law Enforcement Agency	

I realize the primary purpose of the National Academy is to train outstanding law enforcement officers as instructors and administrators. Further, I believe the officer nominated herein is basically qualified to fulfill this purpose upon return to his/her organization after graduation. Specifically, I understand the nominee meets the following minimum requirements:

1. A regular full-time officer of a duly constituted law enforcement agency of a municipality, county, or state, having at least five years of substantially continuous such experience;
2. At least 25 years of age;
3. In excellent physical condition capable of sustained strenuous exertion and regular participation in the use of firearms, physical training and defensive tactics, which will be confirmed by a thorough physical examination (submitted when requested by FBI) by a medical doctor of nominee's choice and at nominee's expense.
4. Is of excellent character and enjoys a reputation for professional integrity;
5. Exhibits an interest in law enforcement as a public service; a seriousness of purpose, qualities of leadership; and enjoys the confidence and respect of fellow officers;
6. Has a high school diploma or high school equivalency certificate;
7. Agrees to remain in law enforcement a minimum of three years after graduation from the FBI National Academy;

When a vacancy exists in a session for which the officer's application can be considered, I authorize the FBI to make a complete and thorough investigation of the nominee to confirm his/her suitability as a candidate. To assist in this regard there is attached and executed application by the nominee. I have been assured by the nominee that he/she will remain in law enforcement for a minimum of 3 years following graduation from the National Academy.

I hereby assure that the law enforcement agency making this nomination for a representative to attend the FBI National Academy is in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d - 2000d-4), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et. seq.) and the Regulations of the Department of Justice 28 CFR 42.010 et seq., issued pursuant to that title to the end that **no person in the United States shall**, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which this agency receives Federal financial assistance from the Department. This agency recognizes the right of the United States to seek judicial enforcement of this assurance.

I hereby assure that the law enforcement agency making this nomination for a representative to attend the FBI National Academy maintains a workers' compensation insurance program. This agency understands that the exclusive rights and remedies for any injury suffered by the nominee that is the result of an accident and arises out of and in the course of the nominee's employment shall be liable under this agency's workers' compensation insurance program.

I certify that I have reviewed the attached application and that it reflects information which is accurate to the best of my knowledge.



Signature of Nominating Official

David T. Bibb III Chief of Police

Name and Title (type or print)

Las Vegas Police Department

Law Enforcement Agency

Las Vegas

New Mexico

87701

City

State

Zip Code

9-25-2019

Date

(Forward this executed nomination and the completed application of the nominee to the Special Agent in Charge of the FBI office in your territory. He can answer questions you may have pertaining to the FBI National Academy Program.)

I have received the email and look forward to meeting and speaking to you. I will be available Thursday 26 September at your convenience.

Thank You

[Quoted text hidden]

Eric N. Padilla
Commander
Las Vegas Police Dept.
(505) 425-7504 Ext. 3103

Thu, Aug 22, 2019 at 2:18 PM

Richardson-Zadra, Carey A. (AQ) (FBI) <cazadra@fbi.gov>
To: Eric Padilla <epadilla@lasvegasm.gov>

Commander Padilla-

I look forward to coming to Las Vegas to conduct your background investigation. Please make sure all the forms listed below are completed. They can be found in the Virtual Academy System under National Academy/My Application.

Also make sure your chain of command is available for interview that day and your HR and IA files are available for review.

I look forward to meeting you!

Carey Richardson-Zadra

Applicant/Training Coordinator

Albuquerque FBI

[Quoted text hidden]

This communication is the property of The City of Las Vegas and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Thu, Aug 22, 2019 at 2:21 PM

Eric Padilla <epadilla@lasvegasnm.gov>
To: Raelene Lopez <rlopez@lasvegasnm.gov>

Raelene

Can you please put on the calendar for Chief DC Monica and I.

[Quoted text hidden]

Tue, Sep 17, 2019 at 1:22 PM

Richardson-Zadra, Carey A. (AQ) (FBI) <cazadra@fbi.gov>
To: Eric Padilla <epadilla@lasvegasnm.gov>

Afternoon Commander Padilla-

I just want to confirm our scheduled time next week to conduct your National Academy Background.

Please complete all forms listed below, you can turn them into me on Thursday September 26, 2019.

Please don't forget I will need to interview your chain of command and review both your IA and personnel files.

I hope to be up there by 10:00 AM.

Thanks

Carey

Carey Richardson-Zadra

Applicant/Training Coordinator

Albuquerque FBI

From: Eric Padilla [mailto:epadilla@lasvegasnm.gov]

Sent: Thursday, August 22, 2019 1:42 PM

To: Richardson-Zadra, Carey A. (AQ) (FBI) <cazadra@fbi.gov>

Subject: Re: FBI National Academy 279th Session

Good afternoon this is Awesome

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Eric Padilla <epadilla@lasvegasnm.gov>

To: "Richardson-Zadra, Carey A. (AQ) (FBI)" <cazadra@fbi.gov>

Tue, Sep 17, 2019 at 1:48 PM

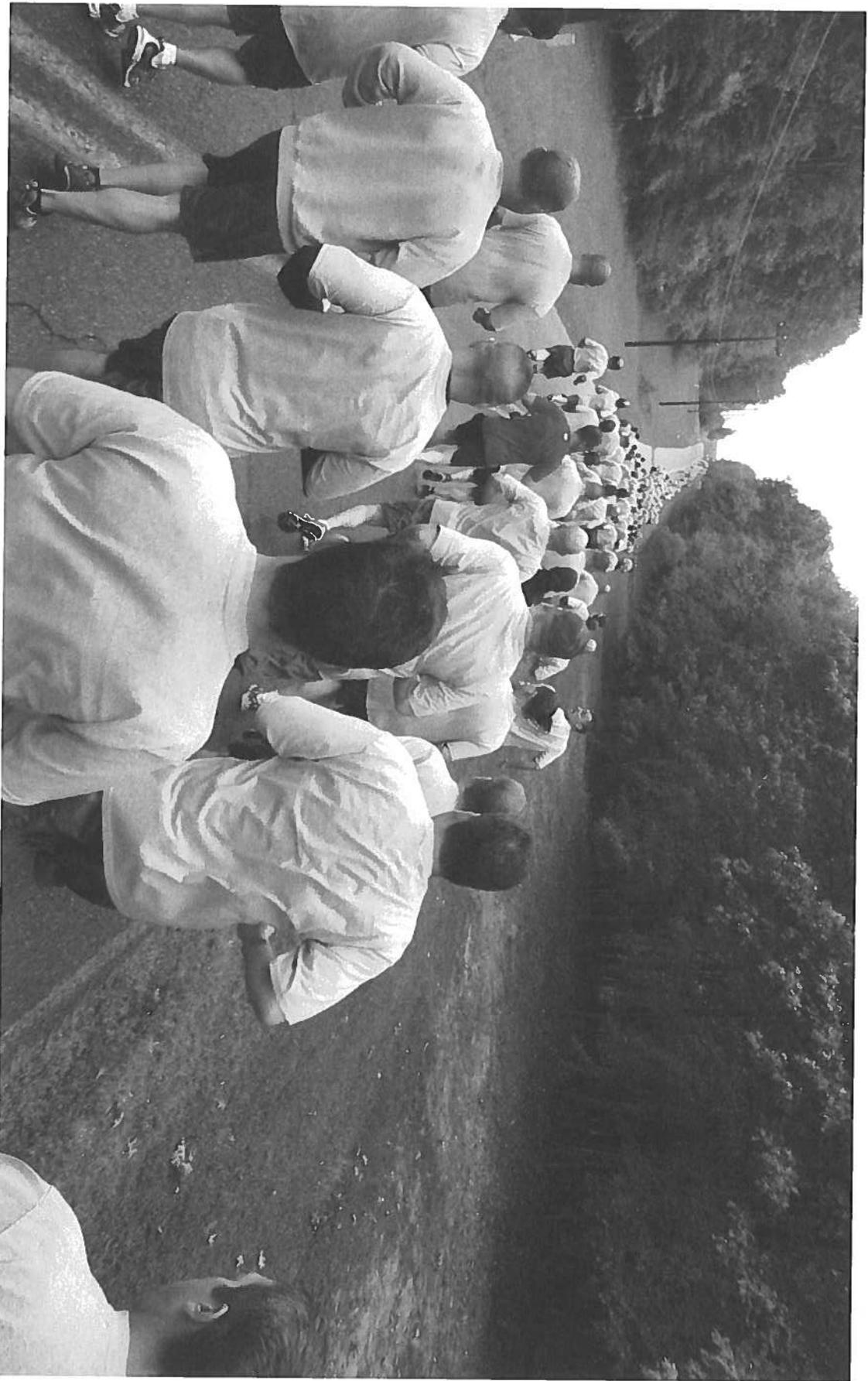
Good afternoon

We are still a go for next Thursday. I have informed my superiors and they will be available.

Thanks and have a great day.

[Quoted text hidden]

National Academy



The FBI National Academy is a professional course of study for U.S. and international law enforcement managers nominated by their agency heads because of demonstrated leadership qualities. The 10-week program—which provides coursework in intelligence theory, terrorism and terrorist mindsets, management science, law, behavioral science, law enforcement communication, and forensic science—serves to improve the administration of justice in police departments and agencies at home and abroad and to raise law enforcement standards, knowledge, and cooperation worldwide.

Overview

National Academy Candidates

Leaders and managers of state, local, county, tribal, military, federal, and international law enforcement agencies attend the FBI National Academy. Participation is by invitation only, through a nomination process. Participants are drawn from every U.S. state and territory and from international partner nations.

Course of Study

Sessions of approximately 220 officers take undergraduate and/or graduate courses at the FBI campus in Quantico, Virginia. Classes are offered in the following areas: law, behavioral science, forensic science, understanding terrorism/terrorist mindsets, leadership, communication, and health/fitness. Officers participate in a wide range of leadership and specialized training, where they share ideas, techniques, and experiences with each other, creating lifelong partnerships that transcend state and national borders.



Note: The most current National Academy orientation booklet can be obtained for incoming students by accessing the FBI National Academy Special Interest Group (SIG) on Law Enforcement Online (LEO), which is available through the Law Enforcement Enterprise Portal (LEEP).

The "Yellow Brick Road"

National Academy graduates fondly recall their experience on the "Yellow Brick Road." The final test of the fitness challenge, the Yellow Brick Road is a grueling 6.1-mile run through a hilly, wooded trail built by the Marines. Along the way, the participants must climb over walls, run through creeks, jump through simulated windows, scale rock faces with ropes, crawl under barbed wire in muddy water, maneuver across a cargo net, and more. When (and if) the students complete this difficult test, they receive an actual yellow brick to memorialize their achievement. The course came to be known as the "Yellow Brick Road" years ago, after the Marines placed yellow bricks at various spots to show runners the way through the wooded trail. The overall fitness challenge began at the National Academy in 1981 and has evolved over the years; we started awarding yellow bricks in 1988.

International Students

Virtually every day a law enforcement or security officer overseas runs down a lead or shares information that helps solve or support an FBI case in the United States. One vital way that we build the international partnerships needed to gain that assistance is through the FBI National Academy. This program gathers law enforcement leaders from around the world to learn and train together for 10 weeks, not only elevating levels of expertise but also building bonds of friendship that last for years.

The National Academy was launched in 1935 as the “Police Training School.” China, Canada, and Great Britain were among the first countries to send representatives in the late 1930s, but usually only a few officers per session. The number of international students began to rise in August 1962, when President Kennedy signed National Security Action Memorandum No. 177 to enhance the training of overseas officers in the United States. As a result, the FBI began accepting up to 20 international law enforcement executives in each National Academy session.

Today, each session usually includes between 27 and 30 international students, about 10 percent of each class. Thousands of international leaders from over 160 countries have graduated from the National Academy. As global crime and terror continue to mount—requiring ever deepening levels of international cooperation and expertise—the FBI continues to put a priority on offering and coordinating international training opportunities for its partners around the world.

Life After the National Academy

Following graduation, each officer has the opportunity to join the FBI National Academy Associates, Inc., a dynamic organization of more than 16,000 law enforcement professionals who actively work to continue developing higher levels of competency, cooperation, and integrity across the law enforcement community.

Brief History of the National Academy

The Academy began July 29, 1935. It was created in response to a 1930 study by the Wickersham Commission that recommended the standardization and professionalization of law enforcement departments across the U.S. through centralized training. With strong support from the International Association of Chiefs of Police and with the authority of Congress and the Department of Justice, the “FBI Police Training School” was born. Courses at that time included scientific aids in crime detection, preparation of reports, criminal investigation techniques, and administration and organization. With the advent of World War II, courses were added in espionage and sabotage.





Students on the range during a 1936 session of the FBI's National Academy.

NA Graduates Reflect on Value of Experience

Interstate Cooperation Solves Case of Runaways

Canton, Massachusetts, Police Chief Ken Berkowitz recounted receiving a report in 2006 of two young women who had run away from a secure facility in Canton. Knowing they were vulnerable and after receiving information that they were heading to New York City, Berkowitz contacted a New York Police Department's (NYPD) lieutenant detective he had met while attending the NA and asked him if the NYPD would dedicate resources to bringing the women back to Canton. Within eight hours, the two were safely returned to the facility. Berkowitz, convinced that the work and networking done at the NA is what found the women, said "Those girls were not found on the streets of New York City; those girls were found in the hallways of the National Academy."

International Assistance Leads to Apprehension of Fugitive from the U.S.

Lieutenant Larry Horak of the Margate, Florida, Police Department worked a case that involved a con man named Roger Miller fleeing the country after stealing millions of dollars from investors. "Our investigation established that Miller had fled to Thailand, but we were having trouble trying to locate him there," Horak said. "I thought I had a member of my NA class from the Royal Thai Police, so I sent him an e-mail with a description of Miller, and within 24 hours, I got a response saying 'We've located him—let us know what you'd like us to do.'" Horak was then able to initiate the extradition process to bring Miller back for prosecution. "For me," said Horak, "the NA was unprecedented in any leadership training I've received during my career."

Information from NA Class Provides Valuable Starting Point in Murder Investigation

Police Chief Bill Lane of the Horseshoe Bay, Texas, Police Department—a graduate of the 135th session of the NA—recounted how the instruction he received while attending the Academy was invaluable during a murder investigation. At the time Chief Lane attended the NA, he was assistant chief of the Hobbs, New Mexico, Police Department. In November 2005, the Hobbs Police Department was investigating the murder of a multimillionaire who was found dead at his lakeside mansion. During the search of the residence, evidence was discovered that indicated the victim had an internal defibrillator. Lane recalled something from one of his NA classes—how information from these defibrillators can sometimes be downloaded, helping to determine the time of death. The information was downloaded and provided a valuable starting point in the investigation, which was ultimately resolved with the assistance of other law enforcement agencies.

Interstate Collaboration Leads to Capture of Bank Robbery Suspect

A graduate of the 234th NA session—Police Chief Gerald R. Simpson of the Garden Township Police Department in Chester County, Pennsylvania—recalled that the opportunity to liaison with his NA classmates proved to be a valuable crime-fighting tool later on. At the time he was at the NA, Simpson was a lieutenant with the Newark, Delaware, Police Department. Six months after graduating from the Academy, a bank robbery occurred in his jurisdiction in which the suspect, during his escape, struck another vehicle which caused his own license plate to fall off the car. Police recovered the plate and discovered that the vehicle was a rental from a

company in Newburgh, New York. While still at the crime scene, Simpson contacted a National Academy classmate—Charlie Broe, at the time a lieutenant with the Newburgh Police Department in New York—and requested his assistance. The classmate was able to obtain the rental contact which led to the identification of the suspect. Within seven days, law enforcement authorities in New York had located and arrested him.

National Academy Nominating Process

Who Should Sign the Nomination

A commissioner, superintendent, or police chief; a sheriff or head of county police agency; the chief, superintendent, or executive officer of a state police or highway patrol organization.

Who Should Fill Out the Application

Officers with a minimum rank of lieutenant or the equivalent and who are approved by their respective field office.

Nominee Qualifications

- Be a regular, full-time officer of a duly-constituted law enforcement agency of a municipality, county, or state, having at least five years of substantial and continuous experience;
- Be at least 25 years old;
- Be in excellent physical condition, capable of strenuous exertion and regular participation in the use of firearms, physical training, and defensive tactics, which will be confirmed by a thorough physical examination (submitted when requested by the FBI) by a medical doctor of the nominee's choosing and at the nominee's expense;
- Possess an excellent character and enjoy a reputation for professional integrity;
- Exhibit an interest in law enforcement as a public service, a seriousness of purpose, qualities of leadership and enjoy the confidence and respect of fellow officers;
- Have a high school diploma or high school equivalency certificate;
- Agree to remain in law enforcement for a minimum of three years after graduating from the FBI National Academy.

Submitting a Nomination

Please contact your local FBI office training coordinator (<https://www.fbi.gov/contact-us/field-offices>) if you are interested in submitting a nomination or in learning more about the process.

International students are nominated by their host countries working through our legal attaché offices (<https://www.fbi.gov/contact-us/legal-attache-offices>).

External Links & Resources

- FBI National Academy Associates (<http://www.fbinna.org/>)
- Marine Corps Base Quantico Guide (http://www.mybaseguide.com/marines/72/mcb_quantico)



U.S. Department of Justice
Federal Bureau of Investigation

In Reply, Please Refer to
File No.

4200 Luecking Park Avenue, NE
Albuquerque, New Mexico 87107

October 10, 2019

Mr. David Bibb
Chief of Police
Las Vegas Police Department
318 Moreno Street
Las Vegas, New Mexico 87701

RECEIVED

OCT 17 2019

BY:

Dear Chief Bibb:

I am pleased to extend a formal invitation to Commander Eric Padilla to attend the FBI National Academy's 279th Session from 01/06/2020 through 03/13/2020. We look forward to having him attend and know this endeavor will prove invaluable for both our organizations.

Should Commander Padilla have any questions, please feel free to have him contact Special Agent Carey Richardson-Zadra, FBI Albuquerque Division's Training Coordinator, at 505-889-1370.

Again, congratulations to Commander Padilla on his acceptance into the FBI National Academy's 279th Session.

Sincerely,

James C. Langenberg
Special Agent in Charge

COPY

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/04/19

DEPT: Public Works

MEETING DATE: 11/20/19

ITEM/TOPIC: Reject request for bid 2020-03 for West National, Keen Street and Mountain View Drive due to bid being over budget.

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval to reject bid 2020-03 to Rocky Road Construction due to bid being over budget.*

BACKGROUND/RATIONALE: The City of Las Vegas had a Bid Opening on 10/30/19 for the Mountain View Ave., Keen St. and West National St. Reconstruction, in which the single contractors bid, was over budget.

Advertised: October 6, 2019 Las Vegas Optic, Albuquerque Journal and the City website.
Bid Opening: October 30, 2019
Number of Bidders: 1- \$901,565.00 excluding GRT.
Funding Source: MAP/COOP state grants, City of Las Vegas Proportional Match

STAFF RECOMMENDATION: Reject Bid # 2020/03

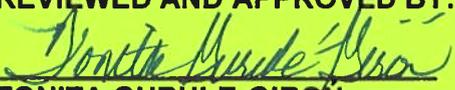
STAFF RECOMMENDATION: Approve Rejected Bid

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:


TONITA GURULE-GIRON
MAYOR


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)

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

Madam Mayor Tonita Gurulé-Girón

MEMORANDUM

TO: Ann Marie Gallegos, Interim City Manager
From: 
Daniel Gurule, Interim Public Works Director
DATE: November 04, 19
RE: Reject Bid 2020-03 MAP/COOP Grant Road Reconstruction Project

The City of Las Vegas Public Works Department would like to recommend the Rejection of Bid # 2020-03 due to the bid being over budget for Mountain View, West National, and Keen Street.

Bid being \$901,565.00 which is approximately \$250,000.00 over available funds.

Scope of work was to remove and replacement asphalt, curbs, sidewalks and miscellaneous road improvements, throughout this phase of these projects.

If you should have any questions please feel free to contact me at your convenience.

David Ulibarri
Councilor Ward 1

Vince Howell
Councilor Ward 2

Barbara Perea-Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4

MOLZEN CORBIN

November 8, 2019

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

RE: Information for Consideration of Award LVG173-12
Mountain View Dr., Keen St., and West National Ave. Phase I Improvements

Dear Mr. Gurule:

The City of Las Vegas received one (1) Bid on October 30, 2019 for the Mountain View Drive, Keen Street, and West National Avenue Phase I Improvements Project. A summary of the Bids received and the Engineer's Estimate is provided in the enclosed Bid Tabulation.

The Bid received from Rocky Road Gravel had errors on both Bid lots as the Bids received did not reflect the Addendum for this Project. The Bid amount for both Bid lots were 40% over the budgeted funds.

We understand that the Owner reserves the right to award or reject any Bid, as well as waive any technical irregularities in the Bids. We recommend rejecting the Bid and rebidding the Project.

Please call me at (505) 242-5700, if you have any questions or need additional information.

Sincerely,

MOLZEN CORBIN



Jonah Ruybalid, P.E.

JR:pel
Enclosure

Bid Tabulation
Mountain View Drive Improvements
City of Las Vegas

Bid Opening: October 30, 2019 at 2:00 p.m.

Item No.	Description	Unit	Qty	Engineer's Estimate		Rocky Road Gravel LLC	
				Unit Price	Amount	Unit Price	Amount
Bid Lot No. 1							
1	Remove and Dispose of Existing Subgrade	CY	1700	\$15.00	\$25,500.00	\$15.00	\$25,500.00
2	12-inch Subgrade Prep	SY	2900	\$3.75	\$9,425.00	\$7.00	\$20,300.00
3	Linear Grading	MILE	0.3	\$10,000.00	\$3,000.00	\$60,000.00	\$18,000.00
4	Provide and Install Base Course including compaction-6-inch	SY	2900	\$9.00	\$26,100.00	\$7.00	\$20,300.00
5	Tack Coat Material	TON	2	\$525.00	\$1,050.00	\$5,000.00	\$10,000.00
6	Prime Coat Material	TON	3	\$450.00	\$1,350.00	\$4,000.00	\$12,000.00
7	Pavement Surface Restoration Including Pulverization	SY	1425	\$3.50	\$4,987.50	\$15.00	\$21,375.00
8	HMA SP-III 3 inch	SY	1600	\$17.00	\$27,200.00	\$23.00	\$36,800.00
9	HMA SP-IV 1.5 inch	SY	1425	\$9.00	\$12,825.00	\$19.00	\$27,075.00
10	HMA SP-III 2.5 inch	SY	1425	\$14.00	\$19,950.00	\$22.00	\$31,350.00
11	Provide and Install 6"x18" Concrete Curb and Gutter upon direction from engineer	LF	1725	\$24.00	\$41,400.00	\$35.00	\$60,375.00
12	Provide and install 24" Culvert Pipe	LF	50	\$80.00	\$4,000.00	\$90.00	\$4,500.00
13	Removal of Structures and Obstructions	LS	1	\$750.00	\$750.00	\$10,000.00	\$10,000.00
14	Provide and Install Rip Rap Class A	CY	130	\$225.00	\$29,250.00	\$200.00	\$26,000.00
15	Provide and Install Filter Fabric beneath Rip Rap	SY	300	\$10.00	\$3,000.00	\$10.00	\$3,000.00
16	SWPPP Prep and Maintenance	LS	1	\$2,500.00	\$2,500.00	\$25,000.00	\$25,000.00
17	Video Taping	LS	1	\$750.00	\$750.00	\$3,000.00	\$3,000.00
18	Traffic Control Management	LS	1	\$9,000.00	\$9,000.00	\$19,800.00	\$19,800.00
19	Mobilization Insurance and Bonds	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
20	Demobilization, Closeout	LS	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
21	Adjust Valve Box to Grade	EA	2	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00
22	Panel Signs	SF	60	\$30.00	\$1,800.00	\$15.00	\$900.00
23	Steel Post and Base Post for Aluminum Panel Sign	LF	100	\$12.00	\$1,200.00	\$15.00	\$1,500.00
24	Retroreflectorized Pavement Marking 12" Wide	LF	52	\$6.00	\$312.00	\$45.00	\$2,340.00
25	Construction Staking by the Contractor	LS	1	\$3,000.00	\$3,000.00	\$19,000.00	\$19,000.00
26	Post Construction Plans	LS	1	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00
27	Laboratory Testing	ALLOW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
28	Pre-Authorized Construction Changes	ALLOW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
				Subtotal	\$259,849.50	*	\$432,615.00
				Gross Receipts Tax @ 8.3958%	\$21,816.44		\$36,321.49
				TOTAL	\$281,665.94		\$468,936.49

Bid Lot No. 2							
1	Remove and Dispose of Existing Subgrade	CY	650	\$16.00	\$10,400.00	\$15.00	\$9,750.00
2	12 inch Subgrade prep	SY	1250	\$4.00	\$5,000.00	\$7.00	\$8,750.00
3	Provide and Install Base Course including compaction-12-inch	SY	1250	\$19.00	\$23,750.00	\$7.00	\$8,750.00
4	Tack Coat Material	TON	4	\$525.00	\$2,100.00	\$2,000.00	\$8,000.00
5	Prime Coat Material	TON	3	\$500.00	\$1,500.00	\$4,000.00	\$12,000.00
6	Cold Milling 2 inch	SY	5550	\$6.00	\$33,300.00	\$3.00	\$16,650.00
7	Cold Milling 4 inch	SY	2150	\$10.00	\$21,500.00	\$6.00	\$12,900.00
8	Provide and install Geogrid where shown on plans as part of pavement section 1	SY	1250	\$5.00	\$6,250.00	\$12.00	\$15,000.00
9	HMA SP-IV 2 inch	SY	5550	\$13.00	\$66,600.00	\$22.00	\$122,100.00
10	HMA SP-IV 1.5 inch	SY	2150	\$9.00	\$19,350.00	\$19.00	\$40,850.00
11	HMA SP-III 2.5 inch	SY	2150	\$14.00	\$30,100.00	\$24.00	\$51,600.00
12	Provide and Install 6"x24" Concrete Valley Gutter	LF	110	\$78.00	\$8,580.00	\$45.00	\$4,950.00
13	Provide and Install 6"x24" Concrete Curb and Gutter upon direction from engineer	LF	100	\$26.00	\$2,600.00	\$50.00	\$5,000.00
14	Remove and Dispose of Existing Curb and Gutter upon direction from engineer	LF	100	\$15.00	\$1,500.00	\$10.00	\$1,000.00
15	Removal of Structures and Obstructions (remove and dispose of sign and base posts)	LS	1	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
16	SWPPP Prep and Maintenance	LS	1	\$2,500.00	\$2,500.00	\$15,800.00	\$15,800.00
17	Video Taping	LS	1	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
18	Traffic Control Management	LS	1	\$15,000.00	\$15,000.00	\$19,000.00	\$19,000.00
19	Mobilization Insurance and Bonds	LS	1	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
20	Demobilization and Closeout	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
21	Manhole Adjustment, Complete	EA	7	\$750.00	\$5,250.00	\$1,000.00	\$7,000.00
22	Adjust Valve Box to Grade	EA	11	\$500.00	\$5,500.00	\$750.00	\$8,250.00
23	Panel Signs	SF	140	\$24.00	\$3,360.00	\$15.00	\$2,100.00
24	Steel Post and Base Post for Aluminum Panel Sign	LF	138	\$10.00	\$1,380.00	\$6.00	\$828.00
25	Retroreflectorized Markings 4" white	LF	4340	\$0.60	\$2,604.00	\$300.00	\$1,302,000.00
26	Retroreflectorized Markings 4" Yellow	LF	4340	\$0.60	\$2,604.00	\$2.50	\$10,850.00
27	Retroreflectorized Pavement Marking 24" Wide	LF	380	\$8.50	\$3,230.00	\$2,000.00	\$760,000.00
28	Construction Staking by the Contractor	LS	1	\$3,500.00	\$3,500.00	\$21,000.00	\$21,000.00
29	Post Construction Plans	LS	1	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00
30	Laboratory Testing	ALLOW	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
31	Pre-Authorized Construction Changes	ALLOW	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
				Subtotal	\$322,958.00	*	\$2,519,728.00
				Gross Receipts Tax @ 8.3958%	\$27,114.91		\$311,551.31
				TOTAL	\$350,072.91		\$2,731,279.31

TOTAL BID AMOUNT LOTS 1 AND 2 (Exclusive of New Mexico Gross Receipts Tax) \$582,807.50* \$2,952,343.00

For Ranking Purpose: Resident Contractor Pref. (5%):	Na
For Ranking Purpose: Resident Veteran Contractor Pref. (10%):	Na
BID AMOUNT RANKING AFTER PREFERENCE:	#1

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an (*)


Jonah Ruybalid, P.E. 11-5-19
Date

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 30-Oct-2019

OPENING NO.: 2020-03

TIME: 2:00 PM

DEPARTMENT: **PUBLIC WORKS**

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

ITEM(S): **MOUNTAIN VIEW DRIVE IMPROVEMENTS
AND KEEN ST & WEST NATIONAL AVENUE
RECONSTRUCTION**

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 <u>Rocky Road Gravel LLC</u>	<u>LOT 1 432,115.00</u>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<u>LOT 2 469,480.00</u>				
2	<u>TOTAL 901,595.00</u>				
3					
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 <u>Daniel Gravel</u>	<u>City of Las Vegas</u>
2 <u>Paul</u>	<u>CLV Purchasing</u>
3 <u>A. [unclear]</u>	<u>CLV INVENTORY</u>
4 <u>[unclear]</u>	<u>City of Las Vegas</u>
5 <u>[unclear]</u>	<u>Rocky Road Gravel</u>
6 <u>[unclear]</u>	<u>Malzen Corbin</u>
7	
8	
9	
10	

(use other side of form when full)
ORIGINALS TAKEN BY CITY CLERK:
[Signature]
DATE: 10/30/19
COPIES TAKEN BY DEPT:
[Signature]
DATE: 10-30-19

OPENED BY: FINANCE DEPARTMENT
[Signature]
DATE: 10/30/2019

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Oct 30, 2019, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices: ON THE FOLLOWING:

Mountain View Drive Improvements and Keen St. and West National Ave. Reconstruction

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the following location: City Clerk's Office at 1700 North Grand Avenue Las Vegas, NM 87701 or www.lasvegasnm.gov

Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Mountain View Drive Improvements and Keen St. and West National Ave. Reconstruction, Opening No. 2020-03; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS.

Ann Marie Gallegos

ANN MARIE GALLEGOS, INTERIM CITY MANAGER

Esther Garduno Montoya

ESTHER GARDUNO MONTOYA, CITY ATTORNEY

Casandra Fresquez
CASANDRA FRESQUEZ, CITY CLERK

Tana Vega
TANA VEGA, INTERIM FINANCE DIRECTOR

Helena Vigil
HELENA VIGIL, PURCHASING OFFICER

2019
2:00 PM
AV

Opening No. 2020-03

Date Issued: 9/25/2019

Published: LAS VEGAS OPTIC
ALBUQUERQUE JOURNAL
www.lasvegasnm.gov

Oct 6, 2019
Oct 6, 2019
Oct 6, 2019

BIDDER INFORMATION

OFFEROR: Rocky Road Gravel and Well Drilling LLC

AUTHORIZED AGENT: Oren Mathews

ADDRESS: P.O. Box 1405 - Las Vegas N.M 87701

TELEPHONE NUMBER (505) 425-6051

FAX NUMBER (505) 454-9877

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: #82303

BID ITEM (S): Mountain View Drive Improvements and Keen St. and West National Ave. Reconstruction

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

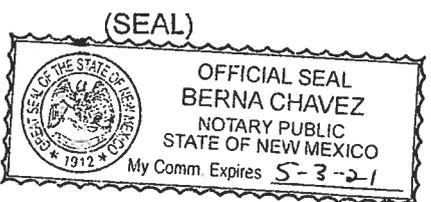
STATE OF New Mexico }

COUNTY OF San Miguel } ss

I, Oren Mathews of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

Subscribed and sworn to before me, this 29 day of October, 2019.



Berna Chavez
Notary Public Signature

My Commission Expires: May 3, 2021

order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership they then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-034-1087
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03-171717-009

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a bid or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive bid.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Name of Applicable Public Official: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s) _____
Nature of Contribution(s) _____
Purpose of Contribution(s) _____
(The above fields are unlimited in size) _____

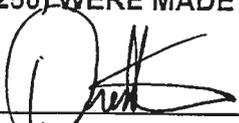
Signature

Date

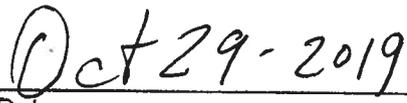
Title (position)

-OR-

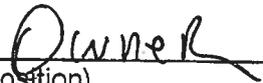
NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



Signature



Date



Title (Position)

BID FORM

PROJECT IDENTIFICATION: Mountain View Drive, Keen Street, and West National Avenue Phase 1 Improvements

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>0</u>	<u>0</u>
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): Oren Matthews

By: Oren Mathews
(Individual's signature)

Doing business as: Rocky Road Gravel Products LLC

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address Rocky Road Gravel Las Vegas N.M
87701 P.O. Box 1405

Phone No. 505-425-6051 Fax No. 505-454-9877

E-mail rrgravel84@gmail.com

SUBMITTED on Oct 30, 2019.

9.02 Contractor License Information:

New Mexico Contractor's License Number

82303

License Classifications

mm99 - GAO - GF08 - GF09 - mm02 - mm03 - GB98

New Mexico Department of Workforce Solutions Registration Number

002537920120928

Federal Identification Number (FEIN #)

85-034-1087

ARTICLE 10 – PREFERENCES

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference?

no

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference?

no

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category _____
Estimated Value of Work _____
Subcontractor's Name _____
Business Address _____

Phone Number _____
E-mail Address _____
Federal Identification No. (FEIN #) _____
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

_____ Date: _____

Duplicate, complete, and submit additional sheets as required.

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):

Item No.	NMDOT Spec No.	Description	Unit	Est. Qty.	Unit Price	Amount
Bid Lot 1 –COOP (L400397, L400446) Keen Street (Grant to W. National) W. National (Keen to Romero)						
1	206000	Remove and Dispose of Existing Subgrade	CY	1700	\$ 15 ⁰⁰	\$ 25500 ⁰⁰
2	207000	12-inch Subgrade prep	SY	2900	\$ 7 ⁰⁰	\$ 20300 ⁰⁰
3	208000	Linear Grading	MILE	0.3	\$ 60,000	\$ 18000 ⁰⁰
4	303010	Provide and Install Base Course including Compaction 6-inch	SY	2900	\$ 7 ⁰⁰	\$ 20300 ⁰⁰
5	407000	Tack Coat Material	TON	2	\$ 5000	\$ 10000 ⁰⁰
6	408100	Prime Coat Material	TON	3	\$ 4000	\$ 12000 ⁰⁰
7	415000	Pavement Surface Restoration including Pulverization	SY	1425	\$ 15 ⁰⁰	\$ 21375 ⁰⁰
8	423282	HMA SP-III 3-inch	SY	1600	\$ 23 ⁰⁰	\$ 36800 ⁰⁰
9	423282	HMA SP-IV 1.5 inch	SY	1425	\$ 19 ⁰⁰	\$ 27075 ⁰⁰
10	423282	HMA SP-III 2.5-inch	SY	1425	\$ 22 ⁰⁰	\$ 31350 ⁰⁰
11	570000	Provide and Install 6-inch x 18-inch Concrete Curb and Gutter upon direction from Engineer	LF	1725	\$ 35 ⁰⁰	\$ 60375 ⁰⁰
12		Provide and install 24-inch Culvert Pipe	LF	50	\$ 90 ⁰⁰	\$ 4500 ⁰⁰
13	601000	Removal of Structures and Obstructions	LS	1	\$ 10,000	\$ 10000
14	602000	Provide and Install Rip Rap Class A	CY	130	\$ 200	\$ 26000 ⁰⁰
15		Provide and Install Filter Fabric beneath Rip Rap	SY	300	\$ 10 ⁰⁰	\$ 3000 ⁰⁰

16	603281	SWPPP Prep and Maintenance	LS	1	\$ 25000	\$ 25,000
17	617000	Video Taping	LS	1	\$ 3000	\$ 3000
18	618000	Traffic Control Management	LS	1	\$ 19,800	\$ 19800
Item No.	NMDOT Spec No.	Description	Unit	Est. Qty.	Unit Price	Amount
19	621000	Mobilization Insurance and Bonds	LS	1	\$ 18000	\$ 18000
20	621000	Demobilization, Closeout	LS	1	\$ 500	\$ 500
21	663855	Adjust Valve Box to Grade	EA	2	\$ 1000	\$ 2000
22	701000	Panel Signs	SF	60	\$ 15	\$ 900
23	701100	Steel Post and Base Post for Aluminum Panel Sign	LF	100	\$ 15	\$ 1500
24	704763	Retroreflectorized Pavement Marking 12-inch wide	LF	52	\$ 45	\$ 2340
25	801000	Construction Staking by the Contractor	LS	1	\$ 19000	\$ 19000
26	802000	Post Construction Plans	LS	1	\$ 3500	\$ 3500
27		Laboratory Testing	ALLOW	1	\$ 5,000.00	\$ 5,000.00
28		Pre-Authorized Construction Changes	ALLOW	1	\$ 5,000.00	\$ 5,000.00

Total bid lot 1 - amount (Exclusive of New Mexico Gross Receipts Tax) \$ 432115⁰⁰

Item No.	NMDOT Spec No.	Description	Unit	Est. Qty.	Unit Price	Amount
Bid Lot 2 - MAP (L400321, L400474) Mountain View Drive (Grand Avenue to East Drive)						
1	206000	Remove and Dispose of Existing Subgrade	CY	650	\$ 15	\$ 9750
2	207000	12-inch Subgrade prep	SY	1250	\$ 7	\$ 8750
3	303010	Provide and Install Base Course including compaction - 12-inch	SY	1250	\$ 7	\$ 8750
4	407000	Tack Coat Material	TON	4	\$ 2000	\$ 8000
5	408100	Prime Coat Material	TON	3	\$ 4000	\$ 12000
6	414130	Cold Milling 2-inch	SY	5550	\$ 3	\$ 16650
7	414130	Cold Milling 4-inch	SY	2150	\$ 6	\$ 12900
8		Provide and install Geogrid where shown on plans as part of Pavement Section 1	SY	1250	\$ 12	\$ 15000
9	423282	HMA SP-IV 2-inch	SY	5550	\$ 22	\$ 122100
10	423282	HMA SP-IV 1.5 inch	SY	2150	\$ 19	\$ 40850
11	423282	HMA SP-III 2.5-inch	SY	2150	\$ 24	\$ 51600
12	570000	Provide and Install 6-inch x 24-inch Concrete Valley Gutter	LF	110	\$ 45	\$ 4950
13	570000	Provide and Install 6-inch x 24-inch Concrete Curb and Gutter upon direction from Engineer	LF	100	\$ 50	\$ 5000

14		Remove and Dispose of Existing Curb and Gutter upon direction from Engineer	LF	100	\$ 10 ⁰⁰	\$ 1000 ⁰⁰
15	601000	Removal of Structures and Obstructions (remove and dispose of sign and base posts)	LS	1	\$ 2500 ⁰⁰	\$ 2500 ⁰⁰
Item No.	NMDOT Spec No.	Description	Unit	Est. Qty.	Unit Price	Amount
16	603281	SWPPP Prep and Maintenance	LS	1	\$ 15900 ⁰⁰	\$ 15900 ⁰⁰
17	617000	Video Taping	LS	1	\$ 3000 ⁰⁰	\$ 3000 ⁰⁰
18	618000	Traffic Control Management	LS	1	\$ 19000	\$ 19000 ⁰⁰
19	621000	Mobilization Insurance and Bonds	LS	1	\$ 15800	\$ 15800 ⁰⁰
20	621000	Demobilization and Closeout	LS	1	\$ 500 ⁰⁰	\$ 500 ⁰⁰
21	662400	Manhole Adjustment, Complete	EA	7	\$ 1000 ⁰⁰	\$ 7000 ⁰⁰
22	663855	Adjust Valve Box to Grade	EA	11	\$ 750 ⁰⁰	\$ 8250 ⁰⁰
23	701000	Panel Signs	SF	140	\$ 15 ⁰⁰	\$ 2100 ⁰⁰
24	701100	Steel Post and Base Post for Aluminum Panel Sign	LF	3200	\$ 6 ⁰⁰	\$ 19200 ⁰⁰
25	704000	Retroreflectorized Markings 4-inch White	LF	3	\$ 300 ⁰⁰	\$ 900 ⁰⁰
26	704000	Retroreflectorized Markings 4-inch Yellow	LF	3200	\$ 2 ⁰⁰	\$ 8000 ⁰⁰
27	704763	Retroreflectorized Pavement Marking 24-inch wide	LF	1	\$ 2000	\$ 2000 ⁰⁰
28	801000	Construction Staking by the Contractor	LS	400	\$ 21000 ⁰⁰	\$ 21000 ⁰⁰
29	802000	Post Construction Plans	LS	4	\$ 4500 ⁰⁰	\$ 4500 ⁰⁰
30		Laboratory Testing	ALLOW	1	\$ 7,500.00	\$ 7,500.00
331		Pre-Authorized Construction Changes	ALLOW	1	\$ 15,000.00	\$ 15,000.00

Total bid lot 2 – amount (Exclusive of New Mexico Gross Receipts Tax)
TOTAL BID AMOUNT-LOTS 1 AND 2 – (Exclusive of New Mexico Gross Receipts Tax)

\$ 469450⁰⁰
 \$ 901565⁰⁰

Contract will be awarded based on the Total Bid Amount which includes the sum of Bid Lots 1 and 2 exclusive of New Mexico Gross Receipts Tax. 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.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Rocky Road Gravel Products, LLC
PO Box 1405
Las Vegas, NM 87701

SURETY (Name, and Address of Principal Place of Business): Argonaut Insurance Company
c/o CMGIA - 20335 Ventura Blvd., Ste. 426
Woodland Hills, CA 91364

OWNER (Name and Address): City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701

BID

Bid Due Date:

Description (Project Name— Include Location):

Roadway Improvements for Keen St. between Grant St. and West National Avenue to include paving, base course, and subgrade preparation; West National Ave. between Keen St. and Montezuma Ave. to include paving, base course, and subgrade preparation and curb and gutter; Mountain View Dr., east of Vegas Dr. to include paving, base course, and subgrade preparation

BOND

Bond Number: CMGB0006000

Date: October 28, 2019

Penal sum Five Percent of their Greatest Amount Bid \$ 5% of their G.A.B.

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Rocky Road Gravel Products, LLC (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Oren Matthews

Print Name

Owner

Title

Attest:

Signature

Title

Office Manager

SURETY

Argonaut Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Gabriella Grady

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title Elizabeth Santos, Underwriter

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

Bond No.: CMGB0006000

Premium: \$0.00

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Latanya Taylor, Stagey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

[Handwritten signature]

by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Mueks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 28th day of October, 2019.



James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

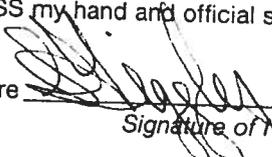
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On OCT 28 2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared GABRIELLA GRADY
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: November 12, 2019 DEPT: Community Development Department
MEETING DATE: November 20, 2019

ITEM/TOPIC: Resolution 19-55 for Administrative and Financial Support adopting and approving \$48,000 of required matching funds for the FY 2019 New Mexico Main Street (NMMS) Capital Outlay Public Infrastructure funding for the "Great Blocks on MainStreet: Railroad Avenue Phase II Construction Project 'matching requirement".

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval* to adopt Resolution 19-55 for Administrative and Financial Support including a \$48,000 cash match for the FY 2019 New Mexico MainStreet (NMMS) Capital Outlay Public Infrastructure funding for the "Great Blocks on MainStreet: Railroad Avenue Phase II Grant Application.

BACKGROUND/RATIONALE: The City of Las Vegas in collaboration with Main Street de Las Vegas submitted a grant application request, written and prepared by Michael Peranteau in the amount of \$400,000 for Capital Outlay funding for the Great Blocks project in the railroad district. NMMS requires a \$48,000 match.

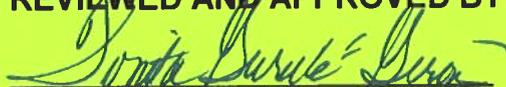
STAFF RECOMMENDATION: Approve adoption of Resolution 19-55 for administrative and financial support for the grant application for Capital Outlay funding.

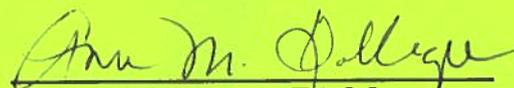
COMMITTEE RECOMMENDATION:

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:


TONITA GURULÉ-GIRON
MAYOR


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)

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

City of Las Vegas, NM

Resolution N. 19-55

A Resolution of Administrative and Financial Support adopting and approving a \$48,000 required matching funds for the FY 2019 New Mexico MainStreet (NMMS) Capital Outlay Public Infrastructure funding for the “Great Blocks on MainStreet: Railroad Avenue Phase II Construction Project “matching requirement” as part of the grant application.

ADOPTING THE FY 2019 “GREAT BLOCKS ON MAINSTREET: RAILROAD AVENUE PHASE II CONSTRUCTION PROJECT” GRANT APPLICATION AND MATCH REQUIREMENT.

WHEREAS, the funding for this project is made available through NM MainStreet Public Infrastructure by the sale of Severance Tax Bonds approved by the Economic Development Department; and

WHEREAS, capital improvements are an effective tool for communities to achieve necessary project development and the Railroad District is listed in the recently adopted Metropolitan Redevelopment Act Plan otherwise known as the Downtown Action Plan as an important catalytic development area; and

WHEREAS, the City of Las Vegas and Main Street de Las Vegas (MSLV) are committed to collaborating on the construction ready Great Blocks Project in the Railroad District; and

WHEREAS, the City’s partner, MSLV is working diligently to assist and secure the “cash match” portion of the match requirement by New Mexico MainStreet on behalf of the City in the amount of \$48,000; and

WHEREAS, the City of Las Vegas is committed to providing a match of funds in the amount of \$48,000 and in-kind services if MSDLV is unable to secure matching funds.

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

1. The City of Las Vegas has accepted the match requirement of \$48,000 for the “Great Blocks” project and is committed to providing match funds up to, and in the amount of \$48,000 cash or less and in-kind if MSLV cannot secure the total matching funds; and
2. The New Mexico MainStreet Public Infrastructure Grant Monitor, upon receipt of Resolution 19-55, will consider the grant application as a final submission of the grant application.

PASSED, APPROVED AND ADOPTED THIS _____ day of November, 2019

CITY OF LAS VEGAS

Mayor Tonita Gurulé-Girón
(Seal)

ATTEST:

Casandra Fresquez, City Clerk

Esther Garduño-Montoya, City Attorney
(for legal sufficiency only)



Revitalizing with Capital Outlay
Great Blocks Phase 2 Improvements



The recently renovated Castaneda Hotel



The soon to be finished Rawlins Building

MainStreet de Las Vegas received a \$150,000 Capital Outlay grant from New Mexico Mainstreet in 2018 and a planning grant for \$70,000 in 2016, for which we are very grateful. To get started on the Great Blocks Project in our city, we are putting that money to good use to build the “front door” to the project on Lincoln Street and Grand Avenue. This construction project would complete two of the corners of our project and set the stage for an Event Street along Lincoln, which is our eventual goal. It would do this by positioning us with two pedestrian friendly intersections, one at each end of Lincoln, and the newest intersection would act as the gateway to the Train Station and the newly renovated Castaneda Hotel. The Lincoln and Railroad upgrades would also include drainage improvements at the intersection, which are substandard and as you may remember, our offices in the depot flooded because of this a few years ago. Constructing the Railroad/Lincoln intersection would also allow us to easily fill in the space between by completing the Event Street as the next phase, which would then allow us to hold events like markets and street fairs and transform the district in immeasurable ways. Lastly, if we built both the Phase 1 and Phase 2 intersections at the same time, we would have economies of scale and get better, more cost-effective bids.

Phase 2 Construction Application

MainStreet de Las Vegas (MSLV), in partnership with the City of Las Vegas, requests \$400,000 in New Mexico Main Street (NMMS) Public Infrastructure Phase 2 Funding for leveraging economic redevelopment in the historic Railroad District of Las Vegas, New Mexico. These funds will be matched by \$110,000: \$66,000 cash match from the City of Las Vegas and \$44,000 in in-kind matches. A \$5,000 Grant from Southwest

Capital Bank was received so far for Phase 1. Matching grant requests are being submitted to PNM, San Miguel County, individuals, among other sources.

Phase 2 of the Las Vegas Great Blocks project will elegantly bookend East Lincoln Street from Grand Avenue to Railroad Avenue and set the stage for the east Lincoln Event Street, which will be a raised street section with an at grade curb and other amenities that can be used for farmers and crafts markets and other special events.

Phase 2 will comprise re-construction of the intersection of East Lincoln with Railroad Avenue. It will include well-crafted pedestrian and vehicular improvements at the intersection with safer pedestrian crossings, sidewalks, improved drainage for the street (which will also provide better conditions for pedestrians when it rains), and the addition of shade trees and landscaping. The street section of the intersection will also be reconstructed with new striping and crosswalks. Lastly, the project will include gateway signage for the district, and some site furnishings including lighting and benches. The resulting safe and vibrant beginning point for the eventual streetscape will provide a more prominent and safer link to the Railroad District for residents and visitors and it will offer increased economic development opportunities and retain the historic railroad character of the area. Phase 2 improvements will also add to the current resurgence in the City's historic Railroad District begun by the rehabilitation of the railroad depot building, and more recently, the remodel of the Castaneda Hotel.

Phase 1 and Phase 2 construction projects address MSLV's 2020 ETS: "1. Continue to Revitalize the Historic Railroad District." Improving the Railroad District will bring private investment to vacant buildings providing jobs, apartments, event venues and strengthen the vitality of the district for residents and visitors.



Conceptual drawing of completed Lincoln Street/Phase 1

Phase 1 Improvements

The **Phase I** improvements, funded in large part by a \$150,000 NMMS Capital Outlay Grant at the end of 2018, covers Lincoln Avenue from Grand Avenue to the Train Depot. Historic properties include the Buena Vida Building, Wells Fargo Building, Larson Building, Roughrider Antiques Building, and several other contributing and non-historic older buildings. A Map of the historic Railroad District is attached. Needed

Phase I improvements include (a) bump-outs at the Grand Avenue entrance to the Railroad District on Lincoln, and (b) an over-arching art piece that will span Lincoln Avenue and define the District, the design of which will be selected through a process run by the Las Vegas Arts Council. Discussion continues whether to install (c) electricity for one block from Grand to Railroad so that (d) period light poles can be installed. Or whether to install (e) movable gates and (f) landscaping.

By making visible improvements to the District at Grand Avenue, the project will divert some of the 12,000 cars that travel Grand Avenue daily and thereby increase market for existing and new businesses in the District. Since the City Visitor Information Center is in the Train Depot where Lincoln dead ends, any visitor entering the District can get specific information to encourage a longer stay and more activities and opportunities in Las Vegas. Recently a permanent, full-time position was hired for the Visitor Information Center.

Castaneda Hotel/ Rawlins Bldg./Wells Fargo Bldg./Buena Vida

The anchor for the Railroad District's revitalization continues to be the Castaneda Hotel & Bar Castaneda, that just completed a \$5 million renovation that brings restaurant and overnight regional and national guests off I-25 and as well as Las Vegas proper residents. Bar Castaneda sales to date have far exceeded expectations as well as any projections and the 13 current rooms are booked out over six months. There has also been renovations of other historic structures for commercial use in the Railroad District including: Buena Vida Physical Therapy and Wellness, a business that renovated and restored the historic building at 601 East Lincoln and currently provides 15-20 jobs; the historic Wells Fargo Building at 615 East Lincoln that now has 4 apartments upstairs and a medical marijuana shop downstairs that employs 10 people; and Rough Rider Antiques, an antique cooperative at the corner of East Lincoln and Railroad Avenue. In addition, Tom and Tina Clayton have almost completed their restoration of the Rawlins Building (the original Harvey Girls dormitory) at 527 Railroad Avenue, apartment walls are up and the downstairs retail spaces are at the finishing point. Also, Margaret Gorman has renovated 523 Railroad Avenue into 3 apartments and a retail space. This is major start towards revitalization in the district and Capital Outlay investment in visible public improvements will encourage other building owners and businesses to join this ongoing renaissance.

B3 BBQ & Brewery is moving into the Old Fred's Lumber Building at 400 Grand Avenue



Fred's Lumber Building, 400 Grand, Future home of B3 BBQ & Brewery

The newest entrepreneurs to join in the Railroad District revitalization are Brian and Darcy McGill, the owners of B3 BBQ, originally located on Bridge Street. After a major renovation, B3 will occupy Fred's Lumber Store at 400 Grand Avenue at the entrance to the Railroad District. B3 is incorporating a brewery, which will be the only brewery in Las Vegas, and the plan is to open in January 2020. They will employ about 10-12 people.

Great Blocks: The Historic Railroad District

MSLV has supported Railroad District development for several years. This 87-building area is the most blighted historic downtown district in Las Vegas, but it has great potential for revitalization, private property improvements, business creation, creative start-ups, and employment opportunities. In recent years PNM grants were used to paint building facades and fill in vacant lots with plantings. CLG grants were used to complete initial planning for the Rawlins Building and Castaneda Hotel, which resulted in \$600,000 of historic tax credits for the Castaneda Hotel project, a crucial component of that project's financing. Also, and most importantly, MSLV completed Great Blocks planning, the basis for this application, with a \$70,000 2016 NMMS planning grant.

MainStreet uses many hooks to encourage Railroad District building owners to upgrade and to encourage new and existing businesses to locate in the Railroad District.

Castaneda under the Stars II, MainStreet's annual fundraiser has evolved into a marketing tool for current economic development efforts. The 2019 fundraiser which had 250 guests, just concluded on 9/21, was sold out through social media. MainStreet has experienced success with social media promotion, primarily with Facebook, and currently has 2260 followers.

But the best hook is still one-to-one. With consultant assistance from New Mexico MainStreet and their USDA grant, MSLV completed an inventory of the Historic Railroad District (included) in 2016. In 2019 MSLV brought in Rhea Serna, a Community Revitalization Specialist, to present a workshop on the Las Vegas' Empty Building Ordinance. MSLV also brought in Kenneth Franco from Surroundings to involve the Las Vegas residents in the wayfinding process. Ultimately the residents of Las Vegas voted on the final design. In 2020 MSLV will bring back Rhea Serna to meet with individual property owners in the Railroad District.

The City of Las Vegas will partner in this application and resultant program. See attached Letter of Support from Mayor Tonita Gurule-Giron. The City of Las Vegas and MainStreet often partner on improvement projects. Currently MSLV is completing a \$70,000 wayfinding project with the City of Las Vegas working with Surroundings out of Santa Fe. MSLV has also recently completed a pocket park, Dalton Park, at the entrance to MSLV's Great Blocks Project to house the Las Vegas Memory Wall, an elaborate placemaking project funded with a New Mexico Gas Company Grant through NMMS.



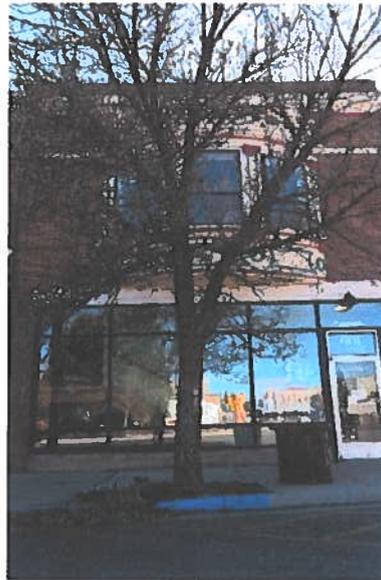
Dalton "Pocket" Park at Grand & Lincoln, site of Las Vegas Memory Wall

Great Blocks & the City of Las Vegas

The Great Blocks project is in the City's ICIP 2019 top 10. The Great Blocks project is also ranked number 3 in the MRA plan adopted by the City in August 2018. Facilitating the economic vitality of the Railroad District is the first and second of MainStreet's deliverables in its FY19-20 contract with the City. As part of this effort MSLV hosted a community workshop with Rhea Serna from NMMS on the City's Vacant Building Ordinance in May and will host a follow-up workshop focusing on the Railroad District this winter.



Wells Fargo Building, c. 1880, 615 Lincoln



Buena Vida, c. 1880, 625 Lincoln

Submitted with this request is the budget for the full Railroad District Great Blocks Project. The Great Blocks strategy for the Railroad District revitalization is to meet or exceed the requirements of the Historic Preservation Division and "Dark Skies" lighting requirements and utilize appropriate water-wise landscaping. 10/30/2019

The mission of MainStreet de Las Vegas is to unify the historic commercial corridor and engender pride in the community while promoting economic development and preserving historical, cultural, architectural and natural resources through partnerships and community collaboration.

City of Las Vegas

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



October 28, 2019
Madam Mayor Tonita Gurulé-Girón

Daniel Gutierrez Director,
New Mexico MainStreet
New Mexico Economic Development Department

Dear Mr. Gutierrez:

On behalf of the City of Las Vegas, we are happy to be part of this New Mexico Main Street Capital Outlay request being made by Main Street de Las Vegas (MSLV) and the City of Las Vegas. This portion of the full Railroad District Great Blocks construction-ready plans was produced by an earlier grant from NMMS with Main Street de Las Vegas/City of Las Vegas in a cooperative effort. Phase I and Phase 2 cover the entryway project and would be on Lincoln from Grand to Railroad as well as the corner of Lincoln and Railroad Avenue.

If a grant is funded, we understand that the City's responsibility would include accepting the funds, fiscal management, coordination of RFP's and contracting, and compliance with all applicable legal requirements. If this project is funded, we understand that MSLV will act as auxiliary staff for the City, especially in public awareness. This request for matching funds will be on the agenda for review and approval/denial by the Governing Body on November 20, 2019 and a proposed Resolution.

The public improvements constructed for the Las Vegas Great Blocks on MainStreet project will catalyze private owners of vacant buildings to rehabilitate their buildings to house new businesses, stimulate owners of buildings with existing businesses to make improvements to their locations, propel existing businesses to expand, and boost sales for other businesses in the district.

We also understand that this Capital Outlay grant money is only available to MainStreet communities, and there can only be one application per community. We are very excited about the possibility of beginning the Great Blocks project and we greatly appreciate New Mexico MainStreet's consideration of our joint application

Sincerely,

Ann Marie Galleges, Interim City Manager
City of Las Vegas, NM

David Ulibarri
Councilor Ward 1

Vince Howell
Councilor Ward 2

Barbara Perea-Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4



121. TULEWAS AVE SUITE 3100
 FARMINGTON, NM 87401
 PHONE: 505-822-8200
 FAX: 505-822-8200
 E-MAIL: info@sites.com
 WWW: www.sites.com

PLANNING
 LANDSCAPE ARCHITECTURE
 MARKET ANALYSIS



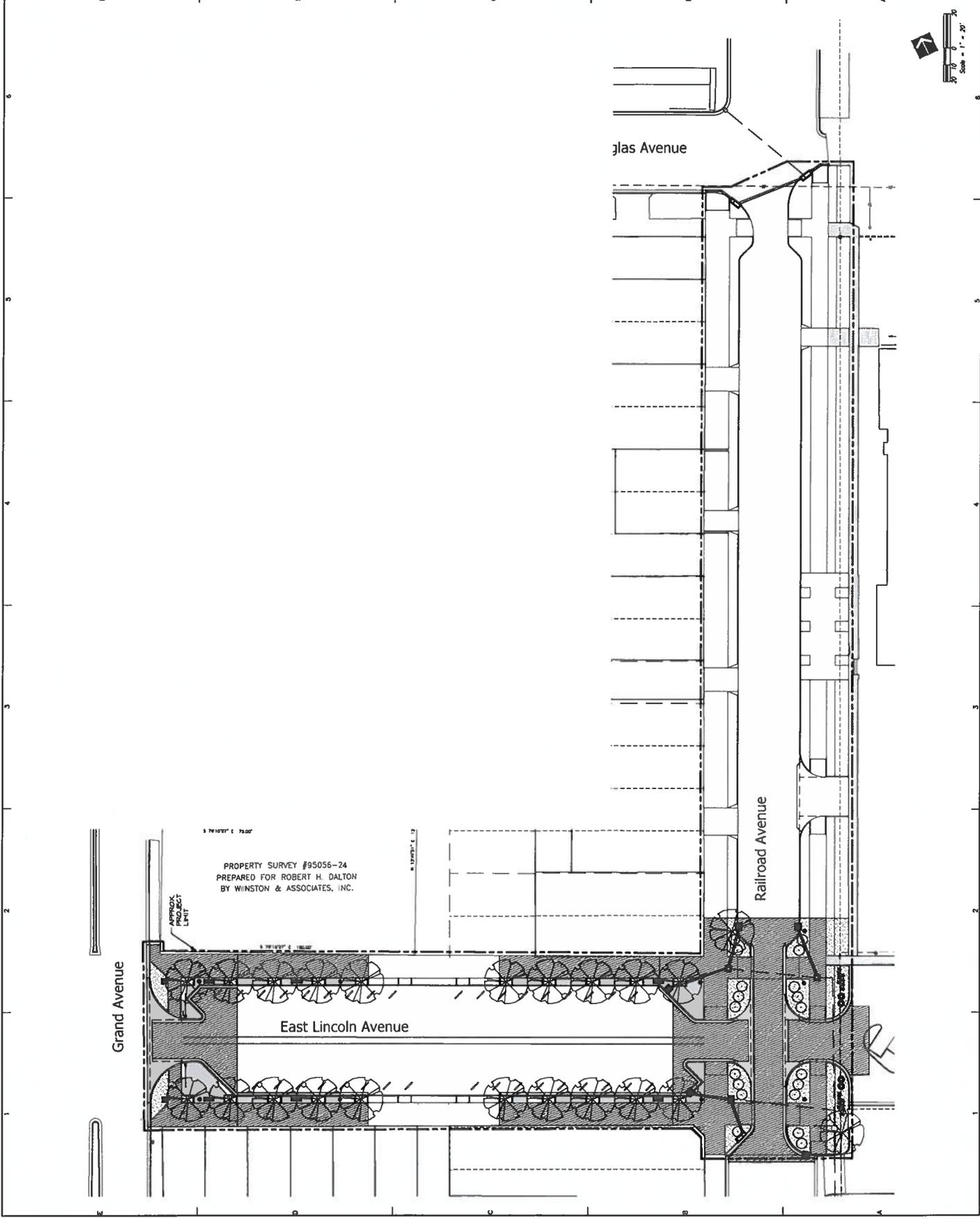
PROJECT
 LAS VEGAS
 GREATBLOCKS ON
 MAINSTREET
 RAILROAD AVE & E LINCOLN ST

OWNER
 LAS VEGAS, NM, 87701

DATE: 01/11/2011	PROJECT: 11.001
DRAWN BY: VJ, NS, CS	CHECKED BY: CS
DATE: 01/11/2011	PROJECT: 11.001
DRAWN BY: VJ, NS, CS	CHECKED BY: CS
DATE: 01/11/2011	PROJECT: 11.001
DRAWN BY: VJ, NS, CS	CHECKED BY: CS

CAPITOL OUTLAY
 AREA CALCULATION

001



PROPERTY SURVEY #95056-24
 PREPARED FOR ROBERT H. DALTON
 BY WINSTON & ASSOCIATES, INC.

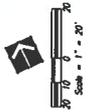
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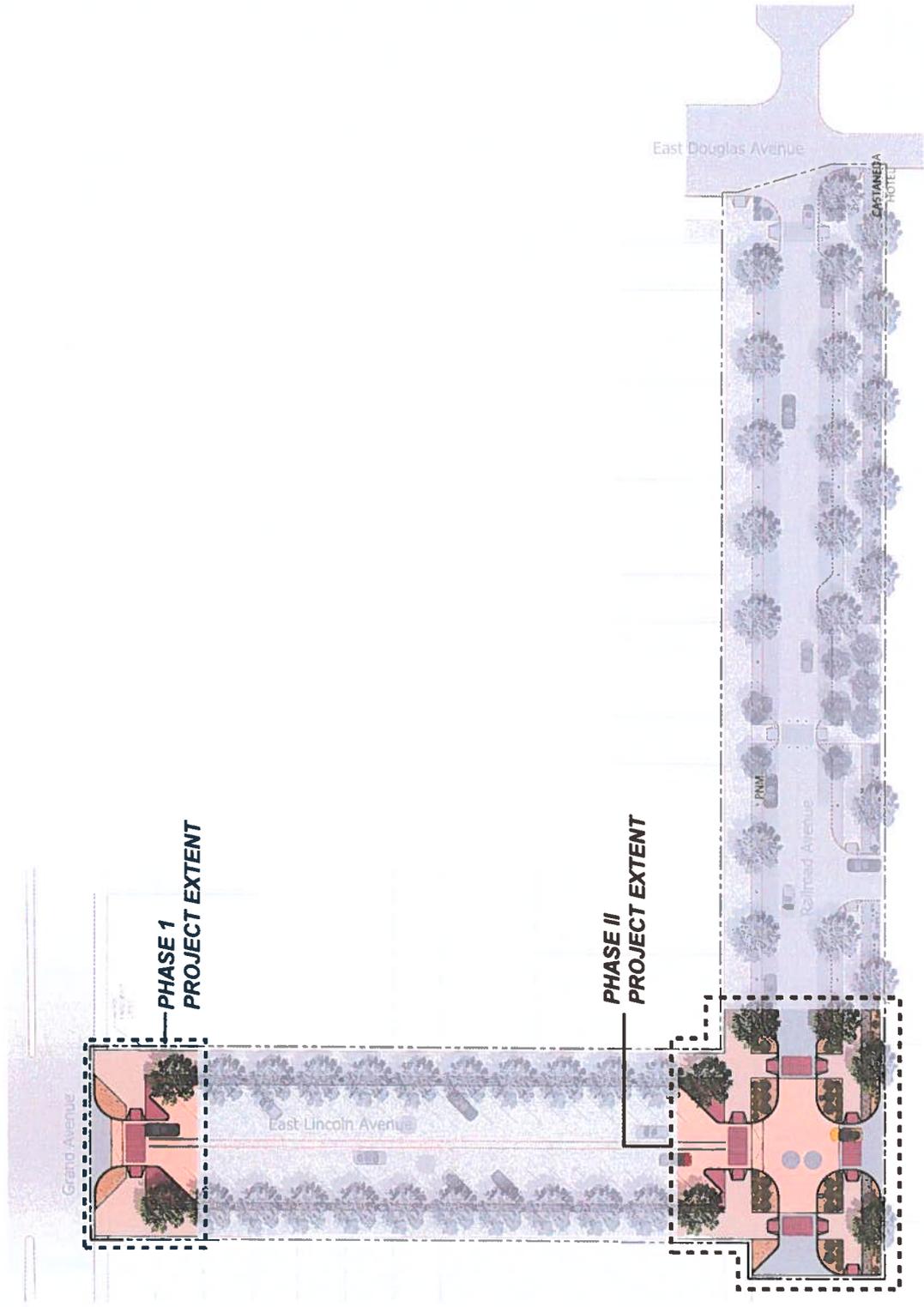
Grand Avenue

East Lincoln Avenue

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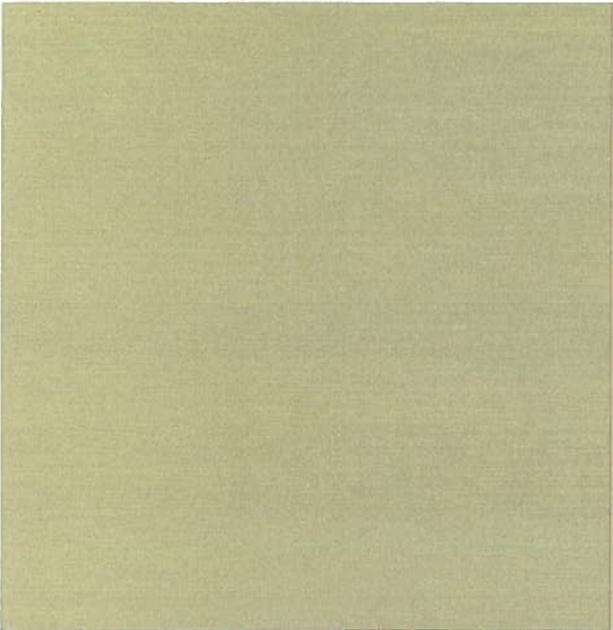
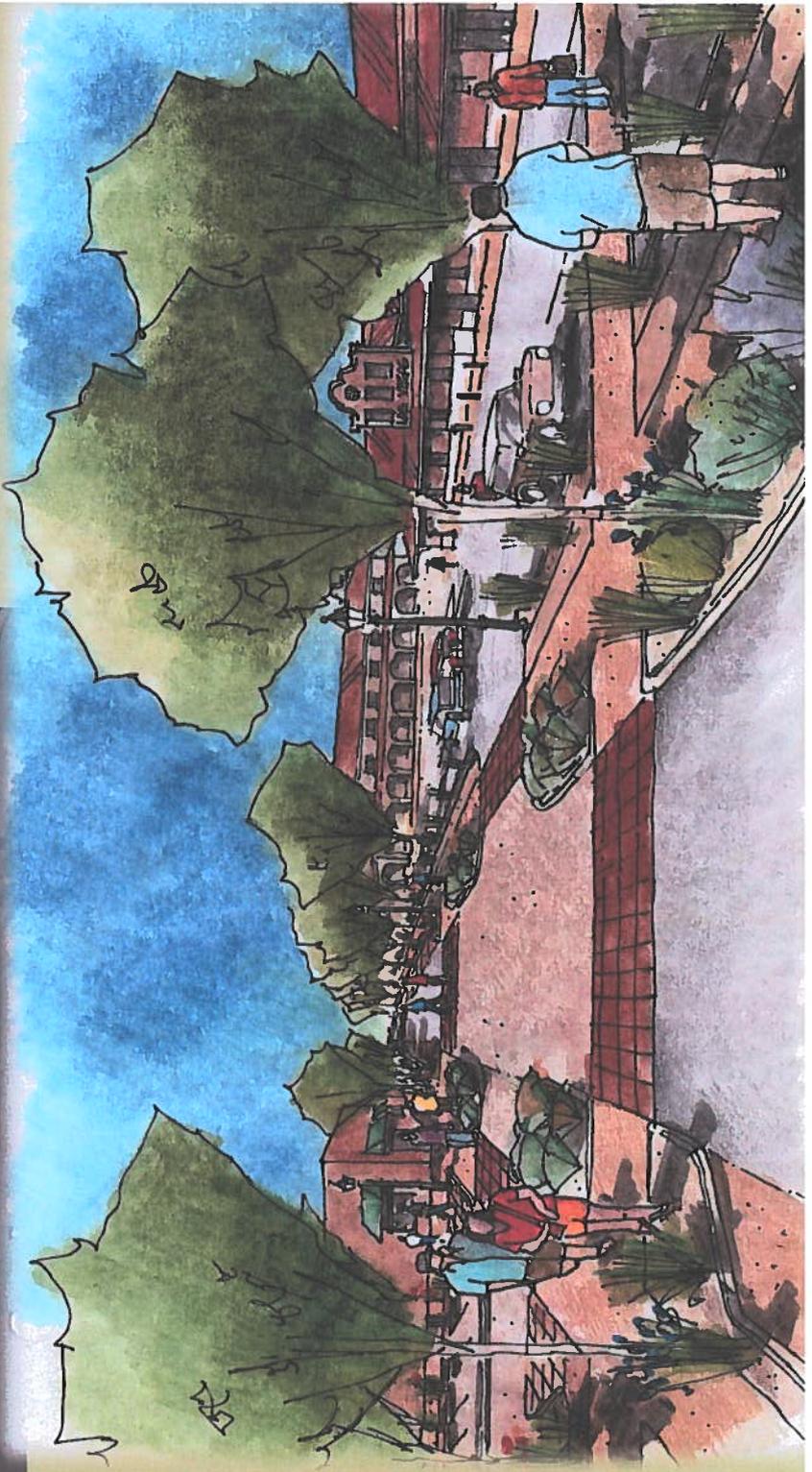


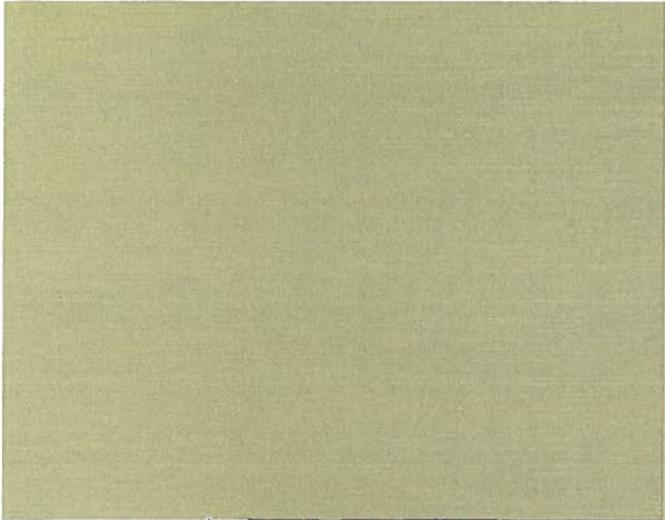


Great Blocks on Mainstreet Conceptual Plan

City of Las Vegas, NM

October 2019





**Great Block on Mainstreet
Railroad District
Las Vegas, NM**

Phase I Update

The City of Las Vegas was awarded a grant written by Main Street de Las Vegas in the amount of \$150,000 dollars in capital outlay funds.

The grant match committed is in the amount of \$30,000 @ 20% including in-kind services by the project coordinator, City staff and Main Street de LV.

Sixty percent (60 %) of the \$30,000 match dollars must be in the form of cash which is \$18,000 and \$5,000 has been secured by Main Street de LV from SW Capital Bank to assist in the project. Therefore, \$13,000 is needed.

The City and Main Street de Las Vegas are seeking other funding sources from PNM and other sources to assist with the cash match.

The project is listed on the ICIP 2021-2025 Infrastructure Capital Improvement Plan and the Metropolitan Redevelopment Act Plan (MRP).

Construction documents have been prepared and the project terminates on February 28, 2021.

The time line for implementation is:

- December 16 issue request for proposal for construction services
- January 24 Bid Opening
- February Issue Construction Contract
- March-April begin construction depending on weather.

Phase II

A \$400,000 Capital Outlay Grant was sent to New Mexico Mainstreet for Phase II of the project and award of those grants will be made by November 15, 2019 with recommendations to the Cabinet Secretary.

The match requirement of this grant request is that the City must commit to a 20% match of \$80,000 of which only 60% is cash in the amount of \$48,000 and the rest is in-kind match.

Therefore the cash match is \$48,000. Main Street de Las Vegas and Robert are seeking additional funding sources and grants to leverage these funds from private donors and grants such as the PNM Foundation.

Construction Documents have been completed.

The timeline for implementation is:

- November Grant Award notification
- December January Contracts awarded
- March- April Funds encumbered/state P.O. issued
- May RFP for Construction
- August –September Project complete.

The project is listed on the ICIP 2021-2025 Infrastructure Capital Improvement Plan and the Metropolitan Redevelopment Act Plan (MRP).



Revitalizing with Capital Outlay
Great Blocks Phase 2 Improvements



The recently renovated Castaneda Hotel



The soon to be finished Rawlins Building

MainStreet de Las Vegas received a \$150,000 Capital Outlay grant from New Mexico Mainstreet in 2018 and a planning grant for \$70,000 in 2016, for which we are very grateful. To get started on the Great Blocks Project in our city, we are putting that money to good use to build the “front door” to the project on Lincoln Street and Grand Avenue. This construction project would complete two of the corners of our project and set the stage for an Event Street along Lincoln, which is our eventual goal. It would do this by positioning us with two pedestrian friendly intersections, one at each end of Lincoln, and the newest intersection would act as the gateway to the Train Station and the newly renovated Castaneda Hotel. The Lincoln and Railroad upgrades would also include drainage improvements at the intersection, which are substandard and as you may remember, our offices in the depot flooded because of this a few years ago. Constructing the Railroad/Lincoln intersection would also allow us to easily fill in the space between by completing the Event Street as the next phase, which would then allow us to hold events like markets and street fairs and transform the district in immeasurable ways. Lastly, if we built both the Phase 1 and Phase 2 intersections at the same time, we would have economies of scale and get better, more cost-effective bids.

Phase 2 Construction Application

MainStreet de Las Vegas (MSLV), in partnership with the City of Las Vegas, requests \$400,000 in New Mexico Main Street (NMMS) Public Infrastructure Phase 2 Funding for leveraging economic redevelopment in the historic Railroad District of Las Vegas, New Mexico. These funds will be matched by \$110,000: \$66,000 cash match from the City of Las Vegas and \$44,000 in in-kind matches. A \$5,000 Grant from Southwest

Capital Bank was received so far for Phase 1. Matching grant requests are being submitted to PNM, San Miguel County, individuals, among other sources.

Phase 2 of the Las Vegas Great Blocks project will elegantly bookend East Lincoln Street from Grand Avenue to Railroad Avenue and set the stage for the east Lincoln Event Street, which will be a raised street section with an at grade curb and other amenities that can be used for farmers and crafts markets and other special events.

Phase 2 will comprise re-construction of the intersection of East Lincoln with Railroad Avenue. It will include well-crafted pedestrian and vehicular improvements at the intersection with safer pedestrian crossings, sidewalks, improved drainage for the street (which will also provide better conditions for pedestrians when it rains), and the addition of shade trees and landscaping. The street section of the intersection will also be reconstructed with new striping and crosswalks. Lastly, the project will include gateway signage for the district, and some site furnishings including lighting and benches. The resulting safe and vibrant beginning point for the eventual streetscape will provide a more prominent and safer link to the Railroad District for residents and visitors and it will offer increased economic development opportunities and retain the historic railroad character of the area. Phase 2 improvements will also add to the current resurgence in the City's historic Railroad District begun by the rehabilitation of the railroad depot building, and more recently, the remodel of the Castaneda Hotel.

Phase 1 and Phase 2 construction projects address MSLV's 2020 ETS: "1. Continue to Revitalize the Historic Railroad District." Improving the Railroad District will bring private investment to vacant buildings providing jobs, apartments, event venues and strengthen the vitality of the district for residents and visitors.



Conceptual drawing of completed Lincoln Street/Phase 1

Phase 1 Improvements

The **Phase I** improvements, funded in large part by a \$150,000 NMMS Capital Outlay Grant at the end of 2018, covers Lincoln Avenue from Grand Avenue to the Train Depot. Historic properties include the Buena Vida Building, Wells Fargo Building, Larson Building, Roughrider Antiques Building, and several other contributing and non-historic older buildings. A Map of the historic Railroad District is attached. Needed

Phase I improvements include (a) bump-outs at the Grand Avenue entrance to the Railroad District on Lincoln, and (b) an over-arching art piece that will span Lincoln Avenue and define the District, the design of which will be selected through a process run by the Las Vegas Arts Council. Discussion continues whether to install (c) electricity for one block from Grand to Railroad so that (d) period light poles can be installed. Or whether to install (e) movable gates and (f) landscaping.

By making visible improvements to the District at Grand Avenue, the project will divert some of the 12,000 cars that travel Grand Avenue daily and thereby increase market for existing and new businesses in the District. Since the City Visitor Information Center is in the Train Depot where Lincoln dead ends, any visitor entering the District can get specific information to encourage a longer stay and more activities and opportunities in Las Vegas. Recently a permanent, full-time position was hired for the Visitor Information Center.

Castaneda Hotel/ Rawlins Bldg./Wells Fargo Bldg./Buena Vida

The anchor for the Railroad District's revitalization continues to be the Castaneda Hotel & Bar Castaneda, that just completed a \$5 million renovation that brings restaurant and overnight regional and national guests off I-25 and as well as Las Vegas proper residents. Bar Castaneda sales to date have far exceeded expectations as well as any projections and the 13 current rooms are booked out over six months. There has also been renovations of other historic structures for commercial use in the Railroad District including: Buena Vida Physical Therapy and Wellness, a business that renovated and restored the historic building at 601 East Lincoln and currently provides 15-20 jobs; the historic Wells Fargo Building at 615 East Lincoln that now has 4 apartments upstairs and a medical marijuana shop downstairs that employs 10 people; and Rough Rider Antiques, an antique cooperative at the corner of East Lincoln and Railroad Avenue. In addition, Tom and Tina Clayton have almost completed their restoration of the Rawlins Building (the original Harvey Girls dormitory) at 527 Railroad Avenue, apartment walls are up and the downstairs retail spaces are at the finishing point. Also, Margaret Gorman has renovated 523 Railroad Avenue into 3 apartments and a retail space. This is major start towards revitalization in the district and Capital Outlay investment in visible public improvements will encourage other building owners and businesses to join this ongoing renaissance.

B3 BBQ & Brewery is moving into the Old Fred's Lumber Building at 400 Grand Avenue



Fred's Lumber Building, 400 Grand, Future home of B3 BBQ & Brewery

The newest entrepreneurs to join in the Railroad District revitalization are Brian and Darcy McGill, the owners of B3 BBQ, originally located on Bridge Street. After a major renovation, B3 will occupy Fred's Lumber Store at 400 Grand Avenue at the entrance to the Railroad District. B3 is incorporating a brewery, which will be the only brewery in Las Vegas, and the plan is to open in January 2020. They will employ about 10-12 people.

Great Blocks: The Historic Railroad District

MSLV has supported Railroad District development for several years. This 87-building area is the most blighted historic downtown district in Las Vegas, but it has great potential for revitalization, private property improvements, business creation, creative start-ups, and employment opportunities. In recent years PNM grants were used to paint building facades and fill in vacant lots with plantings. CLG grants were used to complete initial planning for the Rawlins Building and Castaneda Hotel, which resulted in \$600,000 of historic tax credits for the Castaneda Hotel project, a crucial component of that project's financing. Also, and most importantly, MSLV completed Great Blocks planning, the basis for this application, with a \$70,000 2016 NMMS planning grant.

MainStreet uses many hooks to encourage Railroad District building owners to upgrade and to encourage new and existing businesses to locate in the Railroad District.

Castaneda under the Stars II, MainStreet's annual fundraiser has evolved into a marketing tool for current economic development efforts. The 2019 fundraiser which had 250 guests, just concluded on 9/21, was sold out through social media. MainStreet has experienced success with social media promotion, primarily with Facebook, and currently has 2260 followers.

But the best hook is still one-to-one. With consultant assistance from New Mexico MainStreet and their USDA grant, MSLV completed an inventory of the Historic Railroad District (included) in 2016. In 2019 MSLV brought in Rhea Serna, a Community Revitalization Specialist, to present a workshop on the Las Vegas' Empty Building Ordinance. MSLV also brought in Kenneth Franco from Surroundings to involve the Las Vegas residents in the wayfinding process. Ultimately the residents of Las Vegas voted on the final design. In 2020 MSLV will bring back Rhea Serna to meet with individual property owners in the Railroad District.

The City of Las Vegas will partner in this application and resultant program. See attached Letter of Support from Mayor Tonita Gurule-Giron. The City of Las Vegas and MainStreet often partner on improvement projects. Currently MSLV is completing a \$70,000 wayfinding project with the City of Las Vegas working with Surroundings out of Santa Fe. MSLV has also recently completed a pocket park, Dalton Park, at the entrance to MSLV's Great Blocks Project to house the Las Vegas Memory Wall, an elaborate placemaking project funded with a New Mexico Gas Company Grant through NMMS.



Dalton "Pocket" Park at Grand & Lincoln, site of Las Vegas Memory Wall

Great Blocks & the City of Las Vegas

The Great Blocks project is in the City's ICIP 2019 top 10. The Great Blocks project is also ranked number 3 in the MRA plan adopted by the City in August 2018. Facilitating the economic vitality of the Railroad District is the first and second of MainStreet's deliverables in its FY19-20 contract with the City. As part of this effort MSLV hosted a community workshop with Rhea Serna from NMMS on the City's Vacant Building Ordinance in May and will host a follow-up workshop focusing on the Railroad District this winter.



Wells Fargo Building, c. 1880, 615 Lincoln



Buena Vida, c. 1880, 625 Lincoln

Submitted with this request is the budget for the full Railroad District Great Blocks Project. The Great Blocks strategy for the Railroad District revitalization is to meet or exceed the requirements of the Historic Preservation Division and "Dark Skies" lighting requirements and utilize appropriate water-wise landscaping. 10/30/2019

The mission of MainStreet de Las Vegas is to unify the historic commercial corridor and engender pride in the community while promoting economic development and preserving historical, cultural, architectural and natural resources through partnerships and community collaboration.

CONFIDENTIAL

Las Vegas GreatBlocks on MainStreet

**Cost Estimate for Phase I Construction for:
The Intersections of E Lincoln St and Grand Ave; and E Lincoln and Railroad Ave.**

Parametric Opinion of Probable Construction Cost

This opinion of probable cost includes Phase I of the Las Vegas Great Blocks Project as graphically described in the attached & construction of these two separate intersections were to be split into two projects, the costs would likely rise for each due to se remobilization for each intersection and the effects of separating the demolition and construction.

Prepared by Sites Southwest
30-Oct-19

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
GENERAL					
1	Mobilization / Demobilization	LS	1	\$30,000.00	\$30,000.00
2	Construction Staking	LS	1	\$3,000.00	\$3,000.00
3	Project Construction Sign, CIP	EA	2	\$250.00	\$500.00
4	Construction QA/QC Testing Allowance	ALLOW	1	\$5,000.00	\$5,000.00
5	Traffic Control/Barricading	LS	1	\$4,000.00	\$4,000.00
6	SWPPP/NPDES Permitting and Management, complete	LS	1	\$5,000.00	\$5,000.00
DEMOLITION					
7	Clearing & Grubbing	SY	75	\$1.00	\$75.00
8	Tree removal, < 6" DBH	EA	4	\$250.00	\$1,000.00
9	Excavate & stockpile unclassified material (24" depth)	LS	1	\$2,000.00	\$2,000.00
10	Excavate & Dispose of unsuitable material, compl.	LS	1	\$4,000.00	\$4,000.00
11	Removal/Modification of Existing Drainage Structures	LS	1	\$5,000.00	\$5,000.00
12	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	2,929	\$3.00	\$8,787.00
13	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	1,372	\$7.50	\$10,290.00
14	Sawcut AC Pavement, 6" thickness or less, complete	LF	500	\$2.50	\$1,250.00
15	Existing Lightpole / utility box, remove & dispose, compl.	EA	2	\$520.00	\$1,040.00
SITE CONSTRUCTION					
16	12" CMP Storm Drain, incl. trench & comp. backfill, CIP	LF	104	\$50.00	\$5,200.00
17	12" Slotted Drain Pipe, CIP	LF	16	\$300.00	\$4,800.00
18	Median Drop Inlet, CIP	EA	1	\$7,000.00	\$7,000.00
19	Concrete Junction Box with Precast Lid, CIP	EA	2	\$8,000.00	\$16,000.00
20	Catch Basin, Type "C", Single Grate, CIP	EA	5	\$10,000.00	\$50,000.00
21	Catch Basin, Type "D", Single Grate, CIP	EA	1	\$10,000.00	\$10,000.00
22	Adjust water meter box to Grade (with pigmented concrete collar)	EA	2	\$600.00	\$1,200.00
23	Adjust jbox to Grade (with pigmented concrete collar)	SY	3	\$450.00	\$1,350.00
24	6" Reinforced Concrete Valley Gutter	SY	101	\$110.00	\$11,110.00
25	Roadway Grading/Shaping , less than 2' depth, compl.	SY	987	\$2.50	\$2,467.50
26	Subgrade Prep. 12" at 95% compaction	SY	1,831	\$1.75	\$3,204.25
27	Aggregate Base Course, crushed, 6" at 95% comp., CIP	SY	815	\$8.50	\$6,927.50
28	Prime Coat, emulsified asphalt, CIP	SY	815	\$0.75	\$611.25
29	Tack Coat, cationic emulsified asphalt, CIP	SY	815	\$1.00	\$815.00
30	Arterial Asphalt Concrete, 2 inch thick, machine laydown, CIP	SY	815	\$12.00	\$9,780.00

31	4" Pigmented Concrete Sidewalk with Integral Curb Ramps, including subgrade prep, CIP	SY	1,197	\$60.00	\$71,820.00
32	Permeable pavers (Pedestrian), CIP	SY	246	\$90.00	\$22,140.00
33	Standard Concrete Vertical Curb and Gutter 6" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	822	\$22.00	\$18,084.00
34	6" x 6" Concrete Mow Curb/Edger	LF	181	\$12.00	\$2,172.00
35	Graded Gravel Drainage Fill 12" Depth(beneath permeable pedestrian pavers; including filter fabric), CIP	CY	300	\$30.00	\$9,000.00
36	Imported Topsoil/Planting Soil Mix	CY	100	\$35.00	\$3,500.00
37	Reflectorized Painted Pavement Stripe 4" (crosswalk and center stripe)	LF	400	\$3.50	\$1,400.00
38	Reflectorized Plastic Pavement Marking - 12" Stop Bar	LF	45	\$6.00	\$270.00
39	Gateway Signage Feature	EA	2	\$10,000.00	\$20,000.00
40	Vehicular Access Control Gate, CIP	EA	4	\$5,000.00	\$20,000.00

SITE FURNISHINGS

41	6' Benches	EA	6	\$2,500.00	\$15,000.00
42	Site Lighting/Electrical (Includes 7 poles and elec.)	LS	1	\$80,000.00	\$80,000.00

LANDSCAPE MATERIALS

43	1" Crushed Gravel Mulch, 4" depth	SF	4,106	\$1.50	\$6,159.00
44	2" Cal. Deciduous Trees	EA	21	\$420.00	\$8,820.00
45	5 Gal. Shrub	EA	23	\$45.00	\$1,035.00
46	3 Gal. Shrub	EA	16	\$40.00	\$640.00
46	Irrigation	LS	1	\$10,000.00	\$10,000.00
47	Irrigation	LS	1	\$32,000.00	\$32,000.00

SUBTOTAL	\$533,447.50
Re-Design / Construction Phase Services	20% Contingency \$106,689.50
	\$15,000.00
	8.3958% GRT \$53,744.62
TOTAL	\$708,881.62

Grant No. 419-18C2058-
1905

Public Places (“AIPP amount”) (\$0)¹, if applicable, which equals one-hundred and fifty-thousand dollars (\$150,000.00) (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.” If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. 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 Reimburse² 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

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.

- 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 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 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

- (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

Grant No. 419-18C2058-1905

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: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

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: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

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

Department: Economic Development Department
Name: Julie Blanke
Title: Program Planning Specialist
Address: EDD/MainStreet, PO Box 20003, Santa Fe, NM, 87504-5003
Email: julie.blanke@state.nm.us
Telephone: 505-827-0363

Grant No. 419-18C2058-
1905

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 February 28, 2021 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

Grant No. 419-18C2058-
1905

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 Grantee 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 are 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 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 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 expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from 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, the "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, repaired, 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 a 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

Grant No. 419-18C2058-
1905

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, MainStreet de Las Vegas in partnership with the City of Las Vegas may immediately terminate this Agreement by giving Contractor written notice of such termination. The MainStreet de Las Vegas in partnership with the City of Las Vegas’ 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 MainStreet de Las Vegas in partnership with the City of Las Vegas or the Economic Development Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by MainStreet de Las Vegas in partnership with 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 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 an Economic Development Department Grant Agreement. Should the Economic Development Department early terminate the grant agreement, MainStreet de Las Vegas in partnership with 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, MainStreet de Las Vegas in partnership with the City of Las Vegas’ 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.

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 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)

Grant No. 419-18C2058-
1905

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

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Date

Signature of MainStreet President

By: _____
(Type or Print Name)

Date

ECONOMIC DEVELOPMENT DEPARTMENT

By: Cabinet Secretary or Designee

Date

Legal Counsel – Certifying legal sufficiency

Date

Grant No. 419-18C2058-1005

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

I. Grantee Information				II. Payment Computation			
<i>(Make sure information is complete & accurate)</i>							
A.	Grantee:			A.	Payment Request No.		
B.	Address:			B.	Grant Amount:		
<i>(Complete Mailing, including Suite, if applicable)</i>							
				C.	AIPP Amount <i>(If Applicable)</i> :		
				D.	Funds Requested to Date:		
				E.	Amount Requested this Payment:		
				F.	Reversion Amount <i>(If Applicable)</i> :		
	City	State	Zip	G.	Grant Balance:		
C.	Phone No:			H.	<input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB <i>(attach wire if first draw)</i>		
D.	Grant No:			I.	<input type="checkbox"/> Final Request for Payment <i>(if Applicable)</i>		
E.	Project Title:						
F.	Grant Expiration Date:						

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)*

Printed Name _____

Date: _____

Grantee Representative

Printed Name _____

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

Grant No. 419-18C2058-1905

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative:

[_____]

FROM: Grantee:

[_____]

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:

[_____]

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

Grant No. 419-18C2058-1905

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:

[_____]

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:

[_____]



**ATTACHMENT A
GRANTEE MATCH DETAIL FORM**

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

The Grantee is required to provide a matching contribution valued at two dollars (\$2.00) in match for every ten dollars (\$10.00) of the total Grant Amount. At least sixty percent (60%) of the Grantee's match must be in the form of cash, and the remainder may be in the form of in-kind contributions by the Grantee or any of the Grantee's partners specifically identified in the Grant Agreement.

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

- MainStreet Executive Director's time dedicated to coordinating project activities;
- Value of the time and cost associated with assigning municipal staff to project activities;
- Items of cost borne by the municipality or one of the municipality's partners in the project;
- Cost of publicizing notices of meetings and events.

I. Grantee Information

Grant Number: _____ Grantee: _____

Title of Project: _____ Total Grant Amount: _____

Total Payment Request: _____ Date of Request: _____

II. Grantee Match Breakdown

Cash Match (specify dollar amount): _____

In-Kind Match (specify value): _____

Total Match for This Payment: _____ Total Match To Date: _____

III. Explanation of Grantee Match

Provide a detailed explanation of grantee match for this payment.

Example:

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

To be filled out by Grantee:

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

Grant No. 419-18C2058-1905

**ATTACHMENT B
PROJECT DESCRIPTION AND PROPOSED BUDGET**

Name of Grantee(s): MainStreet de Las Vegas in partnership with the City of Las Vegas

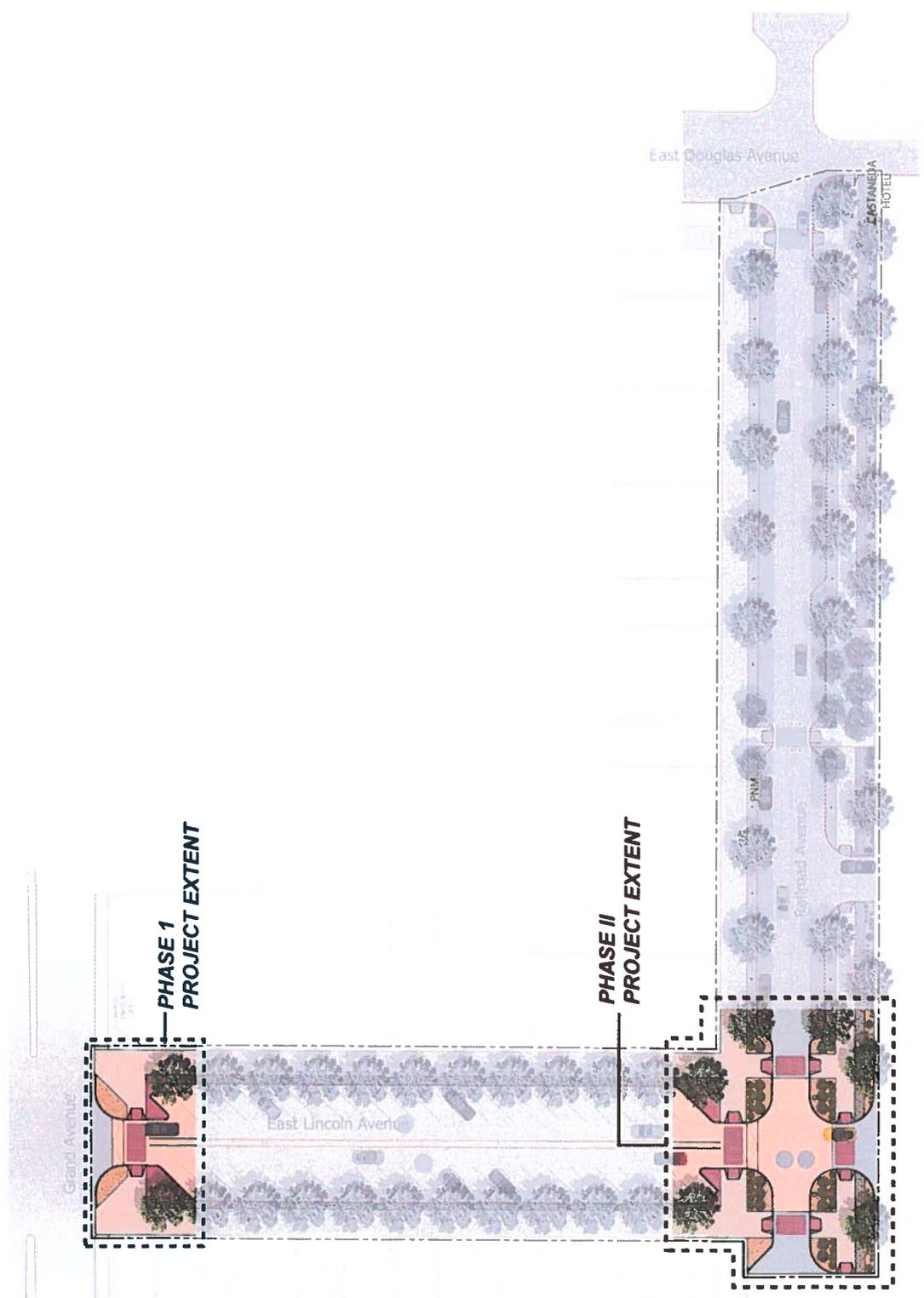
Grant Amount: \$150,000.00

Project Name: Great Blocks on MainStreet: Rail Road Avenue Phase I Construction Project

Project Description:

\$150,000.00 for GBOM: Rail Road Avenue Phase I Construction

Grant No. 419-18C2058-1905



Great Blocks on Mainstreet Conceptual Plan

City of Las Vegas, NM

October 2019



Regular or Special

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/5/2019

DEPT: Finance

MEETING DATE: 11/20/2019

DISCUSSION ITEM/TOPIC: *Review and certify Fixed Assets/Inventories*

BACKGROUND/RATIONALE: The City of Las Vegas has compiled the 2019 Fixed Assets and Inventories and is ready to be reviewed and approved by Mayor and Council.

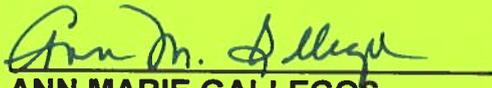
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULE-GIRON
MAYOR**



**ANN MARIE GALLEGOS,
INTERIM CITY MANAGER**



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

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

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

**CERTIFICATION OF GOVERNING BODY FOR THE ANNUAL FIXED
ASSETS/INVENTORIES FOR FY19**

STATE OF NEW MEXICO
COUNTY OF SAN MIGUEL
CITY OF LAS VEGAS

We, members of the governing body of the City of Las Vegas of San Miguel County, being duly sworn according to law,

1. We are duly elected members of the City of Las Vegas in San Miguel;
2. In the performance of our duties, and pursuant to 12-6-1NMSA 1978 through 12-6-14 NMSA 1978 Article 6 Audit Act;
3. We certify that we have reviewed and are familiar with, as a minimum, the Fixed Assets/Inventories for FY19.

_____ Tonita Gurule-Giron, Mayor

_____ Barbara Casey

_____ Vince Howell

_____ David G. Romero

_____ David Ulibarri

ATTEST:

_____ Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____ Esther Garduno Montoya, City Attorney

Regular or Special

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/5/2019

DEPT: Finance

MEETING DATE: 11/20/19

DISCUSSION ITEM/TOPIC: Resolution 19-57

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution 19-57

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

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR



ANN M. GALLEGOS
INTERIM CITY MANAGER



TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD ONLY)

ESTHER GARDUNO MONTOYA
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION NO. 19-57**

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 and transfers (in) out 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 \$150,000 in revenues, an increase of \$172,000 in expenditures for various expenditures and a transfer in from General Fund in Fund 435 Mainstreet; a net increase of \$404 in expenditures in Fund 283 (PD Awards) to be funded by unbudgeted cash balance; a net increase of \$12,500 in revenues and expenditures in Senior Center to be funded by a Legislative Appropriation for two (2) HVAC units; a net increase of \$9,403 in revenues and expenditures in the Special Library Fund to be funded by a grant from New Mexico State Library;

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 20th day of November, 2019

Tonita Gurule-Giron, Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduno Montoya, City Attorney

CITY OF LAS VEGAS
 RESOLUTION #19-57
 BUDGET ADJUST REQUEST
 FISCAL YEAR 2020

Resolution	Fund	Revenues	Transfers	Expenditures
19-57				
Spec Leg Approp	217-0000-430-5378	12,500.00		Legislative Appropriation
Spec Leg Approp	217-0000-780-8033			12,500.00 HVAC UNITS AT SENIOR CENTER
PD Awards	283-0000-710-7317			404.00 Publications & Advertisements
PD Awards	283-0000-100-1101	404.00		Unbudgeted Cash Balance
Mainstreet	435-0000-430-5335	150,000.00		Economic Development
Mainstreet	435-0000-720-7305			172,000.00 Other Professional Services
Mainstreet	435-0000-890-9110		22,000.00	Transfer In General Fund
General Fund	101-0000-890-9747			Transfer Out Mainstreet
General Fund	101-0000-100-1101	22,000.00	(22,000.00)	Unbudgeted Cash Balance
LIBRARY SPECIAL	103-0000-450-5334	9,403.00		STATE GRANTS-IN-AID
LIBRARY SPECIAL	103-0000-750-7107			9,403.00 BOOKS/EDUC MATERIALS
		194,307.00	-	194,307.00



Michelle Lujan Grisham, Governor
Katrina Hotrum-Lopez, Cabinet Secretary
Sam Ojinaga, Deputy Secretary

October 02, 2019

Ann Marie Gallegos, Interim City Manager
City of Las Vegas
1700 North Grand
Las Vegas, NM 87701

Re: State Senate Bill 280
A19D2073-197, Las Vegas Senior Center – hvac installation; \$12,500;
Reversion Date: June 30, 2023

Dear Ms. Gallegos:

The State Senate Bill 280 Contract for the above mentioned project has been fully executed. You may now proceed with expenditures in accordance with the legislative intent. Please note that prior to reimbursement of funds the grantee must submit to the Department a Notice of Obligation, and a copy of the purchase order with a third party contractor or vendor as per Article II of the Contract.

Please review the SB280 Contract carefully and contact this department if you have any questions or concerns at 505-476-4879 or email ernest.saavedra@state.nm.us. The exhibits attached to the Contract are available electronically at <http://www.nmaging.state.nm.us/capital-outlay.aspx>

Sincerely,

A handwritten signature in black ink, appearing to be "AS".

Ernest "Adam" Saavedra
Capital Outlay Financial Coordinator

RECEIVED
OCT 7 2019
CITY OF LAS VEGAS
CITY MANAGER'S OFFICE

Partners in Lifelong Independence and Healthy Aging
PO Box 27118 • Santa Fe, New Mexico 87502-7118
505-476-4799 • Toll-free 1-800-432-2080 • www.nmaging.state.nm.us

*Y.A. Lujan Grisham
10.9.19*

AGENCY: AGING AND LONG TERM SERVICES DEPARTMENT

APPROPRIATION RECIPIENT:

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) 425-9139

APPROPRIATION NUMBER: APPROPRIATION AMOUNT: TERMINATION DATE:
A19-D2073 - 197 \$12,500.00 June 30th, 2023

APPROPRIATION LANGUAGE

In Laws 2019, Chapter 277, Section 4, Paragraph 65 for the purchase and installation of HVAC units at the Las Vegas Senior center in the City of Las Vegas. (Grant funds unexpended by June 30th, 2023 will be reverted to the State of New Mexico's general fund.)

CERTIFICATION

I hereby certify that the City of Las Vegas

1. Will only use the appropriation funds for permissible purposes as described in appropriation language.
2. Will comply with 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.
3. Ensures that the appropriation funds only benefit 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."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Agency Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Agency will review these documents to ensure all reimbursed expenses reflect the intent and purposed of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is June 30th, 2020. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

Ann Marie Gallegos 9/24/19
Grantee Chief Elected Official Signature / Printed Name Date

AUTHORITY

State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law. I hereby approve this certification for appropriation number

Project #A19-D2073 – 197 Las Vegas Senior center – hvac installation - \$12,500.00

[Signature] 10/11/19
Agency Designee signature Date



David T. Bibb III
Chief of Police



MEMORANDUM

TO: Tana Vega, Interim Finance Director
FROM: *Marla Martinez*
Marla Martinez, Financial Specialist
THRU: *David T. Bibb III*
David T. Bibb III, Chief of Police

DATE: October 21, 2019

RE: BUDGET ADJUSTMENT REQUEST

We are requesting a budget adjustment in our 283 fund. We are currently budgeted \$1,565.00 in line item # 283-0000-710-7317. Our cash in this fund is \$1,969.00; therefore we are requesting an increase in the amount of \$404.00 to be placed in 283-0000-710-7317.

If you have any questions, please feel free to contact my office.

xc: Files



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Economic Development Dept.

1100 St. Francis Drive
Warehouse
Santa Fe NM 87504
United States

Dispatched

Purchase Order 41900-000009354	Date 04-23-2019	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer Chris P. Romero	Phone	Currency USD

Dispatch Via Print

Supplier: 000054343
CITY OF LAS VEGAS
1700 N GRAND AVE
LAS VEGAS NM 87701-0000
United States

Ship To: 1100 St. Francis Drive
Warehouse
Santa Fe NM 87504
United States

Bill To: 1100 St. Francis Drive
Joseph Montoya Bldg
Santa Fe NM 87505-4147
United States

Origin: **EXE** ExclExcl#: 13-1-98-A

Line- Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	FY19 Capital Outlay Grant Agreement for MainStreet Project. Funds awarded for the Great Blocks on MainStreet: Rail Road Ave. Phase I. Plan, design and construct infrastructure improvements in the mainstreet district.	1.00	EA	\$150,000.00	\$150,000.00	04/23/2019

41900-89200-A18C2058-547400 - - - - 91946-C2058

Schedule Total \$150,000.00

Item Total \$150,000.00

Total PO Amount \$150,000.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

City of Las Vegas, NM

Resolution N 18-52

A Resolution of Administrative and Financial Support adopting acceptance of \$150,000 for the FY 2019 New Mexico MainStreet (NMMS) Capital Outlay Public Infrastructure funding for the "Great Blocks on MainStreet: Railroad Avenue Phase I Construction Project and acceptance of the matching requirement".

ADOPTING THE FY 2018-2019 "GREAT BLOCKS ON MAINSTREET: RAILROAD AVENUE PHASE I CONSTRUCTION PROJECT"

WHEREAS, the New Mexico MainStreet evaluation committee recognized the application for funding was impressive and recommended an award of \$150,000 for the "Great Blocks" project in the Railroad District; and

WHEREAS, the funding for this project is made available through MainStreet Public Infrastructure by the sale of Severance Tax Bonds sold in June and the award was approved by the Economic Development Department Cabinet Secretary Mathew Geisel for the City; and

WHEREAS, capital improvements are an effective tool for communities to achieve necessary project development and the Railroad District is listed in the newly adopted Metropolitan Redevelopment Act Plan otherwise known as the Downtown Action Plan as an important catalytic development area; and

WHEREAS, the City of Las Vegas and MainStreet de Las Vegas (MSDLV) are committed to collaborating on the construction ready Great Blocks Project in the Railroad District; and

WHEREAS, the City's partner, MSDLV is working diligently to secure the "cash match" portion of the match requirement by New Mexico MainStreet on behalf of the City in the amount of \$27,000; and

WHEREAS, the City of Las Vegas is committed to providing a match of funds in the amount of \$45,000 of which \$27,000 will be cash and \$18,000 will be in-kind services if MSDLV is unable to secure matching funds

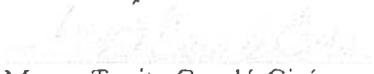
NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LAS VEGAS GOVERNING BODY that

1. The City of Las Vegas has accepted the award of \$150,000 for the "Great Blocks" project and is committed to providing match funds up to, and in the amount of \$27,000 cash or less and \$18,000 in-kind for a total of \$45,000 if MSDLV cannot secure the total matching funds; and

2. The New Mexico MainStreet Public Infrastructure Grant Monitor, upon receipt of Resolution 18-52, will begin the process of developing the detailed grant agreement between the City of Las Vegas and NMMS

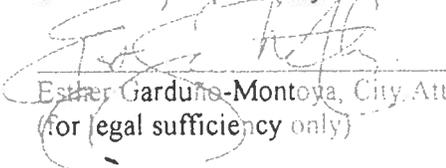
PASSED, APPROVED AND ADOPTED THIS 11th day of December, 2018

CITY OF LAS VEGAS


Mayor Tonita Gurulé-Girón
(Seal)

ATTEST


Casandra Eresquez, City Clerk


Esther Garduño-Montoya, City Attorney
(for legal sufficiency only)

Grant No. 419-18C2058-
1905

Public Places ("AIPP amount") (\$0)¹, if applicable, which equals one-hundred and fifty-thousand dollars (\$150,000.00) (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." If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. 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 Reimburse² 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

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.

- 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 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 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

- (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

Grant No. 419-18C2058-1905

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 N. Grand Ave Las Vegas, NM 87701
Email: amgallegos@lasvegasnm.gov
Telephone: 505-454-1401 ext. 1002

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 ext 1101

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

Department: Economic Development Department
Name: Julie Blanke
Title: Program Planning Specialist
Address: EDD/Main Street, PO Box 20003, Santa Fe, NM, 87504-5003
Email: julie.blanke@state.nm.us
Telephone: 505-827-0363

Grant No. 419-18C2058-
1905

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 February 28, 2021 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).

Grant No. 419-18C2058-
1905

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

Grant No. 419-18C2058-
1905

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 Grantee 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

Grant No. 419-18C2058-1905

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit I. 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 are 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 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 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 expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from 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

Grant No. 419-18C2058-
1905

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, the "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, repaired, 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 a 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

Grant No. 419-18C2058-
1905

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.

Grant No. 419-18C2058-
1905

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, MainStreet de Las Vegas in partnership with the City of Las Vegas may immediately terminate this Agreement by giving Contractor written notice of such termination. The MainStreet de Las Vegas in partnership with the City of Las Vegas' 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 MainStreet de Las Vegas in partnership with the City of Las Vegas or the Economic Development Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by MainStreet de Las Vegas in partnership with 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 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 an Economic Development Department Grant Agreement. Should the Economic Development Department early terminate the grant agreement, MainStreet de Las Vegas in partnership with 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, MainStreet de Las Vegas in partnership with the City of Las Vegas' only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grant No. 419-18C2058-
1905

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.

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 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)

Grant No. 419-18C2058-1905

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 the 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]

Grant No. 419-18C2058-1905

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

GRANTEE

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

City of Las Vegas
Entity Name

By: Ann Marie Gallegos
(Type or Print Name)

4-9-19
Date

[Signature]
Signature of Main Street President

By: STELLA S BUCCIAGLI
(Type or Print Name)

4-11-19
Date

ECONOMIC DEVELOPMENT DEPARTMENT

[Signature]
By: Cabinet Secretary or Designee

4/22/19
Date

David Mathus
Legal Counsel – Certifying legal sufficiency

22 April 2019
Date

Grant No. 419-18C2058-1905

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 State, 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 X, 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

Grant No. 419-18C2058-1905

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:

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:



**ATTACHMENT A
GRANTEE MATCH DETAIL FORM**

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

The Grantee is required to provide a matching contribution valued at two dollars (\$2.00) in match for every ten dollars (\$10.00) of the total Grant Amount. At least sixty percent (60%) of the Grantee's match must be in the form of cash, and the remainder may be in the form of in-kind contributions by the Grantee or any of the Grantee's partners specifically identified in the Grant Agreement.

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

- MainStreet Executive Director's time dedicated to coordinating project activities;
- Value of the time and cost associated with assigning municipal staff to project activities;
- Items of cost borne by the municipality or one of the municipality's partners in the project;
- Cost of publicizing notices of meetings and events.

I. Grantee Information

Grant Number: _____ Grantee: _____
 Title of Project: _____ Total Grant Amount: _____
 Total Payment Request: _____ Date of Request: _____

II. Grantee Match Breakdown

Cash Match (specify dollar amount): _____
 In-Kind Match (specify value): _____
 Total Match for This Payment: _____ Total Match To Date: _____

III. Explanation of Grantee Match

Provide a detailed explanation of grantee match for this payment.

Example:

Item #	Description	Dollar Amount
1	Cash CRI paid on construction	\$1,800
2	In-kind MainStreet Manager's time, 34 hours at \$20/hour	\$680
Total Match by Grantee for this Payment		\$2,480

To be filled out by Grantee:

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

Grant No. 419-18C2058-1905

**ATTACHMENT B
PROJECT DESCRIPTION AND PROPOSED BUDGET**

Name of Grantee(s): MainStreet de Las Vegas in partnership with the City of Las Vegas

Grant Amount: \$150,000.00

Project Name: Great Blocks on MainStreet: Rail Road Avenue Phase I Construction Project

Project Description:

\$150,000.00 for GBOM: Rail Road Avenue Phase I Construction

**New Mexico State Library
1209 Camino Carlos Rey
Santa Fe, NM 87507**

FY2020 STATE GRANTS-IN-AID ALLOCATION NOTIFICATION

1.	Recipient Name:	Carnegie Public Library
2.	Remit to Name and Address:	City of Las Vegas 500 National Ave Las Vegas, NM 87701
3.	State of NM Vendor #:	54343
4.	Project Title and Legal and Fiscal Data:	State Grants-in-Aid to Public Library Statute/Administrative Code NMSA 1978 Section 18-2-4 B, 4.5.2 NMAC
5.	State Library Contact:	Carmelita Aragon New Mexico State Library Carmelita.Aragon@state.nm.us
6.	Source of Funding:	<i>State of N.M. Legislature – General Appropriation Act of 2020</i>
7.	Grant Type and Amount Received:	Library Type Grant: Public Library Branch(es) Grant: \$ 0.00 Total Grant: \$9,403.85
8.	Allocation Period:	Fiscal Year 2020 <i>ALL STATE AID FUNDS MUST BE SPENT BY JUNE 30, 2020</i>
9.	Terms and Conditions of Allocation:	<p>The state aid program is intended to supplement and encourage local effort in providing local library service.</p> <p><i>State Aid Funds may be used for:</i></p> <ol style="list-style-type: none"> 1) <i>library collections;</i> 2) <i>library staff salaries;</i> 3) <i>library staff professional development;</i> 4) <i>library equipment; or</i> 5) <i>other operational expenditures associated with delivery of library services.</i> <p>Libraries must report how all funds were spent in the FY2020 Annual Report. A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.</p>
10.	Date:	October 23, 2019

STATE AID FOR PUBLIC LIBRARIES

TITLE 4 CULTURAL RESOURCES
CHAPTER 5 STATE LIBRARY
PART 2 STATE GRANTS IN AID TO PUBLIC LIBRARIES

4.5.2.1 ISSUING AGENCY: Department of Cultural Affairs, New Mexico State Library Division.
[4.5.2.1 NMAC - Rp, 4.5.2.1 NMAC, 6/1/2016]

4.5.2.2 SCOPE: Public libraries and developing public libraries.
[4.5.2.2 NMAC - Rp, 4.5.2.2 NMAC, 6/1/2016]

4.5.2.3 STATUTORY AUTHORITY: Subsection I of Section 18-2-4 NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Subsection B of Section 18-2-4 NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.
[4.5.2.3 NMAC - Rp, 4.5.2.3 NMAC, 6/1/2016]

4.5.2.4 DURATION: Permanent.
[4.5.2.4 NMAC - Rp, 4.5.2.4 NMAC, 6/1/2016]

4.5.2.5 EFFECTIVE DATE: June 1, 2016 unless a later date is cited at the end of a section.
[4.5.2.5 NMAC - Rp, 4.5.2.5 NMAC, 6/1/2016]

4.5.2.6 OBJECTIVE: The objective of this rule is to describe the state grants in aid to public libraries program (hereinafter “the state aid program”) and to establish criteria for reviewing and awarding the grants. The purpose of the state aid program is to provide financial assistance that encourages and supports public library service by public libraries and developing public libraries. The state aid program is intended to supplement and encourage local effort in providing local library service. The state aid program consists of developing library grants and public library grants that may be used for: library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.
[4.5.2.6 NMAC - Rp, 4.5.2.6 NMAC, 6/1/2016]

4.5.2.7 DEFINITIONS:

A. “Annual report” means a report sent once a year from a public library or developing library to the state library. An annual report shall at least accomplish the following tasks:

- (1) provide information in the time, manner, and form prescribed by the state library;
- (2) describe prior fiscal year’s activities, including income, expenditures, statistics on collections and services, and compliance with state aid program criteria;
- (3) be certified by the library as to the accuracy, completeness, and truthfulness of the information provided; and
- (4) be approved by and on file at the state library.

B. “Basic library services” means free services provided in a library’s legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. Basic library service may include any technology or service that relates to the access to information for patron use.

C. “Bookmobile” means a mobile branch that offers basic library services with the exception of computers and internet connectivity.

D. “Branch” means an auxiliary service administered by a public or developing library that provides the following public services:

- (1) separate quarters from the main library;
- (2) a permanent library collection and reference services;
- (3) offers basic library services;
- (4) staff present during open hours; and
- (5) at least 20 hours of public access to physical quarters per week on an annual basis.

E. **“Circulating materials”** means items from library collections that are checked out by patrons for use outside of the library.

F. **“Collection development policy”** means guidelines used by library staff for making decisions about the budget for and selection, management, and preservation of library collections.

G. **“Community analysis and needs assessment”** means an evaluation of a library’s legal service area, its current and future needs, and the library’s role in meeting those needs.

H. **“Developing library”** means a New Mexico organization that has initiated and is progressively implementing basic library services within its legal service area.

(1) A developing library is established through one of the following mechanisms:

- (a) through an ordinance or legal resolution of a subdivision of state government;
- (b) by a contract between a private entity and a subdivision of state government;
- (c) by an Indian nation; or
- (d) as a non-profit corporation.

(2) A developing library provides the following public services:

- (a) staff present during open hours;
- (b) at least 15 hours of public access to physical quarters per week on an annual basis;
- (c) at least two days of public access to physical quarters per week on an annual basis; and
- (d) hours of operation posted on or near the library.

I. **“Fiscal year”** means July 1 through June 30.

J. **“Legal service area”** means the geographic area for which a library has been established to offer services and from which, or on behalf of which, the library derives income. The legal service area may be defined by a written agreement with a political subdivision of the state for which the library is the primary service provider. The most recent United States or tribal census determines the population of the legal service area if the population figures are given separately for that area. If the census does not report a discreet population figure for the legal service area, then the state library in its sole discretion shall determine the population for the library’s legal service area.

K. **“Library board”** means an administrative or advisory group comprised of representative members of the library’s community.

L. **“Library collections”** means library items for public use. Library collections may include such items as books, videos, sound recordings, licensed databases, and equipment. A portion of the collections must be circulating materials.

M. **“Library equipment”** means equipment associated with the delivery of library services.

N. **“Library staff”** means salaried employees or volunteers whose time is regularly dedicated to delivery of library services.

O. **“Matching funds”** means the amount expended in a fiscal year for library collections from any source other than the state. Sources for matching funds may include municipal funds, county funds, tribal funds, or money acquired through donations, fund-raising, or grants. In-kind contributions are not matching funds. Matching funds do not include funds used for operating costs, administrative costs, or regular staff salaries.

P. **“Public library”** means a New Mexico organization that offers basic library services within its legal service area.

(1) A public library is established through one of the following mechanisms:

- (a) through an ordinance or legal resolution adopted by a subdivision of state government;
- (b) by a contract between a private entity and a subdivision of state government;
- (c) by an Indian nation; or
- (d) as a non-profit corporation.

(2) A public library provides the following public services:

- (a) staff dedicated to the library
- (b) year-round public access to the physical location at least 25 hours per week;
- (c) at least two days of public access to physical quarters per week on an annual basis; and
- (d) hours of operation posted on or near the library.

Q. **“Reference services”** means the provision of library staff to answer reference questions during all the hours the library is open.

R. **“Strategic plan”** means a detailed program to ensure that library services meet the current and future needs of the library’s legal service area. The strategic plan shall include a vision and mission statement as well as goals and objectives, and it shall cover a period of at least the next three years and not exceed five years.

[4.5.2.7 NMAC - Rp, 4.5.2.7 NMAC, 6/1/2016]

4.5.2.8 DEVELOPING LIBRARY GRANT:

A. **Purpose:** To supplement an eligible developing library’s budget for up to five years until it meets the minimum requirements for a public library grant.

B. Description: The developing library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding developing library grants: The state library shall award developing library grants to developing libraries that meet or exceed the following criteria.

- (1) timely submission of an annual report with the state library;
- (2) receipt of no more than five, consecutive, awards of developing library grants;
- (3) continuous operation for at least nine months;
- (4) demonstration of receipt of financial support from sources other than the state. In particular, matching

funds in relation to the population of the library's legal service shall be at least \$0.25 per person in its first year and any non-consecutive years of developing library grant application participation; \$0.50 per person in its second consecutive year; \$0.75 per person in its third consecutive year; \$1.00 per person in its fourth consecutive year; and \$1.25 per person in its fifth consecutive year;

(5) maintenance of adequate financial and other records to support the library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;

- (6) compliance with all state statutes and rules;
- (7) compliance with requirements for developing library grants;
- (8) employment of a designated director;
- (9) creation of a library board that meets at least two times a year and adheres to the state's open meetings

law; and

- (10) successful expenditure of all developing library grant funds during the prior fiscal year, if applicable.

[4.5.2.8 NMAC - Rp, 4.5.2.8 NMAC, 6/1/2016]

4.5.2.9 PUBLIC LIBRARY GRANT:

A. Purpose: To supplement eligible public libraries' budgets.

B. Description: The public library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding public library grants: The state library shall review and award public library grants to public libraries that have met the following criteria:

(1) timely submission of an annual report with the state library for the current year and a minimum of two years prior;

- (2) continuous operation for at least one year;
- (3) receipt of a minimum of three consecutive developing library grants;
- (4) demonstration of receipt of financial support from sources other than the state; in particular, matching

funds in relation to the population of the library's legal service area shall be at least \$1.50 per person;

(5) maintenance of adequate financial and other records to support the public library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;

- (6) compliance with all state statutes and rules;
- (7) compliance with all requirements for public library grants;
- (8) Formation of a strategic plan that the public library reviews, updates, and files with the state library

every three years, and a community analysis and needs assessment, and a collection development policy that the public library reviews, updates, and files with the state library every five years;

- (9) maintain a library board that meets at least two times a year and adheres to the state open meetings

law;

- (10) employment of a designated director; and

- (11) successful expenditure of all public library grant funds during the prior fiscal year.

[4.5.2.9 NMAC - Rp, 4.5.2.9 NMAC, 6/1/2016]

4.5.2.10 DISTRIBUTION OF FUNDS: The library division shall distribute state grants in aid in the following manner:

A. Application: The annual report submitted for the immediate prior year shall serve as the developing or public library's application for state grants-in-aid.

B. Allocation: For state grants-in-aid, the state library shall award at least a quarter of a share (0.25) of the annual allocation to developing libraries, one (1) share of the allocation to each public library, and one half (.50) of a share of the allocation to each branch and bookmobile.

C. Notification: Following the end of the application period, the state library shall calculate the grant award for each library. The state library shall notify all eligible public libraries informing them of the amount of their grant.

D. Request for payment: Each library shall return the signed grant agreement to the state library within 60 days of receipt of the agreement measured from the postmark or electronic postmark. Upon timely receipt of the grant agreement,

the state library shall process a payment request form. If a library does not submit the grant agreement within the required time period, it forfeits the grant award.

E. Maintenance of effort: A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.

[4.5.2.10 NMAC - Rp, 4.5.2.11 NMAC, 6/1/2016]

4.5.2.11 LIMITATION ON FUNDS:

A. The grant amounts may vary by year, depending on the amount of the appropriation to the state library by the state legislature and the state library's other budgeted expenses.

B. Libraries shall not use grant funds for administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services

C. Public and developing libraries shall expend all grant funds during the fiscal year in which they are awarded.

D. Should a library cease providing basic library services prior to or within thirty days of funding; grant funds shall revert to the state library.

[4.5.2.11 NMAC - Rp, 4.5.2.12 NMAC, 6/1/2016]

4.5.2.12 APPEAL OR VARIANCE:

A. In the event that any library is denied a grant by the state library or does not meet a requirement of this rule, that library may appeal the decision of the state library or request a variance from the requirement.

B. Such appeal or variance shall be made in writing to the state librarian within 10 days of notification of denial of funds or within 10 days of discovery of non-compliance with a requirement. The appeal or variance shall state all relevant facts and conditions.

C. The state librarian shall consider each appeal or request for variance and respond in writing to the appealing or requesting party with a decision within 30 days. The state librarian's decision is the department of cultural affairs' final action on the matter.

[4.5.2.12 NMAC - Rp, 4.5.2.14 NMAC, 6/1/2016]

HISTORY OF 4.5.2 NMAC:

Pre-NMAC History:

NMSL 67-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised April 19, 1967, filed 5/3/67.

NMSL 67-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 8/30/67.

NMSL 68-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 12/19/68.

NMSL 69-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised May 26, 1969, filed 6/20/69.

NMSL 69-2, State Grants-In-Aid To Public Libraries, Rules and Regulations; Revised September 16, 1969, filed 10/9/69.

NMSL 70-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised February 26, 1970, filed 4/27/70.

NMSL 73-4, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 1973, filed 7/10/73.

NMSL 74-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 19, 1974, filed 8/16/74.

NMSL 75-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, 1975, filed 6/9/75.

NMSL 76-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, March 31, 1976, filed 4/27/76.

NMSL 77-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, January 21, 1977, filed 2/4/77.

NMSL Rule 79-1B, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 11, 1979, filed 6/25/79.

NMSL 79-3, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 1, 1979, filed 7/27/79.

NMSL 81-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, May 11, 1981, filed 5/12/81.

NMSL 89-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 10/23/89.

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 1/28/93.

History of Repealed Material:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93), repealed 7/1/2000.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000), repealed 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009), repealed 6/1/2016.

Other History:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2000.

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State Grants-in-Aid Expenditures Guidance Sheet

The 4.5.2 New Mexico Administrative Code (NMAC) governs State Grants-in-Aid to public libraries. To be eligible to receive state aid, New Mexico public libraries must meet eligibility requirements as outlined in the 4.5.2 NMAC. All awarded state grants-in-aid funds must be expended during the fiscal year in which they are awarded.

This informational guidance sheet is not an exhaustive list of all allowable and non-allowable expenditures. If there are questions as how to expend state aid funds, please contact the Library Development Bureau for clarification prior to making purchases 1-800-340-3890.

Allowable Purchases - State aid funds *can* be used for:

- Library Collections
 - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc. are allowable. Non-traditional circulating/educational programming items may also be allowable. Please contact the Development Bureau for more information.
- Library Staff Salaries
 - State aid funds can be used to pay regular library staff for their work within the library. Providing pay to a substitute library staff member may also be allowable.
- Library Staff Professional Development
 - Travel (including meals and lodging) for attending in-state (e.g., NMLA) and out-of-state library conferences (e.g., ALA, MPLA, PLA, ARSL), and trainings provided to library staff on library related services/issues, which are organized and held at the library, or held at another location, e.g., state library or other library.
- Library Equipment
 - Items associated with meeting the information needs of library patron's such as public computers, printers, wireless routers, scanners, software and related peripherals, etc.
- Other Operational Expenditures Associated with Delivery of Library Services
 - Expenditures associated with the delivery of library services, such as the library's catalog, programming supplies, electric bills, phone bills, directional signage, copy paper, security costs, etc.
 - Contracts directly related to the delivery of basic library services to patrons, including educational program subject matter experts, etc.

Non-Allowable Purchases - State aid funds *cannot* be used for:

- Administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services.
- Food, giveaways/incentives, college classes for library staff (i.e., tuition reimbursement), library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies, pony rentals), etc.
- Operational expenditures that do not directly relate to the delivery of basic library services to library patrons, including cost of parties, receptions, fund-raising events, other social functions, maintenance/cleaning supplies, toilet paper, paper towels, cleaning equipment, vacuums, etc.
- Capital improvements and construction.