



# City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | [lasvegasnm.gov](http://lasvegasnm.gov)

**Mayor David Romero**

## CITY OF LAS VEGAS

### REGULAR CITY COUNCIL MEETING

**May 15, 2024–Wednesday– 5:30 p.m.**

San Miguel County Chambers  
500 W. National Avenue  
Las Vegas, NM 87701

#### **AGENDA**

*City Council Meetings are  
Available via YouTube*

[https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view\\_as=subscriber](https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber)

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
  - Appointment of Elmer Martinez to Lodger's Tax Board
  - Appointment of the following individuals to the Charter Commission:
    - Meredith Britt – Ward 3
    - Joseph Cruz – Ward 4
    - Matt Martinez – Municipal Judge's Recommendation
    - Ashley Arellanes – Mayor's Recommendation

David Ulibarri  
Councilor Ward I

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

Marvin Martinez  
Councilor Ward 4

**VIII. COUNCILORS' REPORTS**

**IX. POLICE CHIEF'S REPORT**

**X. FINANCE REPORT**

**XI. APPROVAL OF MINUTES (April 29, 2024)**

**XII. PRESENTATIONS /POSSIBLE DIRECTION(not to exceed 10-15 minutes)**

- Presentation by Philip Martinez, President of the Las Vegas – San Miguel Chamber of Commerce giving the first quarterly report for Fiscal Year 2024/2025.

**XIII. CONSENT AGENDA (The consent agenda is approved by a single motion. Any member of the Governing Body may request an item to be moved to Business Items at the request of any Councilor with approval of the Governing Body).**

None

**XIV. BUSINESS ITEMS**

**Conduct a Public Hearing for Business Items 1 through 4** (*Public comments can only be made in person for the public hearing*)

1. Approval to adopt Ordinance 24-01, amending Gas Ordinance 06-08 and Section 255-11 of the Municipal Code.

*Tim Montgomery, City Manager* The amendments pertain to payment, delinquencies and cut-offs. The City Council approved publication of Ordinance 24-01 at their meeting on April 10, 2024 and was published on our City website and in the Las Vegas Optic on April 19, 2024.

2. Approval to adopt Ordinance No. 24-02 amending Sewer Ordinance 05-12 and Section 340-53 of the Municipal Code.

*Tim Montgomery, City Manager* The amendments pertain to payment; delinquencies; liens; disconnections; billing month. The City Council approved publication of Ordinance 24-02 at their meeting on April 10, 2024 and was published on our City website and in the Las Vegas Optic on April 19, 2024.

3. Approval to adopt Ordinance No. 24-03 amending Water Ordinance 05-17 and Section 440-9 of the Municipal Code.

*Tim Montgomery, City Manager* The amendments pertain to payments; delinquencies; liens; disconnections. The City Council approved publication of Ordinance 24-03 at their meeting on

April 10, 2024 and was published on our City website and in the Las Vegas Optic on April 19, 2024.

4. Approval to adopt Ordinance No. 24-04 amending Solid Waste Ordinance 10-20 and Section 361-10 of the Municipal Code.

**Tim Montgomery, City Manager** The amendments pertain to services, rates and charges as well as the addition of Section 361-12, payments; delinquencies; liens; disconnections. The City Council approved publication of Ordinance 24-04 at their meeting on April 10, 2024 and was published on our City website and in the Las Vegas Optic on April 19, 2024.

5. Request approval for City Manager, Tim Montgomery to complete and submit all future non-risk loan applications with for FEMA projects that are ready for SB6 loans.

**Tim Montgomery, City Manager** Allowing the City Manager to move forward with all FEMA project applications would be more efficient than requesting Council's approval which would delay the loan process.

6. Request approval of Appropriation A23H2068-5 in the amount of \$21,389.99 from Aging & long Term Services.

**June Tafoya, Interim Community Services Director** This is Gap Funding (A22G-5346) for the purchase of equipment of 2 hot-shot delivery trucks. Additional funding was requested due to the cost of the vehicles from the time of Legislative request and final quote.

7. Request approval of Resolution 24-15, a City of Las Vegas budget adjustment for the 2023-2024 fiscal year.

**Morris Madrid, Finance Director** The City of Las Vegas is in need of making a budget adjustment in the 2023-2024 fiscal year budget to include:

- An expense increase to Fund 214 – Street Co-op/Projects in the amount of \$176,083 to correct the available budget carry forward from FY23 into FY24 for NMDOT University Project D19526.
- A revenue/expense increase to Fund 217 – Special Legislative Appropriations in the amount of \$91,000 for appropriations to Padilla Sports Complex 22-ZG1023-41.
- An expense increase to Fund 217 - Special Legislative Appropriations in the amount of \$4,814 to correct the available budget carry forward from FY23 into FY24 for ALTSD #A20E5280.
- A revenue/expense increase to Fund 217 – Special Legislative Appropriations in the amount of \$21,381.99 to purchase and equip vehicles for A23H2068-5.
- A revenue/expense increase to Fund 282 – Senior Citizens Center in the amount of \$6,000 for ALTSD NM Grown Fresh purchase of kitchen equipment.
- A revenue/expense increase to Fund 285 – FEMA Project 690381 in the amount of \$14,964,619 for debris removal within city limits.
- An expense increase to Fund 610 – Waste Water in the amount of \$55,000, an expense increase to Fund 620 – Natural Gas in the amount of \$90,000, an expense increase to Fund 630 – Solid Waste in

- the amount of \$55,000, and an expense increase to Fund 640 – Water in the amount of \$106,000 to correct and match administrative charges to the respective General Fund budgeted revenue accounts.

## **XV. EXECUTIVE SESSION**

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H) (2) Limited personnel matters: Discussion on the Professional Services contract for Police Chief. Pursuant to NMSA 1978, Section 10-15-1(D), (I), the Council may convene in a closed session upon motion of any Councilor and majority vote of the Council. Any closed session shall be limited to only those subjects announced prior to the vote to convene a closed session and those subjects properly placed on the agenda, thereby affording the general public notice of the subjects to be discussed. No votes shall be taken in closed session.

## **XVI. EXECUTIVE SESSION ACTION ITEMS**

1. Request approval of the Professional Service contract for Police Chief Caleb Marquez.

*Mayor David Romero* As per the Municipal Charter Section 5.06. Chief of Police. The Governing Body shall enter into a contract with the Chief of Police which shall establish, among other matters, compensation, benefits, duties and responsibilities.

## **XVII. ADJOURN**

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

**ATTENTION PERSONS ATTENDING COUNCIL MEETING:** By entering the County Chambers you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas website and to be broadcast on YouTube.

**NOTE:** A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from Utilities, Office of the City Clerk, 905 12<sup>th</sup> Street, Las Vegas, NM 87701 or the City's website at [www.lasvegasnm.gov](http://www.lasvegasnm.gov)



**POLICE DEPARTMENT**  
**Chief Caleb Marquez**

**MONTHLY REPORT**  
**April 2024**

**OPERATIONAL UPDATE(S):**

**I. Field Operations Division (Patrol) dates from April 01 thru 30, 2024.**

- a. 195 Traffic Citations
- b. 4 Non-Traffic Citations
- c. 18 Parking Citations
- d. 38 Arrests Made
- e. 11 Burglary calls 6 offense incident reports made from the 11 burglary calls
- f. 5 Animal Control
- g. 1253 Calls for Service

**II. Communication Division (Dispatch) From April 01 thru 30, 2024.**

- 1. 950 incoming calls for Police Department
  - 2. 91 incoming calls for Fire Department
  - 3. 166 incoming calls for AMR Medic
  - 4. 102 Animal Control incoming calls for service
  - 5. 33 incoming On-call for City service
  - 6. 638 incoming calls for 9-1-1
- ❖ Assigned Communication personnel participated in Autism Awareness walk on April 20, 2024
  - ❖ Assigned Communication personnel participated in the Child Abuse Prevention day on April 20, 2024
  - ❖ Assigned Communication personnel participated in the Public Safety test (recruitment) on April 27, 2024.



**POLICE DEPARTMENT**  
**Chief Caleb Marquez**

**III. Animal Care Center stats from April 01 thru 30, 2024.**

	<u>Dogs</u>	<u>Cats</u>	<u>Total</u>
<b>Beginning Shelter count 4/1/2024</b>	<b>76</b>	<b>21</b>	<b>97</b>
❖ <u>Intake from Public (Live Dogs &amp; Cats only)</u>	28	18	46
❖ <u>Adoptions</u>	7	7	14
❖ <u>Outgoing Transfers to Organizations outside Community /Coalition</u>	15	11	26
❖ <u>Return to owner/Guardian</u>	5		5

**Dogs & Cats Euthanized**

❖ <u>Healthy (owner request Euthanasia)</u>	4		4
❖ <u>Treatable &amp; Manageable</u>	6		6

1. 17 animals total brought in by Animal Control
  - a. 16 from PD Animal Control
  - b. 1 from County Animal Control
2. 15 animals were born in ACC care
3. 2 animals were returned adoptions
4. 3 were brought in by the public
5. 26 animals were transferred to other rescue shelters-
  - a. 15 dogs
  - b. 11 cats
6. 8 were surrendered by their owners on an emergency basis
7. 14 adoptions were taken place
  - a. 7 cats
  - b. 7 dogs
8. 2 animals died due to medical conditions
  - a. 2 kittens
9. 5 dogs were returned to their owners

Live release rate is down 92% to 81.2%-a total of 10 euthanasias were done on all dogs.



**POLICE DEPARTMENT**  
**Chief Caleb Marquez**

**April Events:**

On April 05, 2024 Animal Care Staff attended the screening of a documentary called the Deadly link which investigates the link between domestic violence and animal abuse in support of local animal related non-profit organizations.

**Upcoming Events for May:**

- ❖ May 7th - Finals Week for NMHU - shelter dogs at Melody Park
- ❖ May 16th - Conference on the Connection between Animal Abuse/Cruelty and Other Violent Behavior -(Shelter will have a small presentation)
- ❖ May 18th-19th - Annual Fearful Feral Dog Workshop in partnership with Friends of San Miguel County Animals - (Attendees come from across the country to attend this workshop held at the shelter every year)

**IV. Information Division (Records) numbers only reflect items processed from April 01 thru 30, 2024.**

- a. 100 Offense Incident Reports closed
- b. 18 Traffic accident reports closed
- c. 269 Citations were entered
- d. 135 Customers attended
- e. 235 Documents Scanned
- f. 15 City of Las Vegas IPRA's Completed

**Information Division (Records) continuing to work on:**

- o Indexing 2013-2017 reports for destruction order 2023
- o Attended Case Management Training
- o Started Training New Employee

**V. Street Crimes- Investigations/Narcotics/Evidence Sections for the month of April 01 thru 30, 2024.**

**Street Crimes Unit Cases:**

- a. 17 Assigned Cases (Investigated for follow-up)
- b. 46 Self Initiated
- c. 13 Arrests Made
- d. 12 Closed Cases



**POLICE DEPARTMENT**  
**Chief Caleb Marquez**

**Evidence Seized by Investigators**

- a. 1 Fentanyl pill
- b. 15 Other Prescription Pills
- c. 3 Suboxone Strips

**Meetings attended by Street Crimes Unit:**

- ☐ District Court
- ☐ Magistrate Court
- ☐ Safe House Interviews
- ☐ MDT Meetings

**VI. Evidence Seized by Agents/Investigations/Police Officers throughout the month of April 01 thru 30, 2024.**

**Evidence:**

- a. 59 Evidence Cases In
  - b. 110 Evidence Items Turned In
  - c. 4 Items Property Released
  - d. 30 Cases at NMDPS Lab/Cases at APD Lab 3
  - e. 3 Cases at NMRCFL
  - f. 4 Firearm Seized (Patrol)
  - g. 2 Grams Methamphetamine (Patrol)
  - h. 2 Strips of Suboxone (Patrol)
  - i. 27 IPRA Request CD-R/DVD-R
  - j. 5 Pills Fentanyl
  - k. 2 Grams methamphetamine
- ❖ Detectives answered 50 calls for service during the month of April. April stats do not include Detective Fasanella. Detectives are working an operation for recent commercial burglaries, this operation is for the month of April and May.





**POLICE DEPARTMENT**  
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**VII. Travel/Training for the month of April 01 thru 30, 2024.**

**Travel/Training attended:**

**INFORMATION ONLY TRAVEL -**

- ☐ Police Department had four (4) information travel for the month of April
- ☐ Animal Care Center had six (6) information travel for the month of April

**Training:**

- ☐ A Department/Supervisors meeting was conducted on April 02, 2024
- ☐ AXON installation on police units occurred on April 9-10, 2024
- ☐ IR8000 was conducted on April 14, 2024
- ☐ Safety Training on Bloodborne Pathogens was conducted on April 18, 2024

**VIII. Recruiting & Vacancies for the month of April 01 thru 30, 2024.**

**Recruitment:**

Lieutenant David Lautalo has put together an Active Recruitment list for the month of April 2024.

- ☐ **Police Officers-** Five (11) applicants are interested in the vacant position of police officer.
- ☐ **Communication Specialist-** Six (6) applicants are interested in the vacant positions of Communication Specialist (Dispatcher).

Several applicants were contacted and were emailed the LVPD packets/application. Several applicants were removed from the recruitment list due to no communication with the recruitment and/or disclosed other employment accepted.

During the month of April 2024, we attended the Hiring Event on April 25, 2024 at the Abe Montoya Recreation Center. We did receive one (1) inquiry for a police officer and six (6)



**POLICE DEPARTMENT**  
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inquiries for Communications/Dispatchers.

The Police Department hosted a Public Safety Open Test with the Fire Department of Las Vegas on April 27, 2024 at 0900 hours. The event was advertised via flyers that were posted/handed out, radio media and shared via social media. At this event we tested two (2) individuals for a police officer position.

**IX. Community Events where officers assisted with traffic control or participated on the event:**

- ☐ City of Las Vegas Little League Opening Ceremony April 6, 2024
- ☐ Autism Awareness Walk April 20, 2024 8:00a-9:00a
- ☐ Child Abuse Prevention Event April 20, 2024 12:00p-3:00p
- ☐ City-Wide Job Fair April 25, 2024 9:00a-5:00p
- ☐ Public Safety Open Test Event April 27, 2024 8:30a-5:00p
- ☐ DEA National Prescription Drug Take Back Day 10:00a-2:00p

**Vacancies as of April 2024:**

- a. 2 Police Lieutenant (Field Ops)
- b. 1 Police Sergeant (Field Ops)
- c. 1 Police Sergeant (Investigations)
- d. 1 Investigator
- e. 1 Narcotics Agent Sergeant(supervisor)
- f. 1 Narcotics Agent
- g. 13 Police Officers
- h. 3 Communication Specialist (Dispatcher) full time
- i. 2 Communication Specialist (Dispatcher) Part- time
- j. 1 Communications Manager
- k. 2 Animal Control Officer
- l. 1 Community Service Aide
- m. 1 Full-time Animal Care Tech (Animal Care Center)

**Total: 30 vacancies**

**GENERAL FUND REVENUE COMPARISON  
THRU APRIL 30, 2024 .83% YEAR LAPSED (10 of 12 months)  
FISCAL YEAR 2024**

*Total Budget to Actual Comparison*

	A	B	C	D	E	G (E/B) FY 2024
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	
PROPERTY TAX	1,902,979	1,530,000	1,275,000	1,273,361	1,321,617	86%
GROSS RECEIPT TAX 1.225	4,602,302	4,720,000	3,933,333	3,933,020	4,309,967	91%
FRANCHISE TAX	972,317	900,000	750,000	738,558	683,332	76%
GROSS RECEIPT TAX .75	3,175,102	3,100,000	2,583,333	2,579,030	2,826,208	91%
1/8 INFRASTRUCTURE	482,269	500,000	416,667	407,725	444,915	89%
GRT .25 (JAN 2011)	1,698,315	1,300,000	1,083,333	1,083,879	1,160,082	89%
INTERSTATE TELECOM/COMP TAX	0	0	0	138,756	83,957	#DIV/0!
LICENSE & FEES	81,674	64,000	53,333	50,305	73,134	114%
INTERGOVERNMENTAL	92,694	85,000	70,833	68,814	67,906	80%
LOCAL-FINES	137,559	121,000	100,833	64,024	74,410	61%
LOCAL-MISC	2,261,547	2,235,663	1,863,053	1,738,730	2,213,606	99%
<b>TOTAL</b>	<b>15,406,758</b>	<b>14,555,663</b>	<b>12,129,719</b>	<b>12,076,202</b>	<b>13,259,134</b>	<b>91%</b>

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

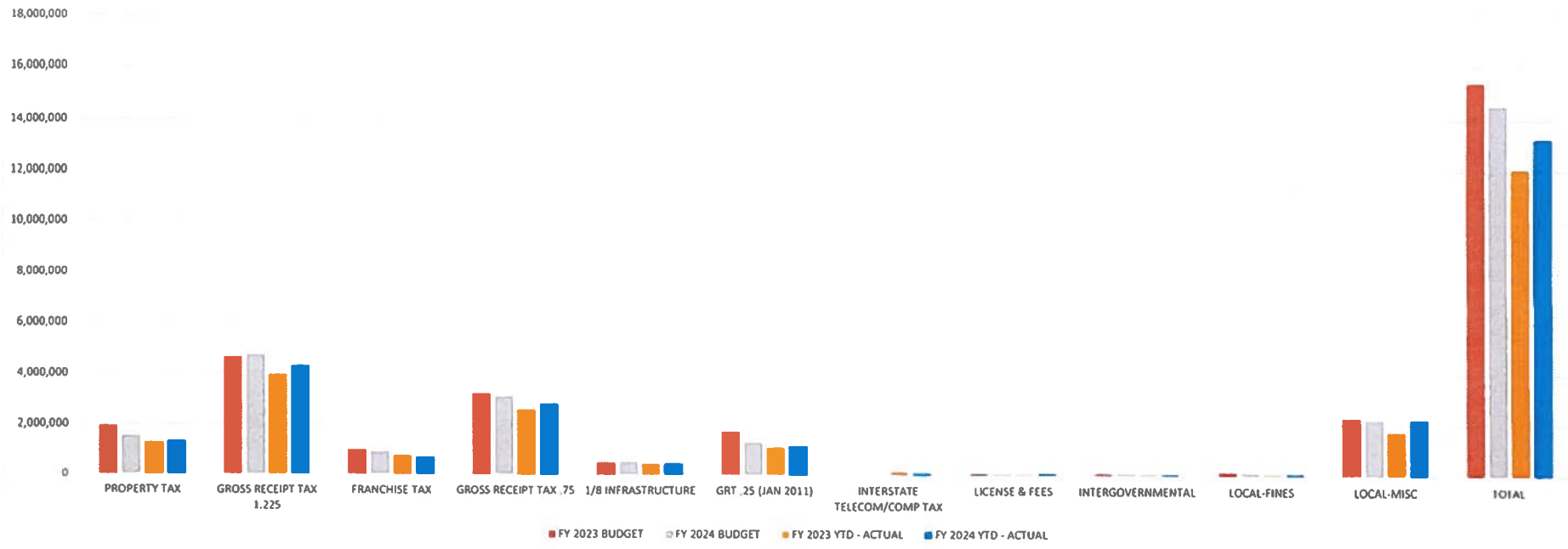
**FISCAL YEAR 2024**

*Total Budget to Actual Comparison*

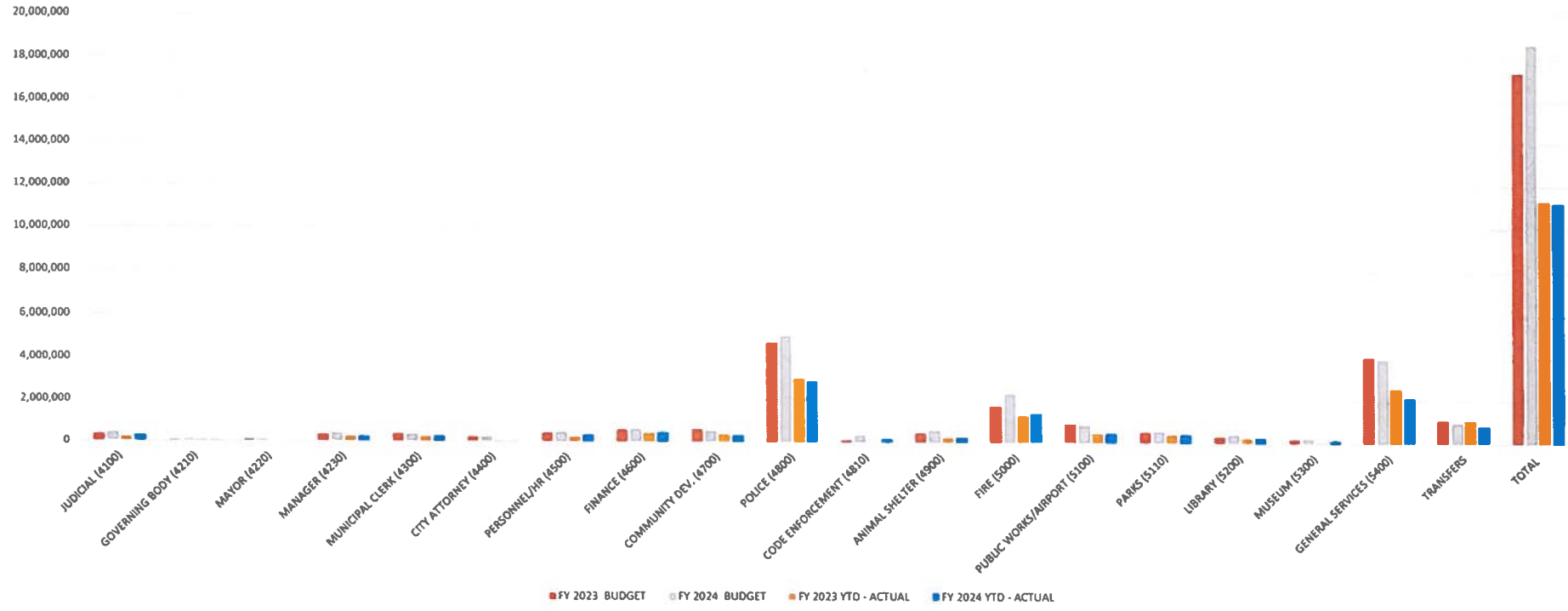
	A	B	C	D	E	F
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.
JUDICIAL (4100)	353,638	428,159	356,799	209,389	291,478	136,681
GOVERNING BODY (4210)	65,264	66,870	55,725	49,385	45,588	21,282
MAYOR (4220)	87,975	83,882	69,902	10,398	16,877	67,005
MANAGER (4230)	357,321	371,780	309,817	253,118	247,518	124,262
MUNICIPAL CLERK (4300)	389,766	329,540	274,617	249,978	267,043	62,497
CITY ATTORNEY (4400)	238,356	238,748	198,957	60,843	45,680	193,068
PERSONNEL/HR (4500)	452,666	468,198	390,165	265,644	344,140	124,058
FINANCE (4600)	636,982	643,295	536,079	441,461	488,825	154,470
COMMUNITY DEV. (4700)	645,050	555,983	463,319	383,008	347,699	208,284
POLICE (4800)	4,692,127	5,057,092	4,214,243	2,991,825	2,875,450	2,181,642
CODE ENFORCEMENT (4810)	126,509	360,177	300,148	13,534	181,372	178,805
ANIMAL SHELTER (4900)	474,167	586,559	488,799	253,745	294,451	292,108
FIRE (5000)	1,727,799	2,322,392	1,935,327	1,257,168	1,378,131	944,261
PUBLIC WORKS/AIRPORT (5100)	892,831	871,430	726,192	480,056	497,954	373,476
PARKS (5110)	546,837	574,355	478,629	408,032	428,174	146,181
LIBRARY (5200)	328,032	432,142	360,118	245,723	271,990	160,152
MUSEUM (5300)	203,387	250,653	208,878	48,031	152,516	98,137
GENERAL SERVICES (5400)	4,029,967	4,001,525	3,334,604	2,550,791	2,172,607	1,828,918
TRANSFERS	1,099,309	1,024,309	853,591	1,099,309	853,358	170,951
<b>TOTAL</b>	<b>17,347,983</b>	<b>18,667,089</b>	<b>15,555,908</b>	<b>11,271,438</b>	<b>11,200,853</b>	<b>7,466,236</b>

Surplus to Date      2,058,281

### GENERAL FUND REVENUE



### GENERAL FUND EXPENSE



**ENTERPRISE FUNDS-REVENUE COMPARISON  
THRU APRIL 30, 2024 .83% YEAR LAPSED (10 of 12 months)  
FISCAL YEAR 2024**

**Total Budget to Actual Comparison**

	A	B	C	D	E	G (E/B) %
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	BUDGET
WASTE WATER (610)	3,921,800	3,321,800	2,768,167	2,897,087	2,550,442	77%
NATURAL GAS (620)	8,037,000	8,037,000	6,697,500	6,594,891	5,163,315	64%
SOLID WASTE (630)	3,705,400	3,440,900	2,867,417	2,970,597	2,977,525	87%
WATER (640)	5,884,220	5,941,591	4,951,326	4,086,386	3,771,814	63%
<b>Total of Enterprise Funds</b>	<b>21,548,420</b>	<b>20,741,291</b>	<b>17,284,409</b>	<b>16,548,962</b>	<b>14,463,096</b>	<b>70%</b>

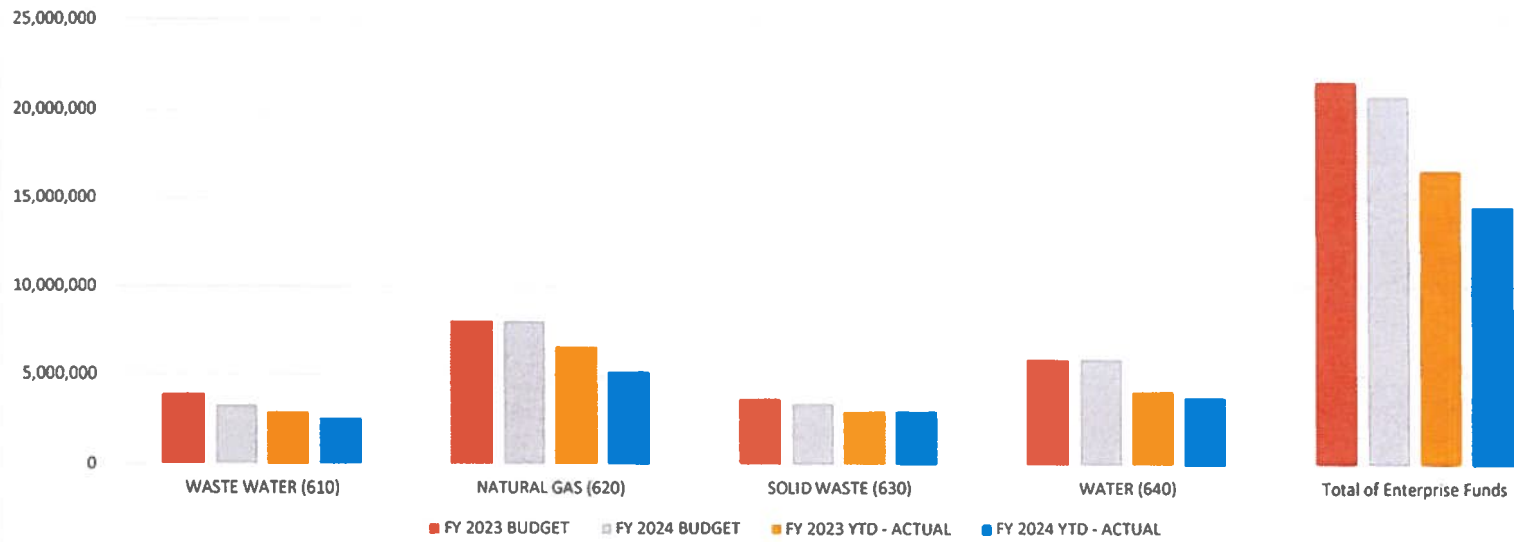
**ENTERPRISE FUNDS-EXPENDITURES COMPARISON  
THRU APRIL 30, 2024 .83% YEAR LAPSED (10 of 12 months)  
FISCAL YEAR 2024**

**Total Budget  
to Actual  
Comparison**

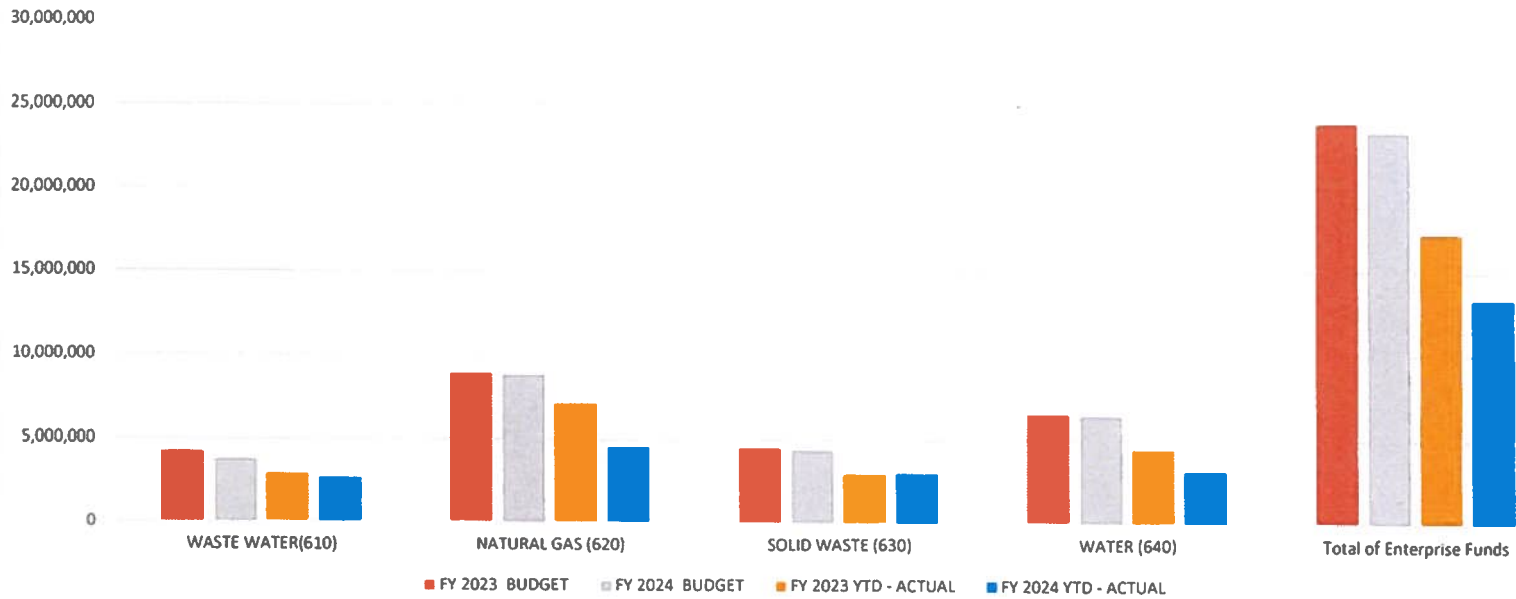
	A	B	C	D	E	F	H (E/B) %
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	VAR. BUDGET
WASTE WATER(610)	4,205,635	3,786,266	3,155,222	2,920,400	2,668,391	1,117,875	(117,949) 70%
NATURAL GAS (620)	8,815,688	8,788,237	7,323,531	7,033,877	4,517,143	4,271,094	646,172 51%
SOLID WASTE (630)	4,468,402	4,383,168	3,652,640	2,935,996	3,002,689	1,380,479	(25,165) 69%
WATER (640)	6,442,186	6,437,218	5,364,348	4,424,937	3,146,213	3,291,005	625,601 49%
<b>Total of Enterprise Funds</b>	<b>23,931,911</b>	<b>23,394,889</b>	<b>19,495,741</b>	<b>17,315,210</b>	<b>13,334,437</b>	<b>10,060,452</b>	<b>1,128,659 57%</b>

Surplus to Date            1,128,659

### ENTERPRISE REVENUE



### ENTERPRISE EXPENSE



**RECREATION DEPARTMENT-REVENUE COMPARISON  
THRU APRIL 30, 2024 .83% YEAR LAPSED 10 of 12 months)  
FISCAL YEAR 2024**

	A	B	C	D	E	G (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	% REV
WELLNESS CENTER	120,000	120,572	100,477	57,356	59,189	49%
OPEN SWIM	15,000	15,000	12,500		5,189	35%
YABL/ADULT BASKETBALL	25,000	100,000	83,333		31,238	31%
SUMMER FUN PROGRAM	120,000	0	0	36,144	9,326	#DIV/0!
RECREATION-OTHER	67,500	118,500	98,750	3,241	24,307	21%
GEN FUND TRANSFER	420,686	420,686	350,572	420,686	350,431	83%
<b>TOTAL</b>	<b>768,186</b>	<b>774,758</b>	<b>581,069</b>	<b>517,427</b>	<b>479,680</b>	<b>62%</b>

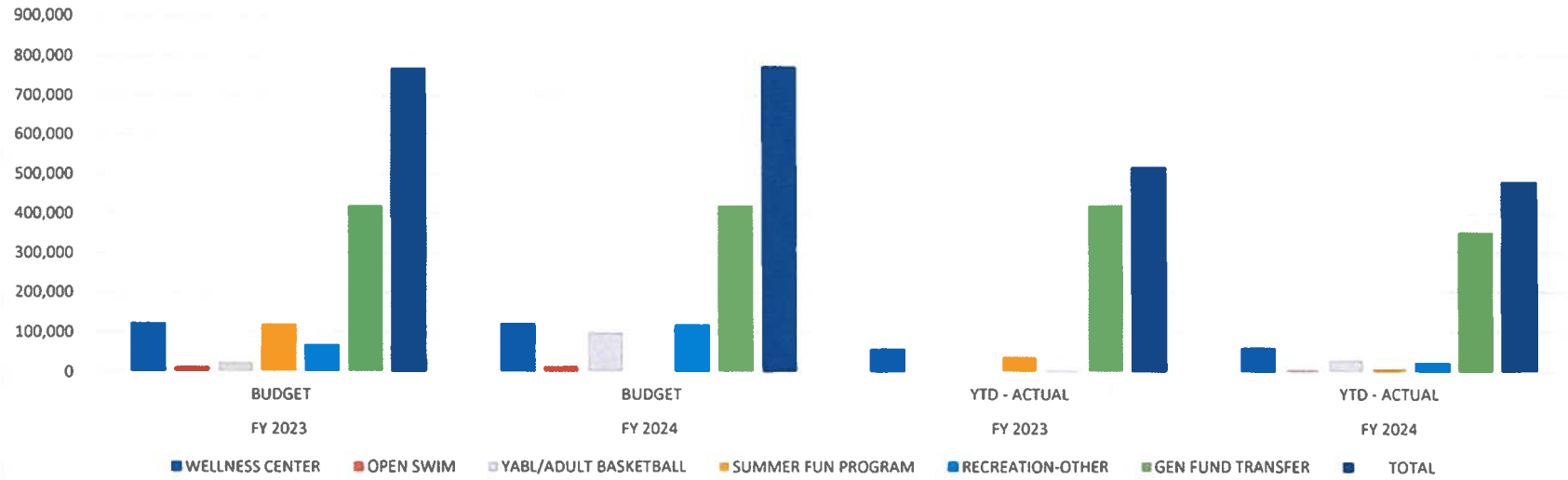
129,248

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON  
THRU APRIL 30, 2024 .83% YEAR LAPSED 10 of 12 months)  
FISCAL YEAR 2024**

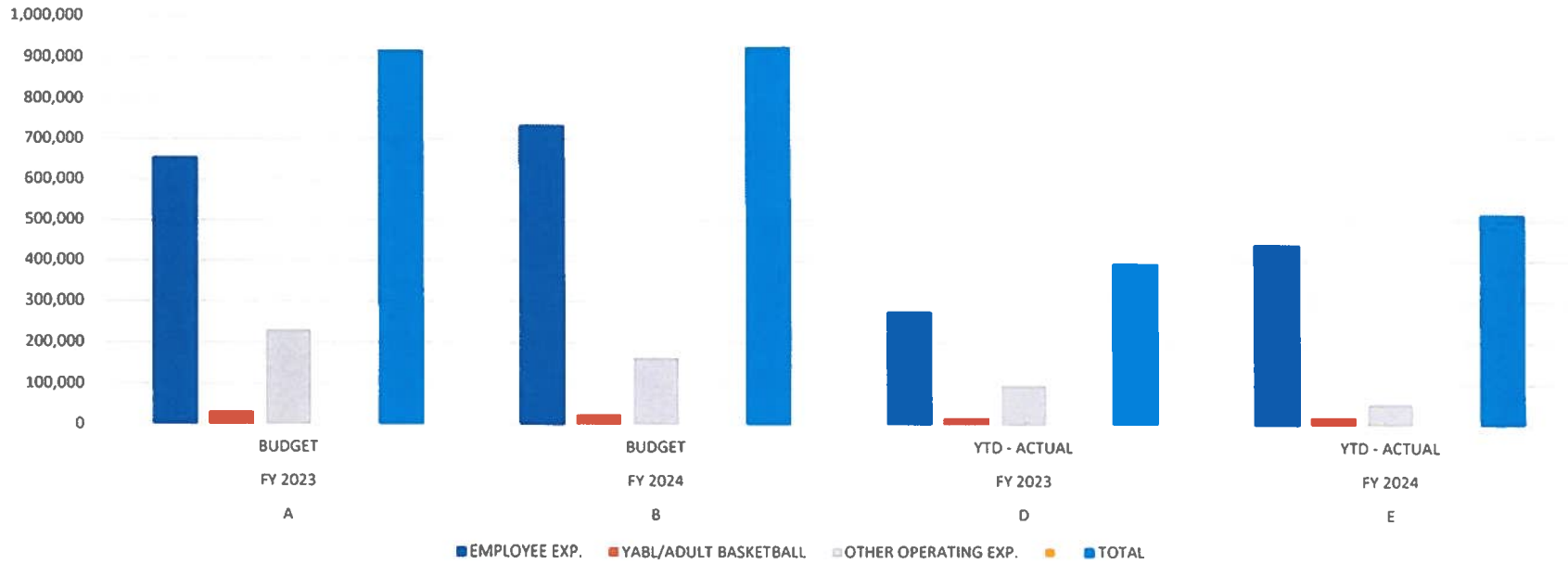
	A	B	C	D	E	F	H (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
EMPLOYEE EXP.	654,420	734,694	612,245	274,172	440,074	294,620	60%
YABL/ADULT BASKETBALL	32,500	26,100	21,750	18,202	21,017	5,083	81%
OTHER OPERATING EXP.	231,500	164,750	137,292	99,542	54,286	110,464	33%
			0	0			
<b>TOTAL</b>	<b>918,420</b>	<b>925,544</b>	<b>771,287</b>	<b>391,915</b>	<b>515,377</b>	<b>410,167</b>	<b>56%</b>

Deficit to date (35,697)

### RECREATION CENTER REVENUE



### RECREATION CENTER EXPENSE





**LODGERS TAX PROMOTION - REVENUE COMPARISON  
THRU APRIL 30, 2024 .83% YEAR LAPSED (10 of 12 months)  
FISCAL YEAR 2024**

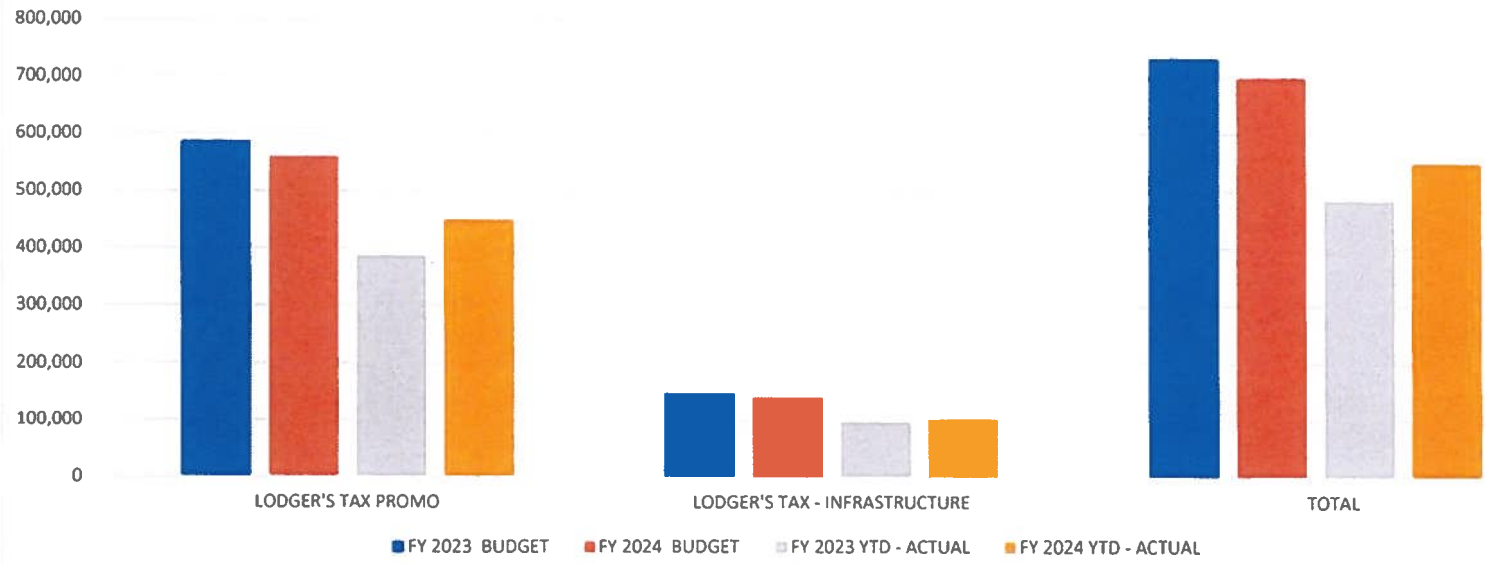
	A	B	C	D	E	G (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	% REV
LODGER'S TAX PROMO	586,400	560,000	466,667	386,551	448,899	80%
LODGER'S TAX - INFRASTRUCTURE	146,600	140,000	116,667	96,638	100,672	72%
<b>TOTAL</b>	<b>733,000</b>	<b>700,000</b>	<b>583,333</b>	<b>483,188</b>	<b>549,571</b>	<b>79%</b>

**LODGERS TAX PROMOTION - EXPENDITURE COMPARISON  
THRU APRIL 30, 2024 .83% YEAR LAPSED (10 of 12 months)  
FISCAL YEAR 2024**

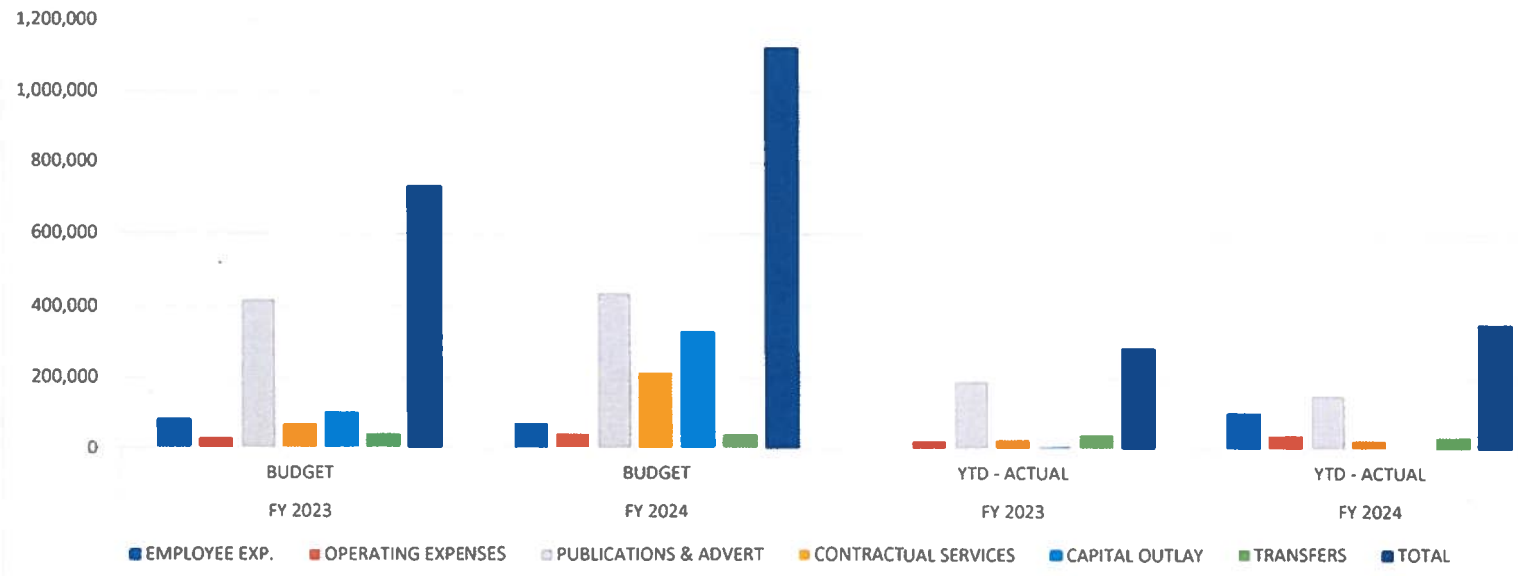
	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
EMPLOYEE EXP.	80,700	66,992	55,827	0	100,527	(33,535)	0%
OPERATING EXPENSES	29,000	40,600	33,833	22,340	38,664	1,936	95%
PUBLICATIONS & ADVERT	417,300	437,000	364,167	191,605	152,611	284,389	35%
CONTRACTUAL SERVICES	66,000	212,400	177,000	25,000	24,500	187,900	12%
CAPITAL OUTLAY	100,000	328,008	273,340	5,804	0	328,008	0%
TRANSFERS	40,000	40,000	33,333	40,000	33,320	6,680	83%
<b>TOTAL</b>	<b>733,000</b>	<b>1,125,000</b>	<b>937,500</b>	<b>284,749</b>	<b>349,623</b>	<b>775,377</b>	<b>31%</b>

Surplus to date            199,948

### LODGER'S TAX REVENUE



### LODGER'S TAX EXPENSE



**CANNABIS - REVENUE COMPARISON**  
**THRU APRIL 30, 2024 .83% YEAR LAPSED (10 of 12 months)**  
**FISCAL YEAR 2024**

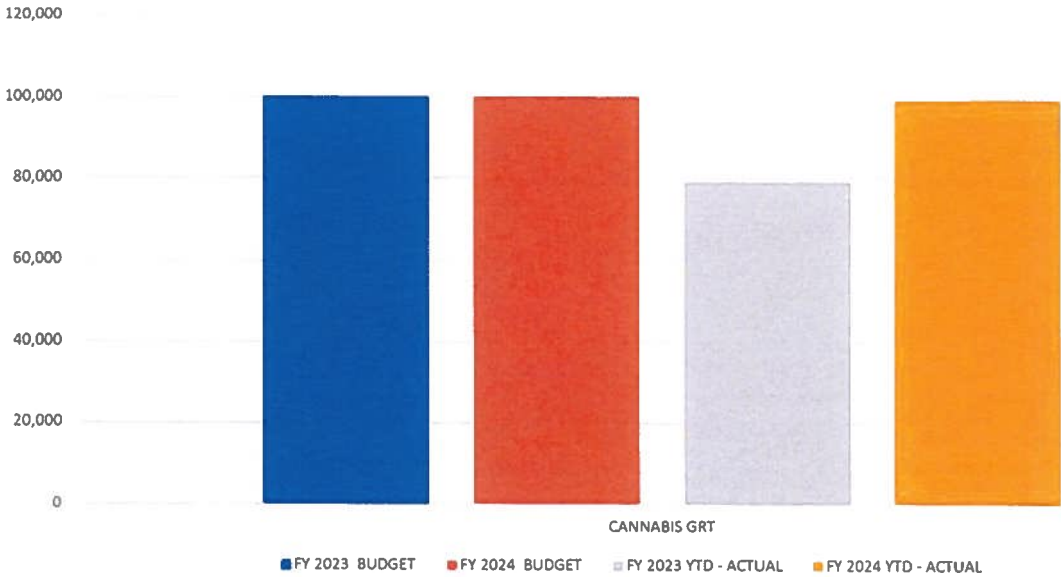
	A	B	C	D	E	G (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	% REV
CANNABIS GRT	100,000	100,000	83,333	79,097	99,104	99%
CANNABIS - CD	0	0	0	0	7,800	#DIV/0!
CANNABIS - PD	0	0	0	0	300	#DIV/0!
<b>TOTAL</b>	<b>100,000</b>	<b>100,000</b>	<b>83,333</b>	<b>79,097</b>	<b>107,204</b>	<b>107%</b>

**CANNABIS - EXPENDITURE COMPARISON**  
**THRU APRIL 30, 2024 .83% YEAR LAPSED (10 of 12 months)**  
**FISCAL YEAR 2024**

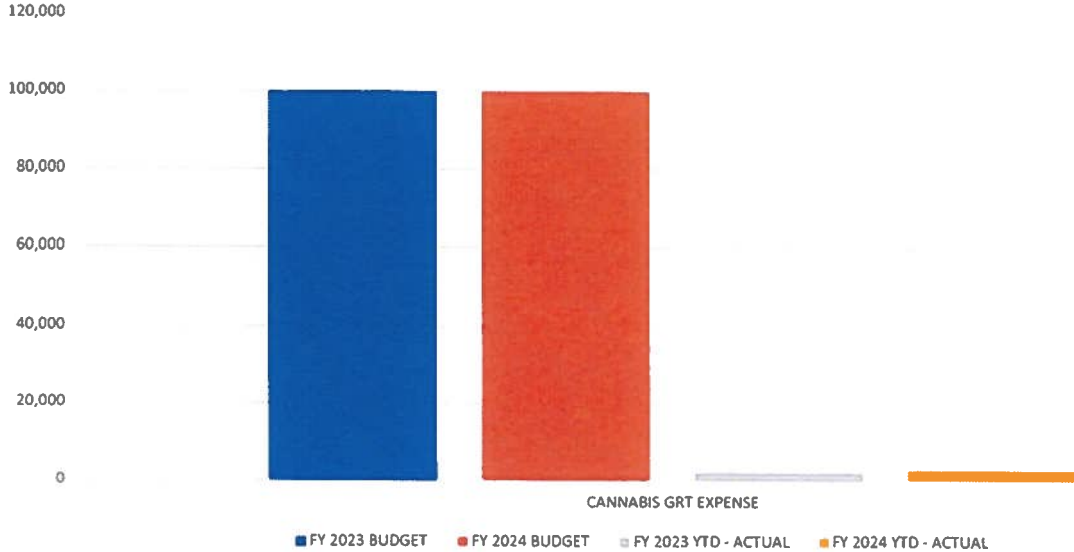
	A	B	C	D	E	F	H (E/B) %
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	BDGT
CANNABIS GRT EXPENSE	100,000	100,000	83,333	2,373	2,687	97,313	3%
<b>TOTAL</b>	<b>100,000</b>	<b>100,000</b>	<b>83,333</b>	<b>2,373</b>	<b>2,687</b>	<b>97,313</b>	<b>3%</b>

Surplus to Date      104,517

### CANNABIS REVENUE



### CANNABIS EXPENSE



**MINUTES OF THE CITY OF LAS VEGAS GOVERNING BODY/DIRECTORS RETREAT  
MEETING HELD ON MONDAY, APRIL 29, 2024 AT 12:00 P.M. AT THE CASTANEDA.**

**MAYOR:** David Romero

**COUNCILORS:** Marvin Martinez  
Barbara Casey *Absent*  
Michael L. Montoya  
David Ulibarri

**ALSO PRESENT:** Tim Montgomery, City Manager  
Casandra Fresquez, City Clerk  
Caleb Marquez, Sergeant at Arms

LUNCH - 12:00 P.M. TO 1:00 P.M.

**CALL TO ORDER**

Mayor Romero called the meeting to order at 1:00 PM.

**ROLL CALL**

**APPROVAL OF AGENDA**

Councilor Montoya made a motion to approve the agenda as presented. Councilor Martinez seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

City Clerk Fresquez advised the motion carried.

**PUBLIC INPUT**

There was no public input.

## **APPROVAL OF MINUTES**

Councilor Martinez made a motion to approve the minutes from April 10, 2024. Councilor Ulibarri seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

City Clerk Fresquez advised the motion carried.

## **WELCOME/INTRODUCTION BY MAYOR DAVID ROMERO**

Mayor Romero thanked everyone for attending the meeting and for working together as a team.

Councilor Montoya welcomed Finance Director Morris Madrid and advised that his background consisted of previously being the Finance Director, a City Manager and a City Councilman.

Mayor Romero thanked City Manager Tim Montgomery for the foundation he brought.

City Manager Montgomery advised that they are all working towards the same thing which is moving the City forward.

## **RETREAT OVERVIEW AND OBJECTIVES**

Facilitator: Geno Zamora, Ortiz & Zamora Law Firm, City's legal counsel discussed his background/experience.

## **RETREAT PROGRAM**

1. **Governing Body and Administration Training**
  - Transparency
  - Ethics
  - Effective Governance

Mr. Zamora discussed the following; reasons for having an Open Meetings Act, no rolling quorums and agenda requirements such as agendas posted within 72 hours.

Councilor Montoya advised that there was a resolution that was passed regarding the Order of Business for agendas. Councilor Montoya asked if there weren't any Consent Agenda items listed would the title Consent Agenda still need to be placed on the agenda and if they could move items to the Consent Agenda from Business Items.

Mr. Zamora advised that it was a good practice that Council agreed on the order of the agenda. Mr. Zamora advised that he would leave the place holder for Consent Agenda and if there weren't any items they would state none. Mr. Zamora advised that the order of the agenda would only be for Regular meetings and not for Special meetings.

City Clerk Fresquez asked if Business Items could be moved to the Consent Agenda.

Mr. Zamora advised that he wouldn't recommend that because Consent Agenda items are not discussed and are usually approved all at once. Mr. Zamora advised that it would be problematic moving items into the Consent Agenda due to less information being discussed.

Mr. Zamora discussed the following; emergency meetings only for unforeseen circumstances such as injury or damage to persons or property or substantial financial loss and requirements for minutes.

Mayor Romero asked about needing to have YouTube videos of Council meetings available after the official minutes have been approved.

Mr. Zamora advised that videos could be a good thing along with posting approved minutes on the City's website. Mr. Zamora discussed the following requirements for going into executive session; must state the subject with reasonable specificity and the subject must be listed on the agenda within 72 hours.

Councilor Montoya asked during executive session if there should not be any phone communication, notes taken and no recording allowed.

Mr. Zamora advised no recordings should be done and recommended no notes be taken. Mr. Zamora advised that executive session was a privilege of the board and everyone else is invited in such as, the City Manager, the City Attorney and the City Clerk. Mr. Zamora advised that people get nervous with telephonic/zoom attendance because they don't know who else is in the room listening. Mr. Zamora advised that if someone is attending by zoom, have that person state that no one is in the room with them or listening and they are not recording what is being said. Mr. Zamora discussed the following; public comment, side discussions during a meeting recess, OMA enforcement/penalties by the Attorney General, infrequent virtual attendance and the importance of deadlines regarding departments turning in items for the agenda.

Councilor Martinez asked who could contact Mr. Zamora if there were any problems.

Mr. Zamora advised that the Governing Body hires legal counsel and they also work with the City Manager. Mr. Zamora advised that he also sometimes works with staff but the City Manager is aware of it. Mr. Zamora advised that typical protocols are Council reaching out to the Mayor asking if they could contact legal counsel. Mr. Zamora discussed the following; Inspection of Public Records Act, IPRA response timelines, personal cell phones vs city issued cell phones and IPRA penalties/litigation.

Interim Utilities Director Travis Martinez asked how far back an IPRA could go.

Mr. Zamora advised to follow the records retention schedule and if you have the information then you would provide it and if not, you would state it was disposed of after 10 years depending on the records retention schedule. Mr. Zamora discussed the following; NM Governmental Conduct Act, full disclosure of potential conflict of interests, prohibited political activities, National Day of Prayer, Moment of Silence during a Council meeting, Official Acts for Personal Financial Interest prohibited, soliciting donations vs accepting donations, and Code of Conduct.



Mr. Zamora discussed the following; the Governing Body's Roles, Powers and Duties, the Governing Body's Procedures, Mayor's Powers and Duties, City Manager's Powers and Duties, City Appointees and Directors Duties, Characteristics of an effective Governing Body, Strategic Planning, Communicating with the community and City Manager prioritizing issues received by the Governing Body without getting overwhelmed.

Councilor Montoya asked department directors to speak on any challenges they were facing.

Department directors advised that they were struggling with being short staffed and clear communication.

Councilor Martinez advised that one big issue is the rate of pay which makes it hard to keep people employed at the City and also bringing in new people.

HR Director Darlene Arguello advised that salary was only one issue out of several other issues.

Mayor Romero advised that they all need to be open and trust each other so they are all on the same page.

**ADJOURN**

Councilor Montoya made a motion to adjourn.

Meeting adjourned at 5:17 PM.

---

Mayor David Romero

ATTEST:

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Casandra Fresquez, City Clerk



**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** May 15, 2024

**Date Submitted:** 5/3/24

**Department:** Community Development

**Item/Topic:** Presentation by Philip Martinez, President of the Las Vegas - San Miguel County Chamber of Commerce giving the first quarterly report for Fiscal Year 2024/2025.

**Fiscal Impact:**

**Attachments:** Chamber of Commerce Report and Contract #4054-24

**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.**

Approved For Submittal By:

Reviewed By:

\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

**CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN**

**Resolution No.** \_\_\_\_\_  
**Ordinance No.** \_\_\_\_\_  
**Contract No.** \_\_\_\_\_  
**Approved** \_\_\_\_\_

**Continued To:** \_\_\_\_\_  
**Referred To:** \_\_\_\_\_  
**Denied** \_\_\_\_\_  
**Other** \_\_\_\_\_



## **Exhibit A**

### **Proposal for Scope of Services for the Las Vegas San Miguel County Chamber of Commerce for February 2024 to February 2025**

#### **A. Services Provided by LVSM Chamber of Commerce**

The LVSM Chamber has assisted in daily operations, tourist and relocation requests, record keeping and various other duties since August 2020. The operations and designated times have fluctuated due to CLV reorganization and staffing. We would like to offer the following solutions:

1. Full time operation of the City of Las Vegas' Visitor Center with additional LVSM Chamber staff Monday through Sunday, 8am to 5pm including lunch hours to equal 3,276 hours yearly
2. Mirror the CLV Visitor's Center Clerk Job Description in order to remain consistent with the CLV requirements and vision of the purpose of the Visitor's Center
3. Increase outreach to local businesses to make sure those that want to be represented at the Visitor's Center will be represented
  - Visitors consistently come in daily for information about the city
  - Peak times are around holidays, March through December and train arrival times, 12:15pm and 2:15pm
  - Common questions are places to eat, places to stay (hotel, RV camp, licensed Airbnb's, history of the area, Montezuma Hot Springs availability)
4. Continue to keep records of Tourists, location of hometown and purpose of visit
5. Keep Visitor's Center stocked with appropriate information for the City of Las Vegas businesses such as hotels, restaurants, stores, shops, campgrounds, walking tours, etc.
6. Make sure that the information the Visitor's Center clerks provide in handouts, pamphlets and verbally is updated and current and Visitors are given correct and valid information in which they can navigate knowledgeably throughout Las Vegas, thus, enjoying their stay
7. Coordinate and distribute the appropriate information as requested for both Tourist packets and Relocation packets
  - Tourist packets contain Walking Tour guides, Restaurant, Hotel and Bar information, state parks information and tourist sites, etc.

## Las Vegas - San Miguel Chamber of Commerce

P. O. Box 128

505-429-2436

Las Vegas, NM 87701

[lvsmchamberofcommerce@gmail.com](mailto:lvsmchamberofcommerce@gmail.com)



- Relocation packets contain Real Estate information, Rental Information, Educational Institution information, Walking Tour guides, Census information, etc.
- 8. Continue to work with Community Development in mailing out Visitor's Center Packets (Postage)
- 9. Assist City of Las Vegas with research and grant information for Film Production Studio and Las Vegas Film Museum.
- 10. Prepare and deliver quarterly reports along with the invoices per the dates in paragraph 3B of the contract.
- 11. The City requests a non-voting position on the Board of Directors, to be appointed by the Mayor, for the duration of this contract.

### **B. Promotion of Chamber Members, New Businesses, Events and Non-profits**

The Chamber promotes City, County, Educational, Nonprofit and Regional events via radio, social media and eblasts as well as new businesses that approach the Chamber.

1. Provide Ribbon Cuttings for Grand openings or Grand Re-Openings, keep both City and County Officials informed as well as dissemination of the event and posting a Facebook Live video or pictures for business promotion
2. Collaborate and/or support the City of Las Vegas Economic Development Plan and Goal oriented Community Economic Development meetings
3. Continue to promote new businesses, City, County and regional events via radio, social media and eblasts
4. Collaborate with Community Development regarding new business licenses in offering Ribbon Cuttings and promotion to include social media, email blasts and radio program
5. Create a social media page similar to "Albuquerque Business First" to promote vacant buildings with a story and specs of the building as well as sharing on LVSMCC website and email blasts.
6. Plan and execute at least 2 events that will bring tourists to Las Vegas
7. Apply for Lodger's Tax Funding for tourist related events

### **C. Economic Development Initiatives**

The Chamber works with numerous organizations and officials to facilitate and promote job creation, economic development opportunities for property owners, small business owners and individuals. The Chamber has taken the lead and fiscal responsibility in the creation of a joint



**Las Vegas - San Miguel Chamber of Commerce**  
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County and City Film Commission with International membership with the Association of Film Commissioners International.

1. Continue collaboration with NM Workforce Development in promoting Hiring Events/Job Fairs, Casting Calls
2. Continue collaboration with International/National/State/County/City Officials and Educational Institutions to bring more filming projects
3. Continue collaboration with National/State/County/City Officials and Educational Institutions to assist in the creation of local filming jobs
4. Continue collaboration and travel with City Film Liaison to photograph and recruit more businesses, homeowners and place photos on Chamber's [lvsmfilmlocations.com](http://lvsmfilmlocations.com) website that is targeted to film makers seeking to film here as well as assist in getting them on NM Film Office website
5. Continue collaboration with City Film Liaison in requested scouting, contact information and assistance to Film Industry Professionals interested in filming in the area
6. Continue collaboration with Casting Directors to have local Casting Calls for job creation
7. Continue collaboration with Film Industry Professionals/City and County Officials in bringing in a State Film Museum, Film Production Studios, Film Production Offices, and an online film permitting process created by Santa Fe Film Office or other permit software specific to the film industry
8. The Chamber will offer classes in Background Actor Information, Rights and Set Etiquette in collaboration with leaders in the NM Background Acting Association

#### **D. Tourism Initiatives**

1. Continue to research and add tourist locations to our information database as outdoor and all other tourism increases and locations are being sought
2. Create a process to input the tourist information we collect into a comprehensive data report and make available for tourism marketing initiatives
3. Research and create and updating a new Film Tour Guide in collaboration with the NM Film Office and the City Film Liaison



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**Quarterly Report For Las Vegas San Miguel Chamber of Commerce  
February 2024 to May 2024**

**\*\*This is a copy of the signed contract with updates on the completion of deliverables highlighted in yellow\*\***

**Exhibit A**

**Proposal for Scope of Services for the Las Vegas San Miguel County Chamber of  
Commerce  
for February 2024 to February 2025**

**A. Services Provided by LVSM Chamber of Commerce**

The LVSM Chamber has assisted in daily operations, tourist and relocation requests, record keeping and various other duties since August 2020. The operations and designated times have fluctuated due to CLV reorganization and staffing. We would like to offer the following solutions:

1. Full time operation of the City of Las Vegas' Visitor Center with additional LVSM Chamber staff Monday through Sunday, 8am to 5pm including lunch hours equal to 3,276 hours yearly.

1st Quarter deliverable update: We have been staffed 7 days a week since the start of the year. Visitors and train passengers can consistently rely on the doors being open.

2. Mirror the CLV Visitor's Center Clerk Job Description in order to remain consistent with the CLV requirements and vision of the purpose of the Visitor's Center.

1st Quarter deliverable update: All of our Visitor's Center Clerks are experienced in keeping the center stocked, cleaned, and able to answer any questions visitors may have. Our clerks have also assisted city customers since Community Development staff have moved into the building.





3. Increase outreach to local businesses to make sure those that want to be represented at the Visitor's Center will be represented.

- Visitors consistently come in daily for information about the city
- Peak times are around holidays, March through December and train arrival times, 12:15pm and 2:15pm
- Common questions are places to eat, places to stay (hotel, RV camp, licensed Airbnb's, history of the area, Montezuma Hot Springs availability)

1st Quarter deliverable update: Clerks regularly reach out to business to update means or information that they have in the lobby. They also call or go to businesses when tourists request specific information. We ask any business advertising short term rentals at the Visitor Center to be licensed with the City or County. We have also started our membership renewal, which requires businesses to list a valid city or county business license number.

4. Continue to keep records of Tourists, location of hometown and purpose of visit

1st Quarter deliverable update: Attached is a sheet with the number of visitors that have come into the Visitor's Center. Since we have had the center consistently staffed you can accurately account for visitor numbers.

5. Keep Visitor's Center stocked with appropriate information for the City of Las Vegas businesses such as hotels, restaurants, stores, shops, campgrounds, walking tours, etc.



6. Make sure that the information the Visitor's Center clerks provide in handouts, pamphlets and verbally is updated and current and Visitors are given correct and valid information in which they can navigate knowledgeably throughout Las Vegas, thus, enjoying their stay.
7. Coordinate and distribute the appropriate information as requested for both Tourist packets and Relocation packets.
  - Tourist packets contain Walking Tour guides, Restaurant, Hotel and Bar information, state parks information and tourist sites, etc.
  - Relocation packets contain Real Estate information, Rental Information, Educational Institution information, Walking Tour guides, Census information, etc.
8. Continue to work with Community Development in mailing out Visitor's Center Packets. (Postage)

1st Quarter Deliverable update: We continue to regularly receive requests via the chamber website, email, phone, or letters. Attached is the number of packets we have sent out.

9. Assist City of Las Vegas with research and grant information for Film Production Studio and Las Vegas Film Museum.

1st Quarter Deliverable update: Work with the City and County is still in progress to make the film museum a reality. We have a few film related events coming up this year, to include another "Fast Cars, Hot Bikes, and Film Fun", a 40 Year Red Dawn Reunion and Film Festival.

10. Prepare and deliver quarterly reports along with the invoices per the dates in paragraph 3B of the contract.







1st Quarter Deliverable update: This is our first quarterly report for this contract and is on time per the contract schedule. We have already invoiced the city per contract.

11. The City requests a non-voting position on the Board of Directors, to be appointed by the Mayor, for the duration of this contract.

1st Quarter Deliverable update: Council Women Dr. Barbara Perea Casey had been appointed to the position for the City of Las Vegas.

## **B. Promotion of Chamber Members, New Businesses, Events and Non-profits**

The Chamber promotes City, County, Educational, Nonprofit and Regional events via radio, social media and eblasts as well as new businesses that approach the Chamber.

1. Provide Ribbon Cuttings for Grand openings or Grand Re-Openings, keep both City and County Officials informed as well as dissemination of the event and posting a Facebook Live video or pictures for business promotion.

1st Quarter Deliverable update: The chamber had a slow quarter as far as ribbon cuttings and GroundBreakings. We helped cut the ribbon at the WEBE Racing event this last March and have many inquiries for summer grand opening/ribbon cutting events.

2. Collaborate and/or support the City of Las Vegas Economic Development Plan and Goal oriented Community Economic Development meetings.

1st Quarter Deliverable update: We continue to collaborate with the Regional Development Corporation, Kristine Olsen of NEEDO and other Economic Development Organizations. CED meetings will be reorganized under city leadership, The Chamber will be an active participant when that happens. The Chamber collaborated with NEEDO to bring Hospitality



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Training to Las Vegas in late January, This event had a good turn out from local Bussiness. We plan on bringing back this training to Las Vegas.

3. Continue to promote new businesses, City, County and regional events via radio, social media and eblasts.

1st Quarter Deliverable update: This is ongoing.

4. Collaborate with Community Development regarding new business licenses in offering Ribbon Cuttings and promotion to include social media, email blasts and radio programs.

1st Quarter Deliverable update: This is ongoing.

5. Create a social media page similar to "Albuquerque Business First " to promote vacant buildings with a story and specs of the building as well as sharing on LVSMCC website and email blasts.

1st Quarter Deliverable update: This is ongoing.

6. Plan and execute at least 2 events that will bring tourists to Las Vegas.

1st Quarter Deliverable update: The second annual "Fast Cars, Hot Bikes, and Film Fun" event is scheduled to happen June 8th in collaboration with the City. Last year's event had 119 entries. The 40 Year Red Dawn Reunion and Film Festival is scheduled for Aug.9th through Aug.11th.

7. Apply for Lodger's Tax Funding for tourist related events.

1st Quarter Deliverable update: The Chamber applied and was awarded money for the marketing and promotion of "Fast Cars, Hot Bikes, and Film Fun" and 40 Year Red Dawn Reunion and Film Festival.

### C. Economic Development Initiatives



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The Chamber works with numerous organizations and officials to facilitate and promote job creation, economic development opportunities for property owners, small business owners and individuals. The Chamber has taken the lead and fiscal responsibility in the creation of a joint County and City Film Commission with International membership with the Association of Film Commissioners International.

1. Continue collaboration with NM Workforce Development in promoting Hiring Events/Job Fairs, Casting Calls

1st Quarter Deliverable update: We continue to promote NMDWFS Job Fairs and Rapid Hire Events. We had a successful class scheduled taught by the Background Actors Association of New Mexico and it was well attended.

2. Continue collaboration with International/National/State/County/City Officials and Educational Institutions to bring more filming projects

1st Quarter Deliverable update: We continue to collaborate with various entities and have referred several local residents for local filming jobs (PA, Teacher on set, Background Actors, set construction, etc.)

3. Continue collaboration with National/State/County/City Officials and Educational Institutions to assist in the creation of local filming jobs.

1st Quarter Deliverable update: We continue to collaborate with various entities and have referred several local residents for local filming jobs.

4. Continue collaboration and travel with City Film Liaison to photograph and recruit more businesses, homeowners and place photos on Chamber's [lvsmfilmlocations.com](http://lvsmfilmlocations.com) website that is targeted to film makers seeking to film here as well as assist in getting them on NM Film Office website.

1st Quarter Deliverable update: This is ongoing.



5. Continue collaboration with City Film Liaison in requested scouting, contact information and assistance to Film Industry Professionals interested in filming in the area.

1st Quarter Deliverable update: This is ongoing as many productions film in both the city and county.

6. Continue collaboration with Casting Directors to have local Casting Calls for job creation.

7. Continue collaboration with Film Industry Professionals/City and County Officials in bringing in a State Film Museum, Film Production Studios, Film Production Offices, and an online film permitting process created by Santa Fe Film Office or other permit software specific to the film industry.

8. The Chamber will offer classes in Background Actor Information, Rights and Set Etiquette in collaboration with leaders in the NM Background Acting Association.

#### **D. Tourism Initiatives**

1. Continue to research and add tourist locations to our information database as outdoor and all other tourism increases and locations are being sought.

1st Quarter update: Visitor's Center staff take it upon themselves to do research and gather information, go to businesses or places that can get information and also request information as tourist demands change or increase.

2. Create a process to input the tourist information we collect into a comprehensive data report and make available for tourism marketing initiatives.



1st Quarter update: We forwarded the information that we have created in collaboration with the city staff to Sunny505. We have also attended SM County Lodgers Tax meetings to give information on the materials most asked for at the Visitor's Center and the needs to be filled with a complete City/County wide approach.

3. Research and create and update a new Film Tour Guide in collaboration with the NM Film Office and the City Film Liaison.

1st Quarter update: Research has not continued due to staffing and financial restraints, but we are handing out our "Incomplete list" of films produced in this area.

**Las Vegas - San Miguel Chamber of Commerce**  
**P. O. Box 128**  
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**Las Vegas, NM 87701**  
[lvs chamberofcommerce@gmail.com](mailto:lvs chamberofcommerce@gmail.com)



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### Visitor's Center Numbers for 2024

January 2024 -	142
February 2024 -	250
March 2024 -	490
April 2024 -	514
May 2024 -	
June 2024 -	
July 2024 -	
August 2024 -	
September 2024 -	
October 2024 -	
November 2024 -	
December 2024 -	

2024 Total of 1,396 as April 30th

LVSM Chamber has also sent out 15 relocation/visitor packets since January 1, 2024

Previous years data is available as the LVSM Chamber created spreadsheets with the information that was available from previous Visitor's Center's Clerks whether staffed by the City or LVSM Chamber of Commerce.



**Professional Services Contract between the City of Las Vegas, New Mexico  
And Las Vegas/San Miguel County Chamber of Commerce**

This Professional Services Contract (“Contract”) is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (hereinafter” City”) and Las Vegas/San Miguel County Chamber of Commerce (hereinafter” Contractor”) on this 14<sup>th</sup> day of February 2024 (“Effective Date”). Throughout this Contract, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to as “Parties.”

**Recitals**

Whereas, the Contractor is a non-profit corporation, whose purpose is to stimulate economic development by supporting businesses through growing membership, providing services and benefits for those businesses within the City of Las Vegas and, promoting the community by creating, organizing, and managing events and projects; and

Whereas, the City commits financial support through February 14<sup>th</sup>, 2025, prorated on a quarterly or project completion basis in an amount during the contract period not to exceed Fifty Thousand dollars (\$50,000.00). Forty Five thousand dollars (\$45,000) is payable for the Scope of Work (**Exhibit A**) and in-kind services estimated at Five Thousand Dollars (\$5,000.00) in the form of office space and utilities, and use of Train Depot conference room subject to availability, to be paid to the Contractor under the terms and conditions of this Contract; and

Whereas, Contractor desires to provide such services under the terms and conditions of this Contract.

Now, therefore, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and agreements set forth in this Contract, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the City agree that Contractor shall perform the scope of work as attached as **Exhibit A** to this Contract, and the City and Contractor further agree as follows:

**1. Term.**

This Contract shall be effective from the date it is fully executed through February 14<sup>th</sup>, 2025 unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.

**2. Completion Schedule.**

Contractor shall complete the tasks identified in the Scope of Work no Later than February 14<sup>th</sup>, 2025.

**3. Compensation and Payment Schedule.**

The City shall pay Contractor on a timely basis as follows:

- A. The City shall pay Contractor for services satisfactorily rendered in an amount not to exceed a total of Forty Five Thousand Dollars (\$45,000). Such amount shall be paid to the Contractor upon receipt by the City of an invoice for quarterly payments of Eleven Thousand Two Hundred Fifty Dollars (\$11,250) on the condition that the Contractor has accomplished the scope of services outlined herein, to the satisfaction of the City
- B. Invoices should be provided on or after May 30<sup>th</sup>, 2024, August 31<sup>st</sup>, 2024, November 30<sup>th</sup>, 2024, and February ~~14<sup>th</sup>~~ 2025. Payments shall be made to the Contractor within thirty days after the City certifies its acceptance of the Work in writing. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month.
- C. No further amount(s) shall be available under this Contract unless authorized by City Council resolution and embodied in written amendment to this Contract executed prior to the additional work being performed.
- D. Subject to the requirements of Paragraph (C), the City acknowledges that if it requests services outside the Scope of Work, Contractor will bill for these services at rates ranging from fifty dollars per hour (\$50.00) to seventy five dollars per hour (\$75.00) including gross receipts tax, depending on the experience of the individual providing the requested services.

#### 4. Termination.

- A. In addition to any other remedy provided by law, the City may terminate this Contract by written notice delivered to the Contractor or his agent in any of the following circumstances:
  - i. If the Contractor is in default in the performance of any term, condition or covenant of this Contract, and if the Contractor does not cure the default within five (5) working days after notice, or, if the default is of such nature that it cannot be cured completely within the five (5) day period; or
  - ii. If the Contractor fails to furnish a certificate of insurance within the time required by this Contract; or
  - iii. Upon written notice by the City to Contractor that sufficient funds are not available, in the City's sole discretion, to continue with this Contract.
- B. The Contractor may terminate this Contract if the City is in default in the performance of any material term, condition or covenant of this Agreement and if the City does not cure



the default within ten (10) days after notice, or, if the default is of such nature that it cannot be cured completely within the ten (10) day period.

- C. In no event shall termination of this Contract nullify obligations of either party prior to the effective date of termination.

#### 5. Contractor Independent from City.

Nothing in this Contract is intended or will be construed in any way as creating or establishing any partnership, joint venture or association or to make the Contractor an agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is and will remain a separate entity, related to the City only by the provision and conditions of this Contract. The Contractor, its agents, employees or subcontractors are not employees or agents of the City for any purpose whatsoever. The Contractor shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all sub-contractors. The Contractor and its agents, employees or subcontractors are not entitled to any of the benefits of the employees of the City, including without limitation Unemployment Compensation Law and Worker's Compensation coverage or benefits.

#### 6. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient authorizations are available shall be accepted by Contractor and shall be final.

#### 7. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Contract, unless specified herein or with the prior written approval by the City.

#### 8. Assignment.

The Contractor shall not assign or transfer any interest in the Contract, or assign any claims for money due, or to become due, under this Contract without the prior written approval of the City.

## 9. Taxes.

Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department the applicable gross receipts taxes on all monies paid to him under this Contract and the City shall have no liability for payment of such tax. Contractor also acknowledges that he, and he alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

## 10. Business Insurance Requirements.

- A. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement. in amounts acceptable to industry standards so long as this Contract is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico.
- B. If the Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City.
- C. The Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701.
- D. The Contractor shall not begin any activities in furtherance of this Contract until the required insurance has been obtained and proper certificates of insurance delivered to the City Administrator. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

## 11. Workers' Compensation Insurance.

The Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will require the subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. The Contractor covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor's failure to comply

with the provisions of this Paragraph and that the indemnification provision of this contract will apply to this Paragraph.

12. Indemnification.

Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Contract unless specifically exempted by New Mexico law. Contractor further agrees to hold the City harmless from all claims for any injury or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Contract.

13. Release.

Contractor agrees that upon final payment of the amount due under this Contract, Contractor releases the City from all liabilities, claims and/or obligations whatsoever arising from, or under this Contract.

14. Non Agency.

Contractor agrees not to purport to bind the City to any obligation not specifically assumed herein by the City, unless the Contractor has expressed written approval and then only within the limits of that expressed authority.

15. Confidentiality.

Any information learned, given to, or developed by Contractor in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the City.

16. Conflict of Interest.

Contractor warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with his performance of services under this Contract.

17. Non Discrimination.

Contractor agrees that he, his employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

18. Scope of Agreement and Amendment.

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

19. Applicable law.

This Contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City.

20. Penalties for violation of law.

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

21. Conformance to Laws.

The Contractor shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under the Contract. Contractor acknowledges that the Procurement Code Section 13- 1- 28 through 13- 1- 199, NMSA 1978, Comp., as amended. imposes civil and criminal penalties for its violation. In addition, Contractor acknowledges that New Mexico criminal statutes impose felony penalties for illegal bribes, or gratuities.

22. Work Product.

All work and work product produced under this Contract shall be and remain the exclusive property of the City and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the City, any such work or work product or copies thereof. If applicable, the provisions of Sec. 13-1- 123(b), NMSA (1978) as amended shall apply. Further. Contractor shall not apply for, in its name or otherwise. any copyright. patent or other property right or exclusive right relating to the City' s work product.

23. New Mexico Tort Claims Act.

Any liability incurred by the City in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30. The City and its 'public employees" as defined in the New

Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

24. Third Party Beneficiaries.

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

25. Copy Effective as Original.

A copy of this Contract shall have the same force and effect as the original.

26. Notices.

All notices and communications required or permitted under this Contract shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand delivered to the street address of the receiving party set forth below; (ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (iv) five (5) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

27. Miscellaneous.

Each individual who signs this Contract warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Contract on behalf of their respective entity. This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs and successors. Time shall be of the essence regarding all obligations of the parties herein. This Contract as written herein is the entire agreement of the Parties, and replaces any other prior or additional agreements between the Parties. In the event that any of the terms of this Contract are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Contract shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Contract, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS

Approved By:



Tim Montgomery, City Manager

Date: 2/15/24

Attest:



Casandra Fresquez, City Clerk

CONTRACTOR:



Phillip Martinez, President  
Las Vegas/San Miguel Chamber  
Of Commerce

Date: 2-16-24



**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** May 15, 2024

**Date Submitted:** 05/03/24

**Department:** Utilities

**Item/Topic:** Conduct a public hearing and adopt Ordinance No. 24-01 amending gas ordinance 06-08 and section 255-11 of the municipal code pertaining to payments, delinquencies and cut – offs.

**Fiscal Impact:** None

**Attachments:** Ordinance 24-01 redlined, Ordinance 24-01.


**Committee Recommendation:** This item will be discussed at the May 7, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

  
Department Director

Reviewed By:

  
Finance Director

  
City Manager

**CITY CLERK’S USE ONLY  
COUNCIL ACTION TAKEN**

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

GAS ORDINANCE #24-01  
AMENDING ORDINANCE # 06-08  
SECTION 255-11 – PAYMENT, DELINQUENCIES AND CUT-OFFS  
AN ORDINANCE AMENDING SECTION 255-11 – PAYMENT, DELINQUENCIES AND  
CUT OFFS OF THE CITY OF LAS VEGAS GAS ORDINANCE

WHEREAS, the present section amends the Payments, Delinquencies and Cut-Offs:

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT SECTION 255-11 OF THE GAS ORDINANCE BE AMENDED AS FOLLOWS:

§ 255-11 **Payment, delinquencies and cut-offs.**

A. Unless otherwise provided, billings will be made on a monthly basis. ~~Such accounts~~All amounts due shall be payable when billed and shall become delinquent if not paid ~~within 45 days from the date of billing~~by the due date, a minimum of 20 days from billing. ~~Failure to pay for natural gas when due shall constitute a delinquency of said account and the City may, after proper notification measures to the customer, thereafter discontinue service for nonpayment, and such service shall not be reinstated until payment of the delinquencies or arrangements for the delinquencies have been made. If a customer is delinquent in the payment of natural gas at one location, he shall not be entitled to gas service at another location until such prior delinquency has been paid.~~

B. The City may take the following action in response to delinquent ~~natural gas charges~~user fees:

- (1) ~~If payment of any amount due is not made by the due date, the bill will be deemed delinquent and the customer will be given 15 calendar days from the date the bill is deemed delinquent before utilities to the property are discontinued and shall not be again resumed until payment of amounts due, plus any penalties and interest, have been paid in full or an arrangement has been made. Reasonable notice and right to protest must be given to the customer prior to actual cut off of utilities.~~ The City's Finance Department~~Customer Service Division~~ shall notify the customer of delinquent amounts and that service shall be terminated on a particular date, not less than ~~40-15~~ days after mailing of the notice. Each delinquent notice shall contain the following language:

"This is to notify you that unless you bring your utility accounts current, your utility service(s) will be cut off ~~40-15~~ days after the date this notice was mailed. You have the right to protest this termination as unjustified if you believe that you have been overcharged or charged for services not rendered. If you believe there is a mistake in this billing, you have the right to be heard and to present your argument and evidence. The City will evaluate your complaint and determine whether you owe the amounts in question. To protest this billing, you must contact the City's Collection Agent at 454-



1401 prior to the cut-off date."

(2) If a customer is delinquent in the payment of utilities at one location, the customer shall not be entitled to service at another location until such prior delinquency has been paid.

(3) If utilities owed are not paid to the City within six months after the initial billing date, a lien against the property shall be filed according to the New Mexico State Statutes.

(4) The City may disconnect the private service line of the delinquent account from the City distribution main.

C. Late payment fee. All amounts billed for utilities or other charges specified in this chapter shall be due and payable when the bill is issued, and shall become subject to a late payment fee in the event the customer fails to pay any amount due at the time of the issuance of the next bill. The City shall assess a fee of 1.25% per month to amounts which have not been paid at the time of the issuance of the next bill. The fee shall be compounded for each month for which amounts remain unpaid.

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PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor David Romero

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY

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

GAS ORDINANCE #24-01  
AMENDING ORDINANCE # 06-08  
SECTION 255-11 – PAYMENT, DELINQUENCIES AND CUT-OFFS  
AN ORDINANCE AMENDING SECTION 255-11 – PAYMENT, DELINQUENCIES AND  
CUT OFFS OF THE CITY OF LAS VEGAS GAS ORDINANCE

WHEREAS, the present section amends the Payments, Delinquencies and Cut-Offs;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT SECTION 255-11 OF THE GAS ORDINANCE BE AMENDED AS FOLLOWS:

**§ 255-11 Payment, delinquencies and cut-offs.**

**A.** Unless otherwise provided, billings will be made on a monthly basis. All amounts due shall be payable when billed and shall become delinquent if not paid by the due date, a minimum of 20 days from billing.

**B.** The City may take the following action in response to delinquent user fees:

**(1)** If payment of any amount due is not made by the due date, the bill will be deemed delinquent and the customer will be given 15 calendar days from the date the bill is deemed delinquent before utilities to the property are discontinued and shall not be again resumed until payment of amounts due, plus any penalties and interest, have been paid in full or an arrangement has been made. Reasonable notice and right to protest must be given to the customer prior to actual cut off of utilities. The City's Customer Service Division shall notify the customer of delinquent amounts and that service shall be terminated on a particular date, not less than 15 days after mailing of the notice. Each delinquent notice shall contain the following language:

"This is to notify you that unless you bring your utility accounts current, your utility service(s) will be cut off 15 days after the date this notice was mailed. You have the right to protest this termination as unjustified if you believe that you have been overcharged or charged for services not rendered. If you believe there is a mistake in this billing, you have the right to be heard and to present your argument and evidence. The City will evaluate your complaint and determine whether you owe the amounts in question. To protest this billing, you must contact the City's Collection Agent at 454-1401 prior to the cutoff date."

**(2)** If a customer is delinquent in the payment of utilities at one location, the customer shall not be entitled to service at another location until such prior delinquency has been paid.

(3) If utilities owed are not paid to the City within six months after the initial billing date, a lien against the property shall be filed according to the New Mexico State Statutes.

(4) The City may disconnect the private service line of the delinquent account from the City distribution main.

C. Late payment fee. All amounts billed for utilities or other charges specified in this chapter shall be due and payable when the bill is issued, and shall become subject to a late payment fee in the event the customer fails to pay any amount due at the time of the issuance of the next bill. The City shall assess a fee of 1.25% per month to amounts which have not been paid at the time of the issuance of the next bill. The fee shall be compounded for each month for which amounts remain unpaid.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor David Romero

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY

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



**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** May 15, 2024

**Date Submitted:** 05/03/24

**Department:** Utilities

**Item/Topic:** Conduct a public hearing and adopt Ordinance No. 24-02 amending sewer ordinance 05-12 and section 340-53 of the municipal code pertaining to payment; delinquencies; liens; disconnections; billing month.

**Fiscal Impact:** None

**Attachments:** Ordinance 24-02 redlined, Ordinance 24-02.

**Committee Recommendation:** This item will be discussed at the May 7, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

  
Department Director

Reviewed By:

  
Finance Director

  
City Manager

**CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN**

**Resolution No.** \_\_\_\_\_  
**Ordinance No.** \_\_\_\_\_  
**Contract No.** \_\_\_\_\_  
**Approved** \_\_\_\_\_

**Continued To:** \_\_\_\_\_  
**Referred To:** \_\_\_\_\_  
**Denied** \_\_\_\_\_  
**Other** \_\_\_\_\_

SEWER ORDINANCE #24-02  
AMENDING ORDINANCE #05-12  
SECTION 340-52 LATE PAYMENT FEE AND SECTION 340-53 – PAYMENT;  
DELINQUENCIES; LIENS; DISCONNECTIONS; BILLING MONTH  
AN ORDINANCE AMENDING SECTION 340-52 – LATE PAYMENT FEE and SECTION  
340-53 – PAYMENT; DELINQUENCIES; LIENS; DISCONNECTIONS; BILLING MONTH  
OF THE CITY OF LAS VEGAS SEWER ORDINANCE

WHEREAS, the present section amends the Late Payment Fee and the Payments; Delinquencies; Liens; Disconnections; Billing Month;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT SECTIONS 340-52 AND 340-53 OF THE SEWER ORDINANCE BE AMENDED AS FOLLOWS:

~~§ 340-52 Late payment fee.~~

~~[Added 9-21-2005 by Ord. No. 05-18]~~

~~All amounts billed for wastewater service or other charges specified in this chapter shall be due and payable when the bill is issued and shall become subject to a late payment fee in the event the customer fails to pay any amount due at the time of the issuance of the next bill. The City shall assess a fee of 1.5% per month to amounts which have not been paid at the time of the issuance of the next bill. The fee shall be compounded for each month for which amounts remain unpaid.~~

~~§ 340-53 Payment; delinquencies; liens; disconnections; **billing month.**~~

~~[Amended 7-20-2005 by Ord. No. 05-12]~~

~~A. "Billing month" shall mean any period of 25 to 35 consecutive days, which shall normally be the time between readings of the customer's meter. In the event that for any reason the customer's meter is not read on this schedule, the customer's use of water for a billing month may be estimated using information from the customer's records for previous billing months. Customers shall normally be billed on a monthly basis. If, for any reason, the City fails to send a bill to a customer, the City shall retroactively bill that customer. Unless otherwise provided, billings shall be made on a monthly basis. All amounts due shall be payable when billed and shall become delinquent if not paid by the due date, a minimum of 20 days from billing.~~

~~B. The City may take the following actions in response to delinquent user fees:~~

~~(1) If payment of any fixed or variable cost amount due is not made within 25 to 35 days by the due date, the bill is deemed delinquent and the customer will be given 15 calendar days from the date the bill is deemed delinquent before utilities to the property are discontinued and shall not be again resumed until payment of amounts due, plus any penalties and interest, have been paid in full or an arrangement has been made. from the date the payment is due, the water service to the property may be discontinued, and shall not be~~

~~again supplied to the person liable for the payment until arrears with any interest and penalties have been fully paid.~~ Reasonable notice and right to protest must be given to the customer prior to actual cut-off of ~~water service~~ utilities. The City's ~~Finance Department~~ Customer Service Division shall notify the customer of delinquent amounts and that service shall be terminated on a particular date, not less than ~~40-15~~ days after mailing the notice. Each delinquent notice shall contain the following language:

~~"This is to notify you that unless you bring your utility account(s) current, your service(s) will be cut off 40-15 days after the date this notice was mailed. You have the right to protest this termination as unjustified if you believe that you have been overcharged or charged for services not rendered. If you believe there is a mistake in this billing, you have the right to be heard and to present your argument and evidence. The City will evaluate your complaint and determine whether you owe the amounts in question. To protest this billing, you must contact the City's Collection Agent at 454-1401, prior to the cut-off date."~~

~~(2) If wastewater charges owed are not paid to the City within six months after the initial billing date, a lien against the property shall be filed according to the New Mexico State Statutes. a customer is delinquent in the payment of utilities at one location, the customer shall not be entitled to utilities at another location until such prior delinquency has been paid.~~

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~~(3) The City may disconnect the private service line of the delinquent account from the City collector line and plug said private line. If utilities owed are not paid to the City within six months after the initial billing date, a lien against the property shall be filed according to the New Mexico State Statutes.~~

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~~(4) The City may disconnect the private service line of the delinquent account from the City collection line and plug said private line.~~

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C. Late payment fee. All amounts billed for utilities or other charges specified in this chapter shall be due and payable when the bill is issued, and shall become subject to a late payment fee in the event the customer fails to pay any amount due at the time of the issuance of the next bill. The City shall assess a fee of 1.25% per month to amounts which have not been paid at the time of the issuance of the next bill. The fee shall be compounded for each month for which amounts remain unpaid.

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PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor David Romero

Ordinance # 24-02

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY

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

SEWER ORDINANCE #24-02  
AMENDING ORDINANCE #05-12  
SECTION 340-52 LATE PAYMENT FEE AND SECTION 340-53 – PAYMENT;  
DELINQUENCIES; LIENS; DISCONNECTIONS; BILLING MONTH  
AN ORDINANCE AMENDING SECTION 340-52 – LATE PAYMENT FEE and SECTION  
340-53 – PAYMENT; DELINQUENCIES; LIENS; DISCONNECTIONS; BILLING MONTH  
OF THE CITY OF LAS VEGAS SEWER ORDINANCE

WHEREAS, the present section amends the Late Payment Fee and the Payments; Delinquencies; Liens; Disconnections; Billing Month;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT SECTIONS 340-52 AND 340-53 OF THE SEWER ORDINANCE BE AMENDED AS FOLLOWS:

§ 340-53 **Payment; delinquencies; liens; disconnections.**  
[Amended 7-20-2005 by Ord. No. 05-12]

A. Unless otherwise provided, billings shall be made on a monthly basis. All amounts due shall be payable when billed and shall become delinquent if not paid by the due date, a minimum of 20 days from billing.

B. The City may take the following actions in response to delinquent user fees:

- (1) If payment of any amount due is not made by the due date, the bill is deemed delinquent and the customer will be given 15 calendar days from the date the bill is deemed delinquent before utilities to the property are discontinued and shall not be again resumed until payment of amounts due, plus any penalties and interest, have been paid in full or an arrangement has been made. Reasonable notice and right to protest must be given to the customer prior to actual cut-off of utilities. The City's Customer Service Division shall notify the customer of delinquent amounts and that service shall be terminated on a particular date, not less than 15 days after mailing the notice. Each delinquent notice shall contain the following language:

“This is to notify you that unless you bring your utility account(s) current, your service(s) will be cut off 15 days after the date this notice was mailed. You have the right to protest this termination as unjustified if you believe that you have been overcharged or charged for services not rendered. If you believe there is a mistake in this billing, you have the right to be heard and to present your argument and evidence. The City will evaluate your complaint and determine whether you owe the amounts in question. To protest this billing, you must contact the City's Collection Agent at 454-1401, prior to the cut-off date.”



(2) If a customer is delinquent in the payment of utilities at one location, the customer shall not be entitled to utilities at another location until such prior delinquency has been paid.

(3) If utilities owed are not paid to the City within six months after the initial billing date, a lien against the property shall be filed according to the New Mexico State Statutes.

(4) The City may disconnect the private service line of the delinquent account from the City collection line and plug said private line.

C. Late payment fee. All amounts billed for utilities or other charges specified in this chapter shall be due and payable when the bill is issued, and shall become subject to a late payment fee in the event the customer fails to pay any amount due at the time of the issuance of the next bill. The City shall assess a fee of 1.25% per month to amounts which have not been paid at the time of the issuance of the next bill. The fee shall be compounded for each month for which amounts remain unpaid.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor David Romero

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY

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



**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** May 15, 2024

**Date Submitted:** 05/03/24

**Department:** Utilities

**Item/Topic:** Conduct a public hearing and adopt Ordinance No. 24-03 amending water ordinance 05-17 and section 440-9 of the municipal code pertaining to payment; delinquencies; liens; disconnections.


**Fiscal Impact:** None

**Attachments:** Ordinance 24-03 redlined, Ordinance 24-03.


**Committee Recommendation:** This item will be discussed at the May 7, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

Reviewed By:

  
\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

**CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN**

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

WATER ORDINANCE #24-03  
AMENDING ORDINANCE #05-17  
SECTION 440-9 – PAYMENTS; DELINQUENCIES; LIENS; DISCONNECTIONS  
AN ORDINANCE AMENDING SECTION 440-9 – PAYMENTS; DELINQUENCIES; LIENS;  
DISCONNECTIONS OF THE CITY OF LAS VEGAS WATER ORDINANCE

WHEREAS, the present section amends the Payments; Delinquencies; Liens; Disconnections:

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT SECTION 440-9 OF THE WATER ORDINANCE BE AMENDED AS FOLLOWS:

§ 440-9 **Payments; delinquencies; liens; disconnections.**

A. Unless otherwise provided, billings shall be made on a monthly basis. All amounts due shall be payable when billed and shall become delinquent if not paid by the due date, a minimum of 20 days from billing, at the time of the production of the next monthly bill.  
[Amended 7-20-2005 by Ord. No. 05-11; 9-21-2005 by Ord. No. 05-17]

B. The City may take the following actions in response to delinquent user fees:

- (1) If payment of any amount due is not made within 60 days of the initial billing of said amount, the water service by the due date the bill is deemed delinquent and the customer will be given 15 calendar days from the date the bill is deemed delinquent before utilities to the property may be discontinued and shall not be again resumed until payment of amounts due, plus any penalties and interest, have been paid in full or an arrangement has been made. Reasonable notice and right to protest must be given to the customer prior to actual cut off of water service utilities. The City's Finance Department Customer Service Divison shall notify the customer of delinquent amounts and that service shall be terminated on a particular date, not less than 40-15 days after mailing of the notice. Each delinquent notice shall contain the following language:  
[Amended 7-20-2005 by Ord. No. 05-11; 9-21-2005 by Ord. No. 05-17]

"This is to notify you that unless you bring your utility account(s) current, your service(s) will be cut off 40-15 days after the date this notice was mailed. You have the right to protest this termination as unjustified if you believe that you have been overcharged or charged for services not rendered. If you believe there is a mistake in this billing, you have the right to be heard and to present your argument and evidence. The City will evaluate your complaint and determine whether you owe the amounts in question. To protest this billing, you must contact the City's Collection Agent, at 454-1401, prior to the cutoff date."

- (2) If water charges owed are not paid to the City within six months after the initial billing date, a lien against the property shall be filed according to the New Mexico State

Statutes. If a customer is delinquent in the payment of utilities at one location, the customer shall not be entitled to service at another location until such prior delinquency has been paid.

(3) The City may disconnect the private service line of the delinquent account from the City distribution main. If utilities owed are not paid to the City within six months after the initial billing date, a lien against the property shall be filed according to New Mexico State Statutes.

(4) The City may disconnect the private service line of the delinquent account from the City distribution main.

C. Late Payment fee. All amounts billed for utilities or other charges specified in this chapter shall be due and payable when the bill is issued, and shall become subject to a late payment fee in the event the customer fails to pay any amount due at the time of the issuance of the next bill. The City shall assess a fee of 1.25% per month to amounts which have not been paid at the time of the issuance of the next bill. The fee shall be compounded for each month for which amounts remain unpaid.

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PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor David Romero

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY

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

WATER ORDINANCE #24-03  
AMENDING ORDINANCE #05-17  
SECTION 440-9 – PAYMENTS; DELINQUENCIES; LIENS; DISCONNECTIONS  
AN ORDINANCE AMENDING SECTION 440-9 – PAYMENTS; DELINQUENCIES; LIENS;  
DISCONNECTIONS OF THE CITY OF LAS VEGAS WATER ORDINANCE

WHEREAS, the present section amends the Payments; Delinquencies; Liens; Disconnections;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT SECTION 440-9 OF THE WATER ORDINANCE BE AMENDED AS FOLLOWS:

**§ 440-9 Payments; delinquencies; liens; disconnections.**

**A.** Unless otherwise provided, billings shall be made on a monthly basis. All amounts due shall be payable when billed and shall become delinquent if not paid by the due date, a minimum of 20 days from billing.

[Amended 7-20-2005 by Ord. No. 05-11; 9-21-2005 by Ord. No. 05-17]

**B.** The City may take the following actions in response to delinquent user fees:

**(1)** If payment of any amount due is not made by the due date the bill is deemed delinquent and the customer will be given 15 calendar days from the date the bill is deemed delinquent before utilities to the property are discontinued and shall not be again resumed until payment of amounts due, plus any penalties and interest, have been paid in full or an arrangement has been made. Reasonable notice and right to protest must be given to the customer prior to actual cut off of utilities. The City's Customer Service Division shall notify the customer of delinquent amounts and that service shall be terminated on a particular date, not less than 15 days after mailing of the notice. Each delinquent notice shall contain the following language:

[Amended 7-20-2005 by Ord. No. 05-11; 9-21-2005 by Ord. No. 05-17]

“This is to notify you that unless you bring your utility account(s) current, your service(s) will be cut off 15 days after the date this notice was mailed. You have the right to protest this termination as unjustified if you believe that you have been overcharged or charged for services not rendered. If you believe there is a mistake in this billing, you have the right to be heard and to present your argument and evidence. The City will evaluate your complaint and determine whether you owe the amounts in question. To protest this billing, you must contact the City's Collection Agent, at 454-1401, prior to the cutoff date.”

**(2)** If a customer is delinquent in the payment of utilities at one location, the customer shall not be entitled to service at another location until such prior delinquency has been paid.

(3) If utilities owed are not paid to the City within six months after the initial billing date, a lien against the property shall be filed according to New Mexico State Statutes.

(4) The City may disconnect the private service line of the delinquent account from the City distribution main.

C. Late Payment fee. All amounts billed for utilities or other charges specified in this chapter shall be due and payable when the bill is issued, and shall become subject to a late payment fee in the event the customer fails to pay any amount due at the time of the issuance of the next bill. The City shall assess a fee of 1.25% per month to amounts which have not been paid at the time of the issuance of the next bill. The fee shall be compounded for each month for which amounts remain unpaid.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor David Romero

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY

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



**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** May 15, 2024

**Date Submitted:** 05/03/24

**Department:** Utilities

**Item/Topic:** Conduct a public hearing and adopt Ordinance No. 24-04 amending solid waste ordinance 10-20 and section 361-10 of the municipal code pertaining to services, rates and charges and addition of section 361-12.

**Fiscal Impact:** None

**Attachments:** Ordinance 24-04 redlined, Ordinance 24-04.


**Committee Recommendation:** This item will be discussed at the May 7, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

Reviewed By:

  
\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

**CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN**

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

SOLID WASTE ORDINANCE #24-04  
AMENDING ORDINANCE #10-20  
SECTION 361-10 – SERVICES, RATES AND CHARGES  
AN ORDINANCE AMENDING SECTION 361-10 – SERVICES, RATES AND CHARGES OF  
THE CITY OF LAS VEGAS SOLID WASTE ORDINANCE AND ADDING A NEW  
SECTION 361-12 PAYMENTS; DELINQUENCIES; LIENS; DISCONNECTIONS

WHEREAS, the present section amends the Services, Rates and Charges

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT SECTION 361-10 E. and F. OF THE SOLID WASTE ORDINANCE BE AMENDED AS FOLLOWS INTO NEW SECTION 361-12 PAYMENTS; DELINQUENCIES; LIENS; DISCONNECTIONS.

WHEREAS, the present section amends the Services, Rates and Charges

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT SECTION 361-10 OF THE SOLID WASTE ORDINANCE BE AMENDED AS FOLLOWS AND SECTION 361-12 BE ADDED AS FOLLOWS:

§ 361-10 **Services, rates and charges.**

[Amended 7-20-2005 by Ord. No. 05-10; 8-17-2005 by Ord. No. 05-15; 9-21-2005 by Ord. No. 05-19; 6-7-2006 by Ord. No. 06-10; 7-15-2009 by Ord. No. 09-08; 7-28-2010 by Ord. No. 10-20]

The rates, charges and services of the City's solid waste utility shall be as described and defined below for customers receiving solid waste service inside the City limits:

**A. Residential service.**

- (1) Residences are defined as single-family dwellings, each apartment unit of any apartment complex, and each mobile home occupied as a place of residence whether located within or outside a so-called trailer or mobile home park. Each such residence shall pay the rates listed in the attached Rate Schedule 1<sup>[1]</sup> for the use of a single cart which shall be emptied by the City once per week. Each additional cart provided to the same residence shall result in charges according to rates listed in the attached Rate Schedule 1. Each residence shall be limited to the use of two carts. The occupant and the owner of the residence shall be responsible for the cart, which remains the property of the City. The account holder shall pay \$75 for cart replacement due to damage or theft as listed in the attached Rate Schedule 3.<sup>[2]</sup>

[1] *Editor's Note: The current rate schedules are available from the City offices.*

[2] *Editor's Note: The current rate schedules are available from the City offices.*



(2) In the event that the City deems that the area around a residential container must be cleaned, the City shall perform this service for a charge according to rates listed in the attached Rate Schedule 3.

(3) Any residential customer of the City's solid waste utility requiring special pickup of solid waste shall be billed an additional amount according to rates listed in the attached Rate Schedule 3.

(4) Note: Residential pickup fees shall include an automatic 42.6% increase on February 1, 2011, and subsequent 5% yearly increases for fiscal year 2012 through 2015. The adjustment shall be reflected in an update to the attached Rate Schedule 1.

#### B. Exemption.

(1) A person who owns or rents a residence shall receive a \$5 per month exemption from the residential container charge if the following criteria are met:

(a) The person shall complete an exemption application annually and submit it to the City's ~~Finance Department~~ Customer Service division. The exemption shall be reviewed and revised if a name change is requested for that residence. The exemption application shall be maintained at the ~~Finance Department~~ Customer Service division.

(b) The applicant shall present a valid medicare or medicaid card and evidence that he/she is a senior citizen 55 years or older.

(c) The applicant shall present evidence that he/she is the titled owner and is the full-time occupant of the residence where service is being provided; or the applicant shall present a rental or lease agreement signed by the owner of the property in which the applicant is residing showing the applicant to be the legal tenant. The applicant shall also provide evidence that he/she is the full-time occupant of the property.

(2) In the event that the applicant fails to pay any charge for solid waste utility service throughout the exemption period, the exemption shall be nullified and regular charges for services shall be assessed for the exemption period.

#### C. Commercial service.

(1) Monthly charges for commercial services are based on container size and frequency of pickup listed in the attached Rate Schedule 2.<sup>[3]</sup>

[3] *Editor's Note: The current rate schedules are available from the City offices.*

(2) Note: Commercial pickup fees shall include an automatic 42.6% increase on February 1, 2011, and subsequent 5% yearly increases for fiscal year 2012 through 2015. The adjustment shall be reflected in an update to the attached Rate Schedule 1.

#### D. Additional conditions.

(1) Mixed residential/commercial use. Commercial establishments which contain on the premises a residence in which the owner or operator of the commercial establishment maintains his/her residence shall be assessed commercial charges only. However, in the

event the residence is occupied by persons other than the owner or operator of the commercial establishment, the charges made for solid waste utility services shall be based on both residential and commercial rates. Charges shall be determined by the waste service(s) provided to the premises and the business license.

- (2) Compulsory collection and services fees. Except as otherwise provided, every person owning or controlling real property with a structure on said property within the City shall pay the solid waste collection or disposal fees established and provided for by this chapter.
- (3) Payment of fees. The billing and collection of charges for container and other related solid waste utility services provided by this chapter shall be done by the City's ~~Billing Department~~Customer Service Division. Services provided at the transfer station may be billed through the ~~Billing Department~~Customer Service Division or may be paid in cash at the transfer station.
- (4) Responsibility for payment of charges.
  - (a) If a landlord does not wish to be responsible for specific, or any utilities incurred on their rental property(ies), they must submit a notarized landlord waiver of responsibility form to the City of Las Vegas Utilities Department, located at 905 12th Street.
  - (b) If such form is not submitted, the landlord is responsible for any charges accrued, pursuant to NMSA 1978, § 3-23-6, and if utility charges are not paid to the City within six months after the initial billing date, a lien against the property shall be filed according to NMSA 1978, § 3-36-1. The landlord shall submit a landlord utilities waiver of responsibility form only once for each rental property involving said waiver of utility payment.
  - (c) Additional requirements.
    - [1] Landlord standby utilities agreement. The landlord must enter into a landlord standby utilities agreement with the City to have those services provided by the City Utilities Department. Provision of standby utilities services are optional and will be provided only to those landlords requesting said standby services.
    - [2] Landlord/tenant filing system. The City of Las Vegas Utilities Department shall maintain a comprehensive filing system that will contain any and all agreements, waivers and forms requesting utility service covered in this chapter. A separate file will be maintained for each landlord and each utility service address.
- (5) Automatic rate adjustment. Annual automatic adjustments to the rates and charges of the Solid Waste Utility may be made through application of the Consumer Price Index (CPI-U) which is maintained by the US government.

- (a) Adjustments. The adjustment shall be authorized by the City Manager only after examination of the financial performance of the utility in the past fiscal year.
- (6) Emergency adjustments to rates and charges. Due to the nature of the operations of the solid waste utility, the City recognizes that there may be unforeseen or emergency situations that would require rapid adjustment of the rates and charges of the utility. The City shall implement such emergency rate adjustments, provided that the following conditions are met:
- (a) The issue requiring an emergency rate adjustment shall be presented to the City's Utility and Finance Committees. Concurrence for the action by these two Committees is required to implement the emergency rate adjustment.
- (b) An emergency rate adjustment shall be considered only an interim action. In the event this chapter is not amended to permanently change the rates and charges of the solid waste utility within 90 days of the implementation of the emergency adjustment, the rates and charges shall revert back to those in effect prior to the implementation of the emergency adjustment.

~~E. Coincident monthly billing. Billing for normal monthly services from all of the City's utilities shall be contained on one monthly bill issued to each customer of the City's utilities.~~

~~F. Late payment fee. All amounts billed for solid waste service or other charges specified in this chapter shall be due and payable when the bill is issued, and shall become subject to a late payment fee in the event the customer fails to pay any amount due at the time of the issuance of the next bill. The City shall assess a fee of 1.5% per month to amounts which have not been paid at the time of the issuance of the next bill. The fee shall be compounded for each month for which amounts remain unpaid.~~

#### Chapter 361 Solid Waste

#### §361-12 PAYMENTS; DELINQUENCIES; LIENS; DISCONNECTIONS

A. Unless otherwise provided, billings shall be made on a monthly basis. All amounts due shall be payable when billed and shall become delinquent if not paid by the due date, a minimum of 20 days from billing.

B. The City may take the following actions in response to delinquent user fees:

- (1) If payment of any amount due is not made by the due date, the bill will be deemed delinquent and the customer will be given 15 calendar days from the date the bill is deemed delinquent before utilities to the property are discontinued and shall not be again resumed until payment of amounts due, plus any penalties and interest, have been paid in full or an arrangement has been made. Reasonable notice and right to protest must be given to the customer prior to

actual cut-off of utilities. The City's Customer Service Division shall notify the customer of delinquent amounts and that service shall be terminated on a particular date, not less than 15 days after mailing the notice. Each delinquent notice shall contain the following language:

“This is to notify you that unless you bring your utility account(s) current, your service(s) will be cut off 15 days after the date this notice was mailed. You have the right to protest this termination as unjustified if you believe that you have been overcharged or charged for services not rendered. If you believe there is a mistake in this billing, you have the right to be heard and to present your argument and evidence. The City will evaluate your complaint and determine whether you owe the amounts in question. To protest this billing, you must contact the City's Collection Agent at 505-454-1401, prior to the cut-off date.”

- (2) If a customer is delinquent in the payment of utilities at one location, the customer shall not be entitled to utilities at another location until such prior delinquency has been paid.
- (3) If utilities owed are not paid to the City within six months after the initial billing date, a lien against the property shall be filed according to the New Mexico State Statutes.
- (4) The City may disconnect the private service line of the delinquent account from the City collection line and plug said private line.

C. Late payment fee. All amounts billed for utilities or other charges specified in this chapter shall be due and payable when the bill is issued, and shall become subject to a late payment fee in the event the customer fails to pay any amount due at the time of the issuance of the next bill. The City shall assess a fee of 1.25% per month to amounts which have not been paid at the time of the issuance of the next bill. The fee shall be compounded for each month for which amounts remain unpaid.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor David Romero

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY

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City Attorney



SOLID WASTE ORDINANCE #24-04  
AMENDING ORDINANCE #10-20  
SECTION 361-10 – SERVICES, RATES AND CHARGES  
AN ORDINANCE AMENDING SECTION 361-10 – SERVICES, RATES AND CHARGES OF  
THE CITY OF LAS VEGAS SOLID WASTE ORDINANCE AND ADDING A NEW  
SECTION 361-12 PAYMENTS; DELINQUENCIES; LIENS; DISCONNECTIONS

WHEREAS, the present section amends the Services, Rates and Charges

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT SECTION 361-10 E. and F. OF THE SOLID WASTE ORDINANCE BE AMENDED AS FOLLOWS INTO NEW SECTION 361-12 PAYMENTS; DELINQUENCIES; LIENS; DISCONNECTIONS.

WHEREAS, the present section amends the Services, Rates and Charges

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT SECTION 361-10 OF THE SOLID WASTE ORDINANCE BE AMENDED AS FOLLOWS AND SECTION 361-12 BE ADDED AS FOLLOWS:

**§ 361-10 Services, rates and charges.**

[Amended 7-20-2005 by Ord. No. 05-10; 8-17-2005 by Ord. No. 05-15; 9-21-2005 by Ord. No. 05-19; 6-7-2006 by Ord. No. 06-10; 7-15-2009 by Ord. No. 09-08; 7-28-2010 by Ord. No. 10-20]

The rates, charges and services of the City's solid waste utility shall be as described and defined below for customers receiving solid waste service inside the City limits:

**A. Residential service.**

- (1) Residences are defined as single-family dwellings, each apartment unit of any apartment complex, and each mobile home occupied as a place of residence whether located within or outside a so-called trailer or mobile home park. Each such residence shall pay the rates listed in the attached Rate Schedule 1<sup>[1]</sup> for the use of a single cart which shall be emptied by the City once per week. Each additional cart provided to the same residence shall result in charges according to rates listed in the attached Rate Schedule 1. Each residence shall be limited to the use of two carts. The occupant and the owner of the residence shall be responsible for the cart, which remains the property of the City. The account holder shall pay \$75 for cart replacement due to damage or theft as listed in the attached Rate Schedule 3.<sup>[2]</sup>

[1] *Editor's Note: The current rate schedules are available from the City offices.*

[2] *Editor's Note: The current rate schedules are available from the City offices.*

(2) In the event that the City deems that the area around a residential container must be cleaned, the City shall perform this service for a charge according to rates listed in the attached Rate Schedule 3.

(3) Any residential customer of the City's solid waste utility requiring special pickup of solid waste shall be billed an additional amount according to rates listed in the attached Rate Schedule 3.

(4) Note: Residential pickup fees shall include an automatic 42.6% increase on February 1, 2011, and subsequent 5% yearly increases for fiscal year 2012 through 2015. The adjustment shall be reflected in an update to the attached Rate Schedule 1.

#### B. Exemption.

(1) A person who owns or rents a residence shall receive a \$5 per month exemption from the residential container charge if the following criteria are met:

(a) The person shall complete an exemption application annually and submit it to the City's Customer Service division. The exemption shall be reviewed and revised if a name change is requested for that residence. The exemption application shall be maintained at the Customer Service division.

(b) The applicant shall present a valid medicare or medicaid card and evidence that he/she is a senior citizen 55 years or older.

(c) The applicant shall present evidence that he/she is the titled owner and is the full-time occupant of the residence where service is being provided; or the applicant shall present a rental or lease agreement signed by the owner of the property in which the applicant is residing showing the applicant to be the legal tenant. The applicant shall also provide evidence that he/she is the full-time occupant of the property.

(2) In the event that the applicant fails to pay any charge for solid waste utility service throughout the exemption period, the exemption shall be nullified and regular charges for services shall be assessed for the exemption period.

#### C. Commercial service.

(1) Monthly charges for commercial services are based on container size and frequency of pickup listed in the attached Rate Schedule 2.<sup>[3]</sup>

[3] *Editor's Note: The current rate schedules are available from the City offices.*

(2) Note: Commercial pickup fees shall include an automatic 42.6% increase on February 1, 2011, and subsequent 5% yearly increases for fiscal year 2012 through 2015. The adjustment shall be reflected in an update to the attached Rate Schedule 1.

#### D. Additional conditions.

(1) Mixed residential/commercial use. Commercial establishments which contain on the premises a residence in which the owner or operator of the commercial establishment maintains his/her residence shall be assessed commercial charges only. However, in the

event the residence is occupied by persons other than the owner or operator of the commercial establishment, the charges made for solid waste utility services shall be based on both residential and commercial rates. Charges shall be determined by the waste service(s) provided to the premises and the business license.

- (2)** Compulsory collection and services fees. Except as otherwise provided, every person owning or controlling real property with a structure on said property within the City shall pay the solid waste collection or disposal fees established and provided for by this chapter.
- (3)** Payment of fees. The billing and collection of charges for container and other related solid waste utility services provided by this chapter shall be done by the City's Customer Service Division. Services provided at the transfer station may be billed through the Customer Service Division or may be paid in cash at the transfer station.
- (4)** Responsibility for payment of charges.

  - (a)** If a landlord does not wish to be responsible for specific, or any utilities incurred on their rental property(ies), they must submit a notarized landlord waiver of responsibility form to the City of Las Vegas Utilities Department, located at 905 12th Street.
  - (b)** If such form is not submitted, the landlord is responsible for any charges accrued, pursuant to NMSA 1978, § 3-23-6, and if utility charges are not paid to the City within six months after the initial billing date, a lien against the property shall be filed according to NMSA 1978, § 3-36-1. The landlord shall submit a landlord utilities waiver of responsibility form only once for each rental property involving said waiver of utility payment.
  - (c)** Additional requirements.

    - [1]** Landlord standby utilities agreement. The landlord must enter into a landlord standby utilities agreement with the City to have those services provided by the City Utilities Department. Provision of standby utilities services are optional and will be provided only to those landlords requesting said standby services.
    - [2]** Landlord/tenant filing system. The City of Las Vegas Utilities Department shall maintain a comprehensive filing system that will contain any and all agreements, waivers and forms requesting utility service covered in this chapter. A separate file will be maintained for each landlord and each utility service address.
- (5)** Automatic rate adjustment. Annual automatic adjustments to the rates and charges of the Solid Waste Utility may be made through application of the Consumer Price Index (CPI-U) which is maintained by the US government.



- (a) Adjustments. The adjustment shall be authorized by the City Manager only after examination of the financial performance of the utility in the past fiscal year.
- (6) Emergency adjustments to rates and charges. Due to the nature of the operations of the solid waste utility, the City recognizes that there may be unforeseen or emergency situations that would require rapid adjustment of the rates and charges of the utility. The City shall implement such emergency rate adjustments, provided that the following conditions are met:
  - (a) The issue requiring an emergency rate adjustment shall be presented to the City's Utility and Finance Committees. Concurrence for the action by these two Committees is required to implement the emergency rate adjustment.
  - (b) An emergency rate adjustment shall be considered only an interim action. In the event this chapter is not amended to permanently change the rates and charges of the solid waste utility within 90 days of the implementation of the emergency adjustment, the rates and charges shall revert back to those in effect prior to the implementation of the emergency adjustment.

#### Chapter 361 Solid Waste

#### §361-12 PAYMENTS; DELINQUENCIES; LIENS; DISCONNECTIONS

- A. Unless otherwise provided, billings shall be made on a monthly basis. All amounts due shall be payable when billed and shall become delinquent if not paid by the due date, a minimum of 20 days from billing.
- B. The City may take the following actions in response to delinquent user fees:
  - (1) If payment of any amount due is not made by the due date, the bill will be deemed delinquent and the customer will be given 15 calendar days from the date the bill is deemed delinquent before utilities to the property are discontinued and shall not be again resumed until payment of amounts due, plus any penalties and interest, have been paid in full or an arrangement has been made. Reasonable notice and right to protest must be given to the customer prior to actual cut-off of utilities. The City's Customer Service Division shall notify the customer of delinquent amounts and that service shall be terminated on a particular date, not less than 15 days after mailing the notice. Each delinquent notice shall contain the following language:

“This is to notify you that unless you bring your utility account(s) current, your service(s) will be cut off 15 days after the date this notice was mailed. You have the right to protest this termination as unjustified if you believe that you have been overcharged or charged for services not rendered. If you believe there is a mistake in this billing, you have the right to be heard and to present your argument and evidence. The City will evaluate your complaint and

determine whether you owe the amounts in question. To protest this billing, you must contact the City's Collection Agent at 505-454-1401, prior to the cut-off date.”

- (2) If a customer is delinquent in the payment of utilities at one location, the customer shall not be entitled to utilities at another location until such prior delinquency has been paid.
- (3) If utilities owed are not paid to the City within six months after the initial billing date, a lien against the property shall be filed according to the New Mexico State Statutes.
- (4) The City may disconnect the private service line of the delinquent account from the City collection line and plug said private line.

C. Late payment fee. All amounts billed for utilities or other charges specified in this chapter shall be due and payable when the bill is issued, and shall become subject to a late payment fee in the event the customer fails to pay any amount due at the time of the issuance of the next bill. The City shall assess a fee of 1.25% per month to amounts which have not been paid at the time of the issuance of the next bill. The fee shall be compounded for each month for which amounts remain unpaid.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor David Romero

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY

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



**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** May 15, 2024

**Date Submitted:** 5/9/24

**Department:** Executive

**Item:** Request approval for City Manager Tim Montgomery to complete and submit all future non-risk loan applications for FEMA projects that are ready for SB6 loans.

Allowing the City Manager to move forward with all FEMA project applications would be more efficient than requesting Council's approval which would delay the loan process.

**Fiscal Impact:**

**Attachments:**

**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.**

Approved For Submittal By:  
Mayor David Romero

Reviewed By:

  
\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

**CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN**

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_



**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** May 15, 2024

**Date Submitted:** May 2, 2024

**Department:** Community Services

**Item/Topic:** Request to approve Appropriation A23H2068-5 \$21,389.99 from Aging & Long Term Services, Gap Funding (A22G-5346) for the purchase of equipment of 2 hot-shot delivery trucks.

Additional funding was requested due to the cost of the vehicles from the time of Legislative request and final quote.



**Fiscal Impact:** None

**Attachments:** A22G-5346, price quote for two delivery trucks

**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.**

Approved For Submittal By:

Reviewed By:

  
\_\_\_\_\_  
Department Director  
  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Finance Director

**CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN**

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_



**APPROPRIATION RECIPIENT:**

Grantee: City of Las Vegas, Wanda Salazar, Senior Center Manager  
Title: Las Vegas Senior Center – Gap funding (A22G-5346) for the purchase and equip of 2 hot-shot trucks  
Address: 1700 N. Grand Ave., Las Vegas, New Mexico 87701  
Email: wsalazar@lasvegasnm.gov Telephone: 505-425-9139

**APPROPRIATION NUMBER:**      **APPROPRIATION AMOUNT:**      **APPROP TERM DATE:**  
**A23H2068-5**                              **\$ 21,381.99**                              **June 30<sup>th</sup>, 2027**

**APPROPRIATION LANGUAGE**

**Laws of 2023, Chapter 199, Section 4, Paragraph 65 – for emergency requests to plan, design, renovate, improve, equip and furnish the City of Las Vegas Senior Center in the City of Las Vegas including delivery and installation of building systems and the purchase and installation of meals equipment, and to purchase and equip vehicles for senior centers statewide. (Any grant funds unexpended by June 30, 2024, will be terminated and re-issued back to the appropriation for other statewide needs)**

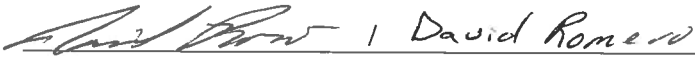
**CERTIFICATION**

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 (if applicable).
- 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 for FY24 (July 1, 2023 – June 30, 2024) is June 30th, 2024. 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.

  
Grantee Chief Elected Official Signature / Printed Name

1-25-24  
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

**A23H2068-5 Gap funding (A22G-5346) for the purchase and equip of 2 hot-shot trucks - \$21,381.99**

  
Agency Designee signature

01/25/2024  
Date




# Proposal

2500 Rio Rancho Blvd  
Rio Rancho, NM 87124

QUOTE TO: City of Las Vegas Senior Center  
Attn: Joyce Romero

PROPOSAL # 043024-3  
 PROPOSAL DATE April 30th, 2024  
 MEMBER PO #.  
 TERMS Due on Receipt  
 SALES REP Diego Martinez  
 SHIPPED VIA Pick UP  
 F.O.B.  
 PREPAID or COLLECT

SHIPPED TO: (2) 2024 Ford F-150 Regular Cab 4WD - Oxford

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>NM CES Contract #2020-31A-All</b>			
2	2024 Ford F150 Regular Cab XL 4x4	\$ 45,837.75	\$ 91,675.50
	Options:		\$ -
	- 5.0L V8 Gas Engine		\$ -
	- 10 Speed Transmission		\$ -
2	- Delivery Concepts HOT/COLD Body	\$ 36,500.00	\$ 73,000.00
	- 17" Steel Wheels		\$ -
	- Running Boards		\$ -
	- All Weather Mat		\$ -
	- Backup Alarm		\$ -
2	CES Discount 2%	\$ (1,646.76)	\$ (3,293.51)
<b>Ordered Unit</b>		<b>SUBTOTAL</b>	<b>161,381.99</b>
<b>Subject to Prior Sale</b>			
<b>Quote Valid for 30 Days</b>			
<b>DIRECT ALL INQUIRIES TO:</b> Diego Martinez 505.712.3913 <a href="mailto:dmartinez@chalmersford.com">dmartinez@chalmersford.com</a>		 <b>COMMERCIAL VEHICLE CENTER</b>	<b>\$161,381.99</b> PAY THIS AMOUNT



June Tafoya <jcordova@lasvegasnm.gov>

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**Fwd: BAR needed**

1 message

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**Dominic Chavez** <dchavez@lasvegasnm.gov>  
To: June Tafoya <jtafoya@lasvegasnm.gov>

Thu, May 2, 2024 at 11:25 AM

Thank you,

Dominic A. Chavez  
Deputy Finance Director  
City of Las Vegas  
505-454-1401 Ext. 1102  
dchavez@lasvegasnm.gov

----- Forwarded message -----

From: **Wanda Salazar** <wsalazar@lasvegasnm.gov>  
Date: Wed, Jan 24, 2024 at 2:46 PM  
Subject: Re: BAR needed  
To: Dominic Chavez <dchavez@lasvegasnm.gov>

Good afternoon Dominic, were these BAR's done? Please see above. I was just awarded an additional \$21,381.99 to add to the \$140,000 for purchasing vehicles. All of this is new funding.

I need to get the Appropriation signed for the \$21,381.99, so we can't process a BAR for this yet, but was wondering cause I don't see them in Tyler.

Please let me know.

Thank you

Wanda

*Wanda Renay Salazar, BSW*

**Community Services Director**

**City of Las Vegas**

**Email:** wsalazar@lasvegasnm.gov

**Phone:** 505-425-9139

Fax: 505-425-9587

Cell: 505-617-5069

" The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours"

"The happiest people don't necessarily have the best of everything; they just make the best of everything they have" Five simple rules to be happy: 1. Free your heart from hatred.2. Free your mind from worries, 3. Live simply, 4. Give more, 5. Expect less! Things are to be used, but People are to be loved ... Be yourself....This is the only day we HAVE - unknown

On Wed, Dec 13, 2023 at 2:50 PM Wanda Salazar <wsalazar@lasvegasnm.gov> wrote:

Good afternoon, please see attached contracts. ALTSD has funded the Las Vegas Senior Center the following appropriations:

- 1 - A22G-5346 - \$140,000 - 2 Hot Shot Trucks/Vehicles for Las Vegas Senior Center. Expiration Date is 06/30/2026
2. - A22G-5345 - \$130,000 - Kitchen Equipment for the Las Vegas Senior Center. Expiration Date is 06/30/2026

 A22G-5345 - LV Kitchen - \$130,000 EXP06.30.26 -...

 A22G-5346 - LV Vehicles - \$140,000 EXP06.30.26 ...

Please let me know when we can begin to purchase.

Thank you

Wanda

*Wanda Renay Salazar, BSW*

**Community Services Director**

**City of Las Vegas**

**Email:** [wsalazar@lasvegasnm.gov](mailto:wsalazar@lasvegasnm.gov)

**Phone:** 505-425-9139

Fax: 505-425-9587

Cell: 505-617-5069

"The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours"

"The happiest people don't necessarily have the best of everything; they just make the best of everything they have" Five simple rules to be happy: 1. Free your heart from hatred.2. Free your mind from worries, 3. Live simply, 4. Give more, 5. Expect less! Things are to be used, but People are to be loved ... Be yourself....This is the only day we HAVE - unknown

## **The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours**

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.





**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** 02/14/2024

**Date Submitted:** 01/25/2024

**Department:** Community Services

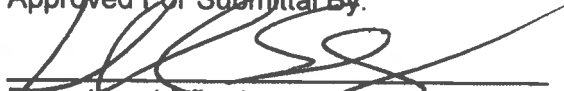
**Item/Topic:** Request to approve a Legislative Appropriation for \$140,000 from Aging and Long Term Services (ALTSD) to the City of Las Vegas to purchase 2 Hot Shot Trucks for the Las Vegas Senior Center.

**Fiscal Impact:** The City of Las Vegas will be reimbursed up to \$140,000 from ALTSD to purchase 2 Hot Shot Trucks for the Las Vegas Senior Center Program.

**Attachments:** The Grant Agreement between the City of Las Vegas and Aging and Long Term Services Department.

**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.**

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
City Manager

Reviewed By:

 2/7/24  
\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN**

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

**STATE OF NEW MEXICO  
 AGING AND LONG-TERM SERVICES DEPARTMENT  
 FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this 13th day of December, 2023, by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", and City of Las Vegas, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

WHEREAS, in the Laws of 2022, Chapter 55, Section 10, Paragraph 47, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, 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.

**AGREEMENT**

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

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

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

A22G-5346 \$140,000.00 APPROPRIATION REVERSION DATE: 30-JUN-2026  
 Laws of 2022, Chapter 55, Section 10, Paragraph 47, one hundred forty thousand dollars, (\$140,000.00), to purchase and equip vehicles for the Las Vegas senior center in Las Vegas in San Miguel county.

The Grantee's total reimbursements shall not exceed one hundred forty thousand dollars (\$140,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places (\$.00)<sup>1</sup>, if applicable, zero dollars which equals (\$140,000.00) (the "Adjusted Appropriation Amount").

<sup>1</sup> 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.

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." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional 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 Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or

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<sup>2</sup> "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.

- 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 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: Leo J. Maestas  
Title: City Manager  
Address: 1700 N. Grand Ave , Las Vegas, NM 87701  
Email: lmaestas@lasvegasnm.gov  
Telephone: 505-454-1401

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

Grantee: City of Las Vegas  
Name: Wanda Salazar  
Title: Community Services Director  
Address: 1700 N. Grand Ave., Las Vegas, NM 87701,  
Email: wsalazar@lasvegasnm.gov  
Telephone: 505-425-9139

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

Department: Aging and Long-Term Services Department  
Name: Monica Cordova/Elizabeth Chavez  
Title: Project Coordinator/Capital Outlay Bureau Chief  
Address: 2550 Cerrillos Road, Santa Fe, NM 87505  
Email: [monica.cordova@altsd.nm.gov](mailto:monica.cordova@altsd.nm.gov) / [elizabeth.chavez@altsd.nm.gov](mailto:elizabeth.chavez@altsd.nm.gov)  
Telephone: 505-709-7982 / 505-365-3804

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

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

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

2026, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

#### **ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

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

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

##### **B. Early Termination Before Reversion Date Due to Non-appropriation**

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

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

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

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

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

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

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

**D. Corrective Action Plan in the Event of Suspension**

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

**ARTICLE VII. AMENDMENT**

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

**ARTICLE VIII. REPORTS**

**A. Database Reporting**

The Grantee shall report quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

**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) Twenty (20) days from date of Early Termination; or
- (iii) 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 Wage 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 employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

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

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

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

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

#### **ARTICLE XIII. LIABILITY**

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

**ARTICLE XIV. SCOPE OF AGREEMENT**

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

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

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

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

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

Grantee acknowledges, warrants, and agrees that Grantee shall include the following 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 Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Las Vegas may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Las Vegas] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

**ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

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

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

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

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

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

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


B. Grantee acknowledges and agrees that 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]

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

*City of Las Vegas*  
\_\_\_\_\_  
Entity Name

By: *Leo S. Marstas.*  
\_\_\_\_\_  
(Type or Print Name)

Its: *City Manager*  
\_\_\_\_\_  
(Type or Print Title)

*12/6/23*  
\_\_\_\_\_  
Date

**AGING AND LONG-TERM SERVICES DEPARTMENT**

  
\_\_\_\_\_  
By:

Its: Cabinet Secretary or Designee

*12/13/2023*  
\_\_\_\_\_  
Date



**CITY OF LAS VEGAS**  
**COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** May 15, 2024

**Date Submitted:** May 3, 2024

**Department:** Finance

**Item/Topic:** Approval of Resolution 24-15, City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include:

- An expense increase to Fund 214 – Street Co-op/Projects in the amount of \$176,083 to correct the available budget carryforward from FY23 into FY24 for NMDOT University Project D19526.
- A revenue/expense increase to Fund 217 – Special Legislative Appropriations in the amount of \$91,000 for appropriations to Padilla Sports Complex 22-ZG1023-41.
- An expense increase to Fund 217 - Special Legislative Appropriations in the amount of \$4,814 to correct the available budget carryforward from FY23 into FY24 for ALTSD #A20E5280.
- A revenue/expense increase to Fund 217 – Special Legislative Appropriations in the amount of \$21,381.99 to purchase and equip vehicles for A23H2068-5.
- A revenue/expense increase to Fund 282 – Senior Citizens Center in the amount of \$6,000 for ALTSD NM Grown Fresh purchase of kitchen equipment.
- A revenue/expense increase to Fund 285 – FEMA Project 690381 in the amount of \$14,964,619 for debris removal within city limits.
- An expense increase to Fund 610 – Waste Water in the amount of \$55,000, an expense increase to Fund 620 – Natural Gas in the amount of \$90,000, an expense increase to Fund 630 – Solid Waste in the amount of \$55,000, and an expense increase to Fund 640 – Water in the amount of \$106,000 to correct and match administrative charges to the respective General Fund budgeted revenue accounts.

**Fiscal Impact:**

- An expense increase to Fund 214 – Street Co-op/Projects in the amount of \$176,083 to correct the available budget carryforward from FY23 into FY24 for NMDOT University Project D19526.
- A revenue/expense increase to Fund 217 – Special Legislative Appropriations in the amount of \$91,000 for appropriations to Padilla Sports Complex 22-ZG1023-41.
- An expense increase to Fund 217 - Special Legislative Appropriations in the amount of \$4,814 to correct the available budget carryforward from FY23 into FY24 for ALTSD #A20E5280.
- A revenue/expense increase to Fund 217 – Special Legislative Appropriations in the amount of \$21,381.99 to purchase and equip vehicles for A23H2068-5.
- A revenue/expense increase to Fund 282 – Senior Citizens Center in the amount of \$6,000 for ALTSD NM Grown Fresh purchase of kitchen equipment.
- A revenue/expense increase to Fund 285 – FEMA Project 690381 in the amount of \$14,964,619 for debris removal within city limits.
- An expense increase to Fund 610 – Waste Water in the amount of \$55,000, an expense increase to Fund 620 – Natural Gas in the amount of \$90,000, an expense increase to Fund 630 – Solid Waste in the amount of \$55,000, and an expense increase to Fund 640 – Water in the amount of \$106,000 to correct and match administrative charges to the respective General Fund budgeted revenue accounts.




**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.**

Approved For Submittal By:

Reviewed By:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

**CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN**

**Resolution No.** \_\_\_\_\_

**Continued To:** \_\_\_\_\_

**Ordinance No.** \_\_\_\_\_ **Referred To:**

**Contract No:** \_\_\_\_\_

**Denied** \_\_\_\_\_

**Approved** \_\_\_\_\_

**Other** \_\_\_\_\_

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 24-15**

**A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE**  
**2023-2024**  
**FISCAL YEAR**

**WHEREAS**, the Governing Body of the City of Las Vegas has developed a budget adjustment request for fiscal year 2023-24; and

**WHEREAS**, said budget was developed on basis of increases in revenue, expenditure and transfer (in) out through cooperation with all user departments, elected officials and other department supervisors; and

**WHEREAS**, the City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include:

- An expense increase to Fund 214 – Street Co-op/Projects in the amount of \$176,083 to correct the available budget carryforward from FY23 into FY24 for NMDOT University Project D19526.
- A revenue/expense increase to Fund 217 – Special Legislative Appropriations in the amount of \$91,000 for appropriations to Padilla Sports Complex 22-ZG1023-41.
- An expense increase to Fund 217 - Special Legislative Appropriations in the amount of \$4,814 to correct the available budget carryforward from FY23 into FY24 for ALTSD #A20E5280.
- A revenue/expense increase to Fund 217 – Special Legislative Appropriations in the amount of \$21,381.99 to purchase and equip vehicles for A23H2068-5.
- A revenue/expense increase to Fund 282 – Senior Citizens Center in the amount of \$6,000 for ALTSD NM Grown Fresh purchase of kitchen equipment.
- A revenue/expense increase to Fund 285 – FEMA Project 690381 in the amount of \$14,964,619 for debris removal within city limits.
- An expense increase to Fund 610 – Waste Water in the amount of \$55,000, an expense increase to Fund 620 – Natural Gas in the amount of \$90,000, an expense increase to Fund 630 – Solid Waste in the amount of \$55,000, and an expense increase to Fund 640 – Water in the amount of \$106,000 to correct and match administrative charges to the respective General Fund budgeted revenue accounts.

**WHEREAS**, the Governing Body finds the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2023-24; and,

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the aforementioned budget adjustment request and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

ACCEPTED AND APPROVED this day \_\_\_\_ of May 2024.

\_\_\_\_\_  
Mayor David G. Romero

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

CITY OF LAS VEGAS  
 RESOLUTION # 24-15  
 BUDGET ADJUSTMENT REQUEST  
 FISCAL YEAR 2024 as of May 15, 2024

RESOLUTION # 24-15	TYLER	DFA	DESCRIPTION	ASSET CASH	REVENUE	EXPENDITURES
ROAD/STREET PROJECTS	214-0000-720-8142	214-30400-5002-58090	NMDOT-UNIVERSITY D19526	\$ 176,083.00		\$ 176,083.00
SPECIAL LEGIS. APPROPRIATIONS	217-0000-430-5479	217-30300-0001-47300	PADILLA SPORTS COMPLEX - 22-ZG1023-41		\$ 91,000.00	
SPECIAL LEGIS. APPROPRIATIONS	217-0000-780-8074	217-30300-2002-58040	PADILLA SPORTS COMPLEX - 22-ZG1023-41			\$ 91,000.00
SPECIAL LEGIS. APPROPRIATIONS	217-0000-780-8118	217-30300-2002-58020	ALTSD # A20E5280	\$ 4,814.00		\$ 4,814.00
SPECIAL LEGIS. APPROPRIATIONS	217-0000-430-5498	217-30300-0001-47499	A23H2068-5 PURCHASE AND EQUIP VEHICLES		\$ 21,381.99	
SPECIAL LEGIS. APPROPRIATIONS	217-0000-780-8147	217-30300-2002-58080	A23H2068-5 PURCHASE AND EQUIP VEHICLES			\$ 21,381.99
SENIOR CITIZENS CENTER	282-6200-540-5796	282-21900-0001-47499	NM GROWN FRESH		\$ 6,000.00	
SENIOR CITIZENS CENTER	282-6200-750-7125	282-21900-4008-57999	NM GROWN FRESH			\$ 6,000.00
FIRE PROTECTION - FEMA	285-0000-430-5336	285-20900-0001-47699	FEMA PROJECT 690381		\$ 14,964,619.00	
FIRE PROTECTION - FEMA	285-0000-430-8146	285-20900-3002-55030	FEMA PROJECT 690381			\$ 14,964,619.00
ENTERPRISE FUND - ADMIN CHARGES	610-0000-630-7505	610-50300-6005-57999	WW ADMIN CHARGES	\$ 55,000.00		\$ 55,000.00
ENTERPRISE FUND - ADMIN CHARGES	620-0000-630-7505	620-51700-6002-57999	GAS ADMIN CHARGES	\$ 90,000.00		\$ 90,000.00
ENTERPRISE FUND - ADMIN CHARGES	630-0000-630-7505	630-50200-6004-57999	SOLID WASTE ADMIN CHARGES	\$ 55,000.00		\$ 55,000.00
ENTERPRISE FUND - ADMIN CHARGES	640-0000-630-7505	640-50100-6003-57999	WATER ADMIN CHARGES	\$ 106,000.00		\$ 106,000.00
TOTALS				\$ 486,897.00	\$ 15,083,000.99	\$ 15,569,897.99

DUE TO AN ENCUMBRANCE THE FULL BUDGET WAS NOT CARRIED OVER FROM FISCAL YEAR 2023 INTO FISCAL YEAR 2024

FY23	Account	Name	Original Budget	Budget Adjustment	Current Budget	Activity	Encumbrances	Reserves	Budget Remaining
	214-0000-720-8142	NMDOT-UNIVERSITY D19526	\$ -	\$ 2,673,773.00	\$ 2,673,773.00	\$ 82,250.08	\$ -	\$ -	\$ 2,591,522.92
			0.00	2,673,773.00	2,673,773.00	82,250.08	0.00	0.00	2,591,522.92

FY24	Account	Name	Original Budget	Budget Adjustment	Current Budget	Activity	Encumbrances	Reserves	Budget Remaining
	214-0000-720-8142	NMDOT-UNIVERSITY D19526	\$ 2,415,440.00	\$ -	\$ 2,415,440.00	\$ 136,250.77	\$ 81,713.50	\$ -	\$ 2,197,475.73
			2,415,440.00	0.00	2,415,440.00	136,250.77	81,713.50	0.00	2,197,475.73

TOTAL ADJUSTMENT NEEDED TO CORRECT BUDGET  
AVAILABLE FROM FY23 TO FY24 (\$176,083.00)

\$ 176,082.92

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 62000 REGIONAL RECREATION CENTERS QUALITY OF LIFE**

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

**RECITALS**

**WHEREAS**, in the Laws of 2022, Chapter 54, Section 10, Subsection 14, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

**AGREEMENT**

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

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

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

**22-ZG1023-41      \$91,000.00      APPROPRIATION REVERSION DATE: JUNE 30, 2025**  
Laws of 2022, Chapter 54, Section 10, Subsection 14, Ninety One Thousand Dollars and Zero Cents (\$91,000.00), to plan, design, construct, furnish and equip the Padilla Sports complex in Las Vegas in San Miguel county.

The Grantee's total reimbursements shall not exceed Ninety One Thousand Dollars and Zero Cents \$91,000.00 (the "Award Amount").

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>10</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Award 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 Award Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve 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:

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<sup>10</sup> "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.

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: City of Las Vegas  
Name: Louie A Trujillo  
Title: Mayor  
Address: 1700 N. Grand Avenue Las Vegas, NM 87701  
Email: [mayor.louie.trujillo@lasvegasnm.gov](mailto:mayor.louie.trujillo@lasvegasnm.gov)  
Telephone: 505-454-1401

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

Grantee: City of Las Vegas  
Name: Leo J. Maestas  
Title: Town Manager  
Address: 1700 N. Grand Avenue Las Vegas, NM 87701  
Email: [lmaestas@lasvegasmn.gov](mailto:lmaestas@lasvegasmn.gov)  
Telephone: 505-454-1401

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

Department: DFA/Local Government Division  
Name: Steve Lacy  
Title: Program Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
Email: [Stevenk.Lacy@dfa.nm.gov](mailto:Stevenk.Lacy@dfa.nm.gov)  
Telephone: 505-695-5602

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2025**, 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 Award Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

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

**B. Early Termination Before Reversion Date Due to Non-appropriation**

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

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

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

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

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

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

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension

has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

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

**ARTICLE VII. AMENDMENT**

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

**ARTICLE VIII. REPORTS**

**A. 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, on Exhibit 3. Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that monthly reports have been submitted. The Grantee hereby acknowledges that failure to complete and submit reports 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. 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) Twenty (20) days from date of Early Termination; or
- (iii) 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 Wage 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 employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

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

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

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

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

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

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

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

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

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

Grantee acknowledges, warrants, and agrees that Grantee shall include the following 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 a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the **City of Las Vegas** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Las Vegas** 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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**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

City of Las Vegas

Entity Name

By: Leo Maestas  
(Type or Print Name)

Its: City Manager  
(Type or Print Title)

Date: 2/6/23

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

DocuSigned by:

Renee Ward

2391383D0F60499

By:

Its: Division Director

2/13/2023

Date



**STATE OF NEW MEXICO**  
**HB2 Regional Recreation Centers/Quality of Life**  
**Request for Payment Form**  
**Exhibit 1**

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
 \_\_\_\_\_  
City, State, Zip
- C. Contact Name/Phone #: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount:                      \$ 0.00
- C. AIPP Amount (If Applicable):                      \$ 0.00
- D. Funds Requested to Date:                      \$ 0.00
- E. Amount Requested this Payment:                      \$ 0.00
- F. Reversion Amount (If Applicable):                      \$ 0.00
- G. Grant Balance:                      \$ 0.00
- H.  ARPA       GF
- I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** 2023 (July 1, 2022-June 30, 2023)  
(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 required 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 Grant Agreement.

**V.  Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

\_\_\_\_\_  
**Grantee Fiscal Officer**  
 or Fiscal Agent (if applicable)

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
 Division Fiscal Officer

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Division Project Manager

\_\_\_\_\_  
 Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
REGIONAL RECREATION CENTERS/QUALITY OF LIFE GRANT - EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, Project Manager

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount: \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

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

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

Department Rep. Approver: \_\_\_\_\_

Title: Project Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**REIMBURSING AGENCY:** Department of Finance and Administration

**Business Unit:** 341

**STATE OF NEW MEXICO  
HB2 Regional Recreation Centers/Quality of Life  
Monthly Report Form  
Exhibit 3**

**Appropriation Recipient:** \_\_\_\_\_

**Appropriation Number:** \_\_\_\_\_

<b>Use of Appropriation Funds</b>	<b>Amount</b>
Capital Expenses	\$ 0.00
Other	\$ 0.00
	\$ 0.00
	\$ 0.00
<b>Total Amount of Appropriation Funds Expended</b>	<b>\$ 0.00</b>

**Narrative**  
*Describe the outcomes, results, benefit, and or uses of the appropriation funds*

217-0000-780-0110  
ALTSO # A20E5280

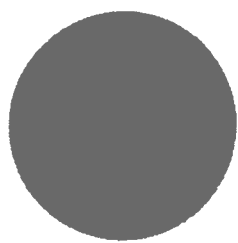
Fiscal  
7/1/2023 - 6/30/2024

Balance 0.00  
Pending 0.00

- Summary
- General
- Segmentation
- Report Groups
- Notes
- Budget
  - Summary
  - Detail
  - Period Distributions
  - Adjustments
  - Budget Notes
- History
  - Detail
  - Period Activity
  - Fiscals
  - Journal Entries
  - Encumbrances
  - Reserves
  - Documents

Budget Summary

Original Budget	12,489.00
Adjustments	0.00
Current Budget	12,489.00
Activity	0.00
Encumbrances	0.00
Reserves	0.00
Budget Remaining	12,489.00
Pending	0.00
Budget Available	12,489.00



Budget Remaining	12,489.00	Percent Remaining	100.00%
Budget Used	0.00	Percent Used	0.00%

4-30-2024

this Budget s/B \$17,302.56 or \$17,303  
per end of FY 23 Budget Remaining

Stafaja

217-0000-780-8118  
ALTSD # A20E5280

Fiscal

7/1/2022 - 6/30/2023

Balance: 32,692.44  
Pending: 0.00

Summary

Budget Summary

General

Segmentation

Report Groups

Notes

Budget

Summary

Detail

Period Distributions

Adjustments

Budget Notes

History

Detail

Period Activity

Fiscals

Journal Entries

Encumbrances

Reserves

Documents

Original Budget 50,000.00

Adjustments 0.00

Current Budget 50,000.00

Activity 32,697.44

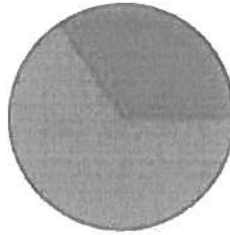
Encumbrances 0.00

Reserves 0.00

Budget Remaining 17,302.56

Pending 0.00

Budget Available 17,302.56



Legend: Budget Used (light grey), Budget Remaining (dark grey)

Budget Remaining	17,302.56	Percent Remaining	34.61%
Budget Used	32,697.44	Percent Used	65.39%

A20E5280

ALTSD Approval 4/26/2024

\$17,000.00

8.15%

\$1,384.79

---

\$18,384.79

\$17,302.56 217.0000.780.8118

\$1,082.23 282.6400.750.7401

---

\$18,384.79

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # 3

DATE: 04/26/2024

TO: Department Representative: Consuelo Holdridge

FROM: Grantee: City of Las Vegas Senior Center - Las Vegas Site

Grantee Official Representative: June Tafoya, Interim Community Services Director

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: A20E5280

Grant Termination Date: 06/30/2024

As the designated representative of the Department for Grant Agreement number A20E5280 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: LJ Pacheco Trucking & Gravel Products  
Third Party Obligation Amount: \$17,302.56

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<sup>1</sup> Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable):	<u>\$50,000.00</u>
The Amount of this Notice of Obligation:	<u>\$17,302.56</u>
The Total Amount of all Previously Issued Notices of Obligation:	<u>\$32,697.44</u>
The Total Amount of all Notices of Obligation to Date:	<u>\$50,000.00</u>

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

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

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # 2

DATE: 02/06/23

TO: Department Representative: Barbara J. Romero, Capital Outlay Bureau Chief  
FROM: Grantee: City of Las Vegas Senior Center – Las Vegas Senior Center  
Grantee Official Representative: Wanda Salazar, Community Services Director

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: A20E5280

Grant Termination Date: 6/30/2024

As the designated representative of the Department for Grant Agreement number A20E5280 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: The Electric Horseman  
Third Party Obligation Amount: \$3,375.98

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<sup>1</sup> Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \$50,000.00  
The Amount of this Notice of Obligation: \$3,375.98  
The Total Amount of all Previously Issued Notices of Obligation: \$29,321.46  
The Total Amount of all Notices of Obligation to Date: \$32,697.44

*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: Conyie Garcia *Approved!*  
Title: Project Coordinator  
Signature: \_\_\_\_\_  
Date: 3/21/23

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



---

**A20-E5280 RE: [EXTERNAL] Renovation information request**

1 message

---

**Martinez, Rebecca, ALTSD** <rebecca.martinez@altsd.nm.gov>

Fri, Apr 26, 2024 at 8:46 AM

To: June Tafoya-Cordova <jtafoya@lasvegasnm.gov>, Joyce Romero <jlromero@lasvegasnm.gov>

Cc: "Jacobs, Sarah, ALTSD" <Sarah.Jacobs@altsd.nm.gov>, "Holdridge, Consuelo, ALTSD"

<Consuelo.Holdridge@altsd.nm.gov>, "Zuniga, Gloria, ALTSD" <gloria.zuniga@altsd.nm.gov>

Good morning June.

Your request to use the remaining balance of \$17,302.56 in this renovation project for a renovation project to the East parking lot has been approved by Deputy Secretary Jacobs. Please proceed to submit your NOO to Consuelo. Good luck on getting the project finished before the 6/30/2024 end date. Thank you.

Rebecca S. Martinez

Contractor

Capital Outlay Bureau

Aging & Long Term Services Department

505-377-5792

rebecca.martinez@altsd.nm.gov



**From:** Jacobs, Sarah, ALTSD <Sarah.Jacobs@altsd.nm.gov>

**Sent:** Wednesday, April 24, 2024 2:05 PM

**To:** Martinez, Rebecca, ALTSD <rebecca.martinez@altsd.nm.gov>

**Subject:** RE: [EXTERNAL] Renovation information request

Hey Rebecca,

Thank you, I approve this request.

I removed Joyce Romero from the email, so please make sure you let her know the request is approved.

**From:** Martinez, Rebecca, ALTSD <rebecca.martinez@altsd.nm.gov>

**Sent:** Wednesday, April 24, 2024 1:47 PM

**To:** Jacobs, Sarah, ALTSD <Sarah.Jacobs@altsd.nm.gov>

**Cc:** Holdridge, Consuelo, ALTSD <Consuelo.Holdridge@altsd.nm.gov>; Zuniga, Gloria, ALTSD <gloria.zuniga@altsd.nm.gov>; Jacobs, Sarah, ALTSD <Sarah.Jacobs@altsd.nm.gov>; Joyce Romero <jlromero@lasvegasnm.gov>

**Subject:** RE: [EXTERNAL] Renovation information request

June Tafoya

Interim Community Services Director

City of Las Vegas, NM  
Phone (505)425-9139 ext. 1921  
Cell (505)617-3529  
jtafoya@lasvegasnm.gov

On Wed, Apr 17, 2024 at 4:35 PM Martinez, Rebecca, ALTSD <rebecca.martinez@altsd.nm.gov> wrote:

Good afternoon June,

I called and left a message for you to discuss this issue. Question: Have the electric/plumbing renovations (which was the original intent for these funds) been fully completed? If yes, please draft a letter of request to utilize the remaining funds for the renovation of the east parking lot. We understand the urgency to respond to your request, as this grant will end 6/30/2024. Thank you.

Rebecca S. Martinez

Contractor

Capital Outlay Bureau

Aging & Long Term Services Department

505-377-5792

rebecca.martinez@altsd.nm.gov

**From:** June Tafoya-Cordova <jtafoya@lasvegasnm.gov>  
**Sent:** Monday, April 15, 2024 3:24 PM  
**To:** Martinez, Rebecca, ALTSD <rebecca.martinez@altsd.nm.gov>  
**Subject:** [EXTERNAL] Renovation information request

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good afternoon Rebecca,

ALTSD # A20E5280	GOB	\$50,000.00	\$0.00	\$50,000.00	6/30/2024	\$17,302.56	6/30/2024	Elec/plumbing upgrades (kitchen) / Renovations
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**APPROPRIATION RECIPIENT:**

Grantee: City of Las Vegas, Wanda Salazar, Senior Center Manager  
Title: Las Vegas Senior Center – Gap funding (A22G-5346) for the purchase and equip of 2 hot-shot trucks  
Address: 1700 N. Grand Ave., Las Vegas, New Mexico 87701  
Email: wsalazar@lasvegasnm.gov Telephone: 505-425-9139

<u>APPROPRIATION NUMBER:</u>	<u>APPROPRIATION AMOUNT:</u>	<u>APPROP TERM DATE:</u>
A23H2068-5	\$ 21,381.99	June 30 <sup>th</sup> , 2027

**APPROPRIATION LANGUAGE**

Laws of 2023, Chapter 199, Section 4, Paragraph 65 – for emergency requests to plan, design, renovate, improve, equip and furnish the City of Las Vegas Senior Center in the City of Las Vegas including delivery and installation of building systems and the purchase and installation of meals equipment, and to purchase and equip vehicles for senior centers statewide. (Any grant funds unexpended by June 30, 2024, will be terminated and re-issued back to the appropriation for other statewide needs)

**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 (if applicable).
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 for FY24 (July 1, 2023 – June 30, 2024) is June 30th, 2024. 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.

  
\_\_\_\_\_  
Grantee Chief Elected Official Signature / Printed Name

1-25-24  
\_\_\_\_\_  
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

**A23H2068-5 Gap funding (A22G-5346) for the purchase and equip of 2 hot-shot trucks - \$21,381.99**

  
\_\_\_\_\_  
Agency Designee signature

01/25/2024  
\_\_\_\_\_  
Date

---

**Re: BAR needed**

1 message

---

**Wanda Salazar** <wsalazar@lasvegasnm.gov>  
To: Dominic Chavez <dchavez@lasvegasnm.gov>

Wed, Jan 24, 2024 at 2:45 PM

Good afternoon Dominic, were these BAR's done? Please see above. I was just awarded an additional \$21,381.99 to add to the \$140,000 for purchasing vehicles. All of this is new funding.

I need to get the Appropriation signed for the \$21,381.99, so we can't process a BAR for this yet, but was wondering cause I don't see them in Tyler.

Please let me know.

Thank you

Wanda

***Wanda Renay Salazar, BSW***

**Community Services Director**

**City of Las Vegas**

**Email: [wsalazar@lasvegasnm.gov](mailto:wsalazar@lasvegasnm.gov)**

**Phone: 505-425-9139**

**Fax: 505-425-9587**

**Cell: 505-617-5069**

" The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours"

"The happiest people don't necessarily have the best of everything; they just make the best of everything they have" Five simple rules to be happy: 1. Free your heart from hatred.2. Free your mind from worries, 3. Live simply, 4. Give more, 5. Expect less! Things are to be used, but People are to be loved ... Be yourself....This is the only day we HAVE - unknown

On Wed, Dec 13, 2023 at 2:50 PM Wanda Salazar <wsalazar@lasvegasnm.gov> wrote:

Good afternoon, please see attached contracts. ALTSD has funded the Las Vegas Senior Center the following appropriations:

- 1 - A22G-5346 - \$140,000 - 2 Hot Shot Trucks/Vehicles for Las Vegas Senior Center. Expiration Date is 06/30/2026
2. - A22G-5345 - \$130,000 - Kitchen Equipment for the Las Vegas Senior Center. Expiration Date is 06/30/2026

 **A22G-5345 - LV Kitchen - \$130,000 EXP06.30.26 -...**

 **A22G-5346 - LV Vehicles - \$140,000 EXP06.30.26 ...**

Please let me know when we can begin to purchase.

Thank you




# City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | [lasvegasnm.gov](http://lasvegasnm.gov)

Mayor David Romero

## MEMORANDUM

TO: Morris Madrid, Finance Director

FROM:   
June Tafoya Cordova, Interim Community Services Director

DATE: May 1, 2024

RE: FY24 NEW MEXICO SMALL KITCHEN EQUIPMENT GRANT – NM GROWN

---

I am requesting to please process this awarded funding from New Mexico Aging & Long-Term Services Department FY24 NM Small Kitchen Equipment Grant in the amount of \$6,000. This funding must be spent and invoiced by May 31, 2024, therefore, time is of the utmost importance.

Please contact me if you have any questions or require additional information.

---

David Ulibarri  
Councilor Ward I

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

Marvin Martinez  
Councilor Ward 4



# State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

## Aging and Long Term Services

2550 Cerrillos Rd.  
Santa Fe NM 87505  
United States

### Dispatched

<b>Purchase Order</b> 62400-0000022575	<b>Date</b> 03-27-2024	<b>Revision</b>
<b>Payment Terms</b> Pay Now	<b>Freight Terms</b> FOB Destination	<b>Ship Via</b> Best Way
<b>Buyer</b> Charles Augee-Martinez	<b>Phone</b>	<b>Currency</b> USD

### Dispatch Via Print

**Supplier:** 0000054343  
CITY OF LAS VEGAS  
1700 N GRAND AVE  
LAS VEGAS NM 87701-1700  
United States

**Ship To:** 8500 Menaul Blvd NE,  
Suite B350  
Albuquerque NM 87112  
United States

**Bill To:** 8500 Menaul Blvd NE,  
Suite B350  
Albuquerque NM 87112  
United States

**Origin:** EXE      **Excl\Excl#:** 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
----------	------------------	----------	-----	----------	--------------	----------

1 - 1	Special Project - New Mexico Small Kitchen Equipment	1.00	EA	\$6,000.00	\$6,000.00	03/27/2024
-------	--	------	----	------------	------------	------------

62400-04900-6200000000-544600- - - -124-H0000

**Schedule Total**      \$6,000.00

**Item Total**      \$6,000.00

3/27/24-Supporting documentation attached. CRA  
ALTSD issued RFA for Special Project Small Kitchen Equipment Grant. Allocated  
\$6,000.00 to provide small kitchen equipment items to the Las Vegas Senior  
Centers. Will be given to 3 senior centers in Las Vegas, NM

**Total PO Amount**      \$6,000.00

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**  


**FY24 New Mexico Small Kitchen Equipment  
Grant Agreement  
City of Las Vegas Senior Center Programs**

**A. PURPOSE**

The New Mexico Small Kitchen Equipment grant is intended to supply a variety of compact kitchen equipment and devices to aid in various culinary tasks. These items should be portable and designed for improved efficiency and convenience in the kitchen. The selection of small kitchen equipment should be customized to meet the individual needs and cooking styles of each senior center/meal site(s). The budget limit for small kitchen equipment is set at \$2000.00 per senior center/meal site(s).

Senior center providers are encouraged to consider investing in a salad spinner. This equipment will enable senior center cooking staff to effectively clean and dry fresh produce, resulting in higher quality ingredients for scratch cooking.

**B. TARGET POPULATION**

The Senior Center/Meal Site (s) must serve a target population consisting of individuals aged 50 or older, per the Older Americans Act, with every effort given to serve eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

**c. RESPONSIBILITIES OF THE CITY OF LAS VEGAS SENIOR CENTER PROGRAMS**

Administrative Requirements:

- I. Ensure purchase from reputable retailers. Prior to finalizing a transaction, conduct thorough research on the product and review its ratings and feedback from previous buyers. When making online purchases, it is recommended to conduct price comparisons among various reputable online retailers to ensure the best value.
- II. Ensure the New Mexico Small Kitchen Equipment Grant funds are used exclusively for the purchase of small portable kitchen equipment, pots, pans or cutting tools. Submit program invoices in the designated folder within the Revver Database System until all funds have been utilized before May 31, 2024
- III. Ensure all invoices are accompanied by supporting documentation, such as receipts or invoices from the retailer.
- IV. All retailers invoicing must include the following:
  - a. the vendor's name, address, and contact information.
  - b. internal transaction number.
  - c. the purchased items with a description of each product along with the corresponding quantity.
  - d. the price for each item and any applicable discount.
  - e. the total amount of the sale items.

f. senior center or meal site (s) to which will receive the delivery, their full name, address, and other contact information.

**ALTSD has the discretion to request documentation related to compliance at any time for any reason.**

**D. COMPENSATION**

The Department shall allocate **City of Las Vegas Senior Center Programs** for Small Kitchen Equipment purchased satisfactorily in accordance with the deliverables established in this Grant Agreement. **The total amount payable to City of Las Vegas Senior Center Programs under this Agreement, including gross receipts tax and expenses, shall not exceed \$6,000.00.**

**E. DEPARTMENT OVERSIGHT**

ALTSD will monitor invoicing to verify all small kitchen equipment, pots, pans and cutting tools purchased is allowable under the New Mexico Small Kitchen Equipment Grant. ALTSD will provide technical assistance to senior center providers as needed.

**F. SERVICE PROVISION/PERFORMANCE MEASURE**

The **City of Las Vegas Senior Center Programs** will submit all invoicing to ALTSD on or before May 31, 2024.

**G. ADMINISTRATION COSTS**

N/A

**EXECUTED AND AGREED TO BY SIGNATURE(S) BELOW:**

Name:	Title:
Signature	Date

Name: Ophelia Steppe	Title: New Mexico Aging & Long-Term Services Department Nutritionist
Signature	Date

Name: Sarah Jacobs	Title: New Mexico Aging & Long-Term Services Department Deputy Cabinet Secretary
Digital-Signature	Date

**SIGN  
HERE**



**From:** Steppe, Ophelia, ALTSD  
**Sent:** Monday, March 18, 2024 11:29 AM  
**To:** June Tafoya-Cordova <jtafoya@lasvegasnm.gov>  
**Cc:** King, Denise, ALTSD <Denise.King@altsd.nm.gov>; Sill, Duncan, ALTSD <duncan.sill@altsd.nm.gov>  
**Subject:** FY24 Small Kitchen Equipment Grant Agreement

Hello, NM Grown Participant,

Congratulations once again on securing the funding for the Small Kitchen Equipment Grant. Please find attached the Small Kitchen Equipment Grant Agreement for your review and signature. Your prompt attention will ensure the efficient processing of your purchase order.

Should you have any questions or concerns, please do not hesitate to reach out. We are excited for the positive impact that the new kitchen equipment will have on enhancing the culinary experience for your program.

Please return the signed document to Ophelia Steppe at [Ophelia.Steppe@altsd.nm.gov](mailto:Ophelia.Steppe@altsd.nm.gov) at your earliest convenience.

Thank you.

Sincerely,

## **Ophelia Steppe/State Nutritionist**

New Mexico Aging & Long-Term Services Department

8500 Menaul Blvd NE Ste B350

Albuquerque, NM 87112

Toll Free 1 800-432-2080

Cell 505 629-8885

[Ophelia.Steppe@altsd.nm.gov](mailto:Ophelia.Steppe@altsd.nm.gov)



*Stay in the know. Sign up for news and information today*

<https://mailchi.mp/altsd/sign-up-for-e-news>

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## 2nd Notice: FY24 Small Kitchen Equipment Grant Agreement

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Steppe, Ophelia, ALTSD <Ophelia.Steppe@altsd.nm.gov>  
To: June Tafoya-Cordova <jtafoya@lasvegasnm.gov>  
Cc: "King, Denise, ALTSD" <Denise.King@altsd.nm.gov>

Tue, Mar 26, 2024 at 10:20 AM

### 2<sup>nd</sup> Notice:

Hi June,

Please find attached the Small Kitchen Equipment Grant Agreement for your review and signature. Your prompt attention will ensure the efficient processing of your purchase order.

Should you have any questions or concerns, please do not hesitate to reach out. We are excited for the positive impact that the new kitchen equipment will have on enhancing the culinary experience for your program.

Please return the signed document to Ophelia Steppe at [Ophelia.Steppe@altsd.nm.gov](mailto:Ophelia.Steppe@altsd.nm.gov) at your earliest convenience.

Thank you.

Sincerely,

### Ophelia Steppe/State Nutritionist

New Mexico Aging & Long-Term Services Department

8500 Menaul Blvd NE Ste B350

Albuquerque, NM 87112

Toll Free 1 800-432-2080

Cell 505 629-8885

[Ophelia.Steppe@altsd.nm.gov](mailto:Ophelia.Steppe@altsd.nm.gov)



*Stay in the know. Sign up for news and information today*

<https://mailchi.mp/altsd/sign-up-for-e-news>



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**NM Grown FY24 Las Vegas Small Kitchen Grant Agreement PDF Fillabe 3.18.24.pdf**  
235K

## Department of Homeland Security Federal Emergency Management Agency

### General Info

<b>Project #</b>	690381	<b>PW#</b>	150	<b>Project Type</b>	Standard
<b>Project Category</b>	A - Debris Removal			<b>Applicant</b>	Las Vegas, City of (047-39940-00)
<b>Project Title</b>	Debris Removal within Las Vegas City Limits			<b>Event</b>	4652DR-NM (4652DR)
<b>Project Size</b>	Large			<b>Declaration Date</b>	5/5/2022
<b>Activity Completion Date</b>	11/05/2022			<b>Incident Start Date</b>	4/04/2022
<b>Process Step</b>	Obligated			<b>Incident End Date</b>	7/23/2022

### Damage Description and Dimensions

The Disaster # 4652DR, which occurred between 04/04/2022 and 07/23/2022, caused:

#### Damage #1257043; Debris Removal in the Gallinas Creek within the city limits

During the incident period 4/4/2022 through 7/23/2022, New Mexico Fires 05/2022 deposited the following debris throughout Las Vegas, City of. Impact to health and safety of the community.

- Mills Road, a Waterway, located between 35.602610 -105.228050 and 35.601970 -105.226410, is 530 Foot long x 80 Foot wide x 5 Foot high, 7,851.85 Cubic Yard of Sediment and vegetative debris. Work to be completed.
- Highlands University, a Waterway, located between 35.601970 -105.226410 and 35.593890 -105.223840, is 3,195 Foot long x 80 Foot wide x 5 Foot high, 47,333.33 Cubic Yard of Sediment and vegetative debris. Work to be completed.
- Bridge Street, a Waterway, located between 35.593590 -105.223790 and 35.587790 -105.219150, is 2,725 Foot long x 80 Foot wide x 5 Foot high, 40,370.37 Cubic Yard of Sediment and vegetative debris. Work to be completed.
- Independence Avenue, a Waterway, located between 35.587790 -105.219150 and 35.586070 -105.217420, is 802 Foot long x 100 Foot wide x 5 Foot high, 14,851.85 Cubic Yard of Sediment and vegetative debris. Work to be completed.

### Final Scope

#### 1257043 Debris Removal in the Gallinas Creek within the city limits

Cost share for this version is 100%.

#### Work To Be Completed

The applicant will utilize contracts for waterway debris removal operations throughout the City of Las Vegas, NM.

A. Remove 110,407.40 CY of mixed vegetative debris, sand, silt, mud, from multiple water ways due to overland flooding, sediment and vegetative debris flows caused by area wildfires.

**Locations:**

- Mills Road, a waterway, located between

GPS: 35.602610 -105.228050 and 35.601970 -105.226410.

7,851.85 Cubic Yards of mixed vegetative debris, sand, silt, mud.

- Highlands University, a Waterway, located between

GPS: 35.601970 -105.226410 and 35.593890 -105.223840.

47,333.33 Cubic Yards of mixed vegetative debris, sand, silt, mud.

- Bridge Street, a waterway, located between

GPS: 35.593590 -105.223790 and 35.587790 -105.219150.

40,370.37 Cubic Yards of mixed vegetative debris, sand, silt, mud.

- Independence Avenue, a waterway, located between

GPS: 35.587790 -105.219150 and 35.586070 -105.217420.

14,851.85 Cubic Yards of mixed vegetative debris, sand, silt, mud.

B. Haul 110,407.40 CY of mixed vegetative debris, sand, silt, mud, to a final location site.

1. Contract (Est.) = \$14,964,619.00

**Work To Be Completed Total = \$14,964,619.00**

Project Cost \$14,964,619 / 110,407.40 CY = \$135.54 per CY

**Temporary Disposal Site:**

The applicant does not plan to utilize temporary debris staging areas prior to transporting the veg, sand, silt, and mud to the Northeastern New Mexico Regional Landfill. Consultant stated, "All debris will be going from the truck to the dump."

**Final Disposal Site:**

Northeastern New Mexico Regional Landfill/Arthur Regional Landfill

39346 Frontage Rd, Wagon Mound, NM 87752.

GPS: 36.106442, -104.679851

Permit Number - SWM0218355

**Project Notes:**

1. All site estimates for work to be completed were generated using applicant supplied quote and validated using RSMeans. See documents: *4652NM . COLV . 83072 . DI #1296431 . Sediment Proposal . ABQ Roofing & Constr.pdf.pdf* and *690381-4652DR-NM-CRC Costing Spreadsheet*.
2. There are no private access concerns involving this project.
3. Debris monitoring activities will be completed and managed by the applicant.
4. Per the contractor, they do not plan to enter the water to remove debris, they will use a long reach excavator for debris removal.

## Cost

Code	Quantity	Unit	Total Cost	Section
9102 (Contract Debris Removal)	1.00	Lump Sum	\$14,964,619.00	Uncompleted

CRC Gross Cost \$14,964,619.00

Total Insurance Reductions \$0.00

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CRC Net Cost \$14,964,619.00

Federal Share (100.00%) \$14,964,619.00

Non-Federal Share (0.00%) \$0.00

## Award Information

### Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-06-NM-4652-PW-00150(140)	\$14,964,619.00	100%	\$14,964,619.00	4/18/2024

### Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

### Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
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## Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work, or the project deadline, whichever occurs first. FEMA reimburses Large Projects (those with costs above the large project threshold) based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- The Subrecipient provided the estimate for this PW. FEMA validated the estimate and found it to be reasonable for the work to be performed.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

## Insurance

### Additional Information

3/22/2024

## GENERAL INFORMATION

Event: 4652DR-NM  
Project: 690381  
Category of Work: A - Debris Removal  
Applicant: City of Las Vegas  
Event Type: New Mexico Fires  
Cause of Loss: Wild fire  
Incident Period: 4/4/202-7/23/2022  
Total Public Assistance Amount: \$14,964,619.00

## COMMERCIAL INSURANCE INFORMATION

Does the Applicant have a Commercial Policy: New Mexico Self-Insurer's Fund (Applicant does not have commercial property coverage for the damaged included in this project)  
Policyholder (Named Insured) per Policy Documents: N/A  
Policy Issued by: N/A  
Policy Period: From: July 1, 2022 - July 1, 2023  
Policy Valuation: N/A  
Policy Limits: N/A  
Deductible Type: Per Occurrence: N/A

Property insurance coverage for debris removal is limited to insured locations. Debris removal represented on this project does not include insured locations and are not insured or insurable. No insurance relief is anticipated.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

No insurance requirements will be mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

No insurance Narrative will be produced or uploaded into documents or attachments.

Stafford Act Sec. 403, Essential Assistance that represent Category A and B projects are not subject to the Obtain and Maintain (O&M) requirement. Stafford Act Sec 311, Obtain and Maintain requirements are specific only for Stafford Act Sec. 406 projects relating to repair, restoration, and replacement of damaged facilities.

Josselyn Castellanos, Insurance Specialist, CRC-Central

## O&M Requirements

There are no Obtain and Maintain Requirements on Debris Removal within Las Vegas City Limits.

## Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

## EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

## EHP Additional Info

There is no additional environmental historical preservation on **Debris Removal within Las Vegas City Limits.**

## Final Reviews

### Final Review

**Reviewed By** BOWEN, JUSTIN W.

**Reviewed On** 04/10/2024 4:20 PM MDT

#### Review Comments

I concur with all reviews. It is the responsibility of the Recipient to ensure that costs incurred by the applicant, applicable to this project, are in accordance with all PA Program statutes, regulations, and policies. Any discrepancies and omissions will be resolved at closeout of this application. Justin Bowen

### Recipient Review

**Reviewed By** Laney, Marion

**Reviewed On** 04/10/2024 5:05 PM MDT

#### Review Comments

Scope and Cost match the supplied documentation. Applicant, please provide concurrence prior to signing.

## Project Signatures

**Signed By** Martinez, Travis

**Signed On** 04/11/2024

**LOAN  
AGREEMENT  
#23-ZH9020-LASVE-01**

This AGREEMENT is entered into this 22<sup>nd</sup> day of April 2024 between the State of New Mexico, Local Government Division of the New Mexico Department of Finance and Administration, hereinafter referred to as the Local Government Division, and City of Las Vegas hereinafter referred to as the Political Subdivision.

Pursuant to Senate Bill 6 of the 2023 Regular Session of the New Mexico Legislature, the Local Government Division, the creditor, hereby loans to the Political Subdivision the sum of fourteen million, nine-hundred sixty-four thousand, six-hundred nineteen dollars (\$14,964,619.00) (hereinafter, the "Loan") for the purpose of providing a funding bridge to the Political Subdivision awaiting otherwise approved federal public assistance funding for projects to replace or repair public infrastructure damaged by fire, flooding or debris flows caused by or stemming from the Hermits Peak-Calf Canyon fire of 2022.

Except in the instance of breach as described in condition (i) below, the Loan shall bear interest at a rate of zero percent (0%) per annum.

The Local Government Division provides the Loan to the Political Subdivision on the following terms and conditions:

- a. The Political Subdivision warrants that it is a qualifying political subdivision of the state within the meaning of Senate Bill 6.
- b. The Political Subdivision warrants that the Loan amount is limited to the amount approved for federal public assistance funding at the Phase Three level or above for projects to replace or repair public infrastructure damaged by fire, flooding or debris flows caused by or stemming from the Hermits Peak-Calf Canyon fire of 2022.
- c. The Political Subdivision agrees to use the Loan funds in a manner identical to the use contemplated for the approved federal public assistance funding.
- d. Prior to disbursement of the Loan, the Political Subdivision shall provide to the Local Government Division documentation to demonstrate approval by the appropriate federal authority of the federal public assistance funding that serves as the basis for the Loan.
- e. The Political Subdivision shall ensure that use of the Loan funds is fully compliant with all applicable federal, state and local laws and regulations.
- f. The Political Subdivision promises and agrees to repay the Loan with the first dollars received and every subsequent dollar thereafter from the approved federal public assistance funding that serves as the basis for the Loan. If the loan exceeds any final federal public assistance approval, the difference shall be repaid immediately.
- g. The Political Subdivision promises and agrees to repay the Loan within thirty (30) days of receipt of approved federal public assistance funding. In the event that the Political Subdivision receives a partial amount of approved federal public assistance funding, the Political Subdivision promises and agrees to: (a) partially repay the Loan with any and all

- approved federal public assistance funding received by the Political Subdivision within thirty (30) days after receipt thereof; and, (b) thereafter continue to repay the Loan in the manner described in the immediately foregoing clause (a) until the Loan is repaid in full.
- h. The Political Subdivision shall submit quarterly reports to the Director of the Local Government Division for review on the form prescribed by the Local Government Division each October 31, January 31, April 30, and July 31, until the Loan is repaid in full. The Political Subdivision shall also attach updated budget sheets to its January 31 and July 31 reports. In addition, the Political Subdivision agrees to keep accurate and complete accounts for the Loan funds and permit audit of those accounts by the Local Government Division upon request.
  - i. If the Political Subdivision fails to comply with above conditions (f), (g) or (h), the Loan shall bear interest at the U.S. Federal Reserve Discount Rate, and it shall be calculated to accrue from the date of the earliest Loan disbursement.

BY: [Signature]

(Signature)

City Manager

(Title)

STATE OF NEW MEXICO NOTARY PUBLIC CASANDRA FRESQUEZ COMMISSION #1073118 COMMISSION EXPIRES 04/12/2026
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State of New Mexico

County of San Miguel

Signed or attested before me on this 22<sup>nd</sup> day of April, 2024 by Tim Montgomery

[Signature]

Notary Public

CE:

LOCAL GOVERNMENT DIVISION

DocuSigned by:  
Wesley Billingsley  
BY: [Signature]  
D891C24BB85B4E9

(Director)

Date: 4/23/2024

	<b>GF REVENUE ACCT</b>	<b>GF REV BUDGET</b>	<b>EF ADMIN CHG ACCT</b>	<b>EF EXP BUDGET</b>	<b>ADJUST CHG ACCT BY</b>
WW ADMIN CHARGES	101-0000-450-5613	325,000.00	610-0000-630-7505	270,000.00	<b>55,000.00</b>
GAS ADMIN CHARGES	101-0000-450-5611	540,000.00	620-0000-630-7505	450,000.00	<b>90,000.00</b>
SOLID WASTE ADMIN CHARGES	101-0000-450-5612	325,000.00	630-0000-630-7505	270,000.00	<b>55,000.00</b>
WATER ADMIN CHARGES	101-0000-450-5619	500,000.00	640-0000-630-7505	394,000.00	<b>106,000.00</b>



**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** May 15, 2024

**Date Submitted:** 5/7/24

**Department:** Executive

**Item:** Request approval of the Professional Service contract for Police Chief Caleb Marquez.

As per the Municipal Charter Section 5.06. Chief of Police. The Governing Body shall enter into a contract with the Chief of Police which shall establish, among other matters, compensation, benefits, duties and responsibilities.


**Fiscal Impact:**

**Attachments:** Professional Service Contract

**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.**

Approved For Submittal By:  
Mayor David Romero

Reviewed By:

  
Finance Director

  
City Manager

**CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN**

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

**PROFESSIONAL SERVICE CONTRACT**  
**POLICE CHIEF**

This Professional Service Contract (“Contract”) is made and entered into on this \_\_\_\_ day of May, 2024 (“Effective Date”), by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”) and Caleb Marquez (“Employee or “Police Chief”).

Whereas, pursuant to the City Charter, the Employee has been appointed as the Police Chief for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council; and

Whereas, the City Charter requires that the Governing Body enter into a contract with the Police Chief, which shall establish, among other matters compensation, benefits, duties and responsibilities; and

Whereas, pursuant to the terms of this Contract, the Employee desires to serve as Police Chief pursuant to the terms of this Contract.

Now, therefore, in consideration of the foregoing recitals to this Contract, which are incorporated herein by reference, and the covenants, terms, obligations and agreements set forth in this Contract, Employee and the City agree as follows:

1. **TERM:** This Contract shall begin on May \_\_\_\_, 2024, with Employee, and shall continue until December 31, 2025, or until terminated pursuant to this Contract, whichever comes first.

2. **DUTIES AND AUTHORITY:**

A. The City agrees to employ the Employee as the Police Chief for the City to perform the functions and duties specified in this Contract, any job description adopted by the City Council and the duties outlined in the Charter of the City of Las Vegas.

B. Mayor and Council shall review and evaluate the performance of the Employee, at least once annually following the adoption of the annual operating budget or at any other time the Governing Body shall so determine. Said review and evaluation shall be in accordance with specific goals and performance objectives for the operations of the City utilizing an evaluation form created by Mayor and Council.

C. Goals and Performance Objectives:

1. Reduce Drug-Related Crimes:

- increase drug-related arrests by 15% within 12 months
- Implement a new drug enforcement program, focusing on high-crime areas and drug trafficking organizations

2. Fentanyl Response and Prevention:

- Establish a Fentanyl Task Force within 6 months



- Increase fentanyl-related arrests by 20% within 12 months
- Collaborate with local healthcare providers to increase access to naloxone and treatment services

3. Speed Enforcement and Education:

- Increase speeding tickets by 20% within 12 months
- Implement a new speed enforcement program, focusing on high-risk areas and times
- Launch a public awareness campaign to educate drivers about the dangers of speeding

4. Community Engagement and Outreach:

- Host at least 4 community events per year, focusing on drug awareness and prevention
- Establish a new Community Advisory Board to gather feedback and concerns from residents
- Increase social media presence and engagement by 50% within 12 months

3. **COMPENSATION:** The City agrees to pay Employee an annual base salary of \$90,000 per annum, payable in installments at the same time that the other management employees of the City are paid.
4. **INSURANCE BENEFITS:** The City agrees to provide and pay the same City portions of the insurance benefits which are provided to all other employees of the City.
5. **VACATION, SICK, AND MILITARY LEAVE:** The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.
6. **MISCELLANEOUS BENEFITS:**
  - A. The Police Chief may have the use of a City owned and maintained vehicle for City related purposes.
  - B. The City agrees to enroll the Police Chief into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees received.
7. **GENERAL BUSINESS EXPENSES:**
  - A. The City agrees to budget and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the City determines that these expenses are necessary for the Employee's professional participation and in the best interests of the City.
  - B. The City shall provide Employee with a computer, software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication.

**8. TERMINATION:**

- A. The Employee has read the City Charter, and understands and agrees that he serves at the will of the Governing Body of the City of Las Vegas pursuant to the terms of the City Charter, and that he may be suspended or removed, with or without cause, at any time and for any reason, or no reason at all, by the Mayor, subject to approval of the City Council, or by a majority of all members of the Governing Body.
- B. Should the Employee be terminated as stated above, then this Contract shall immediately become null and void.
- C. At termination, the Employee shall be entitled to receive pay for the hours he has worked to the point of termination, as well as for the accumulated vacation leave pursuant to the City's Personnel Ordinance. Under no circumstances shall the Employee have a right to severance pay.

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

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

**11. HOURS OF WORK:** The Employee shall work a minimum of 40 hours per week plus be available for City needs (as identified and determined by the City Manager) outside the regular business hours without additional compensation, including without limitation all City Council meetings.

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

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

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

15. **NO WAIVER:** No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
16. **APPROPRIATIONS:** The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and the City for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature or the City, this Contract shall terminate immediately upon written notice being given by the City to Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the Employee and shall be final. If the City proposes an amendment to the Contract unilaterally reducing funding, the Employee shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.
17. **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT:** The Employee warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract. The Employee certifies that the requirements of Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public offender or state employee or former state employee have been followed.
18. **PENALTIES FOR VIOLATION OF LAW.** The Procurement Code, Section 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Approved by the Governing Body on May \_\_\_\_\_, 2024.

\_\_\_\_\_  
David Romero  
Mayor of the City of Las Vegas

ATTEST:

EMPLOYEE

\_\_\_\_\_  
Casandra Fresquez, City Clerk

\_\_\_\_\_  
Caleb Marquez



# Approval Form

(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

**\*Reviewed:**

Tim Montgomery, City Manager

Date

*\*(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: 5/7/24

Department Submitting: City Clerk Submitter: Casandra Fresquez

Documents To Be Reviewed: Professional Service Contract for Police Chief

Deadline: 5/8/24

Submitter Comments: The attached Goals and Performance Objectives need to be incorporated into the agreement.

Received by Human Resource: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager / HR Comments: \_\_\_\_\_

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

**Approved** /  **Disapproved**: *(Reason for Disapproval)*: \_\_\_\_\_

*Changes:*

Date: \_\_\_\_\_

1

Attorney Review

05/08/2024

Date

**Approved /Disapproved**: *(Reason for Disapproval)*: \_\_\_\_\_

2

Finance Director

Date \_\_\_\_\_

**Approved /Disapproved**: *(Reason for Disapproval)*: \_\_\_\_\_

3

Tim Montgomery, City Manager

Date

Received by City Clerk's Office  
*(Only if being placed on the Agenda)* Date: \_\_\_\_\_

***\*This form must be submitted with an Attorney Review prior to review and approval by City Manager. If there is no Attorney Review, it will not be processed until this step is completed.***