



City of Las Vegas

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

Mayor David Romero

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
October 16, 2024–Wednesday– 5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

AGENDA

*City Council Meetings are
Available via YouTube*

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 Dr. Veena Parboteeah, Dean of School of Business with NMHU to the Economic Development Committee
- VIII. **COUNCILORS’ REPORTS**
- IX. **POLICE CHIEF’S REPORT**
- X. **FINANCE REPORT**

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

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

- Presentation by Tim Montgomery, City Manager, Arnold Lopez, Public Works Director and Robert Archuleta, Grant Consultant on the Rodriguez Sports Complex.

XII. 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

XIII. BUSINESS ITEMS

1. Presentation and Discussion on water research for consideration of the No Bull Meat Processing facility.

Tim Montgomery, City Manager The Governing Body directed Mr. Montgomery to research and gather information regarding the water needs for the meat processing plant located on 27 Sale Barn Road.

2. Request to enter into a Professional Services Contract with MainStreet de Las Vegas for fiscal year 2024/2025.

Lucas Marquez, Community Development Director MainStreet de Las Vegas is a non-profit corporation, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts.

3. Request approval of Lodgers' Tax Boards recommendation for funding in the amount of \$4,800.00 to Las Catrinas for their Dia De los Muertos event.

Lucas Marquez, Community Development Director Las Catrinas submitted an application to the Lodger's Tax Board which was approved on September 17, 2024. This event will take place on November 2, 2024.

4. Request approval of a Lease between the City of Las Vegas and the San Miguel del Bado Land Grant committee for FY25.

June Tafoya, Community Services Director The primary purpose of the lease is for the City of Las Vegas to operate and provide Senior Services out of the San Miguel del Bado Facility in Ribera, NM. The City of Las Vegas will pay \$1,000.00 per month to the San Miguel del Bado Land Grant for use of the facility.

5. Consideration to approve the restructuring of the Community Services Senior Center Organizational Chart by modifying job titles.

As per the Municipal City Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration by the City.

6. Discuss, review and guidance given for the use of the Cannabis Funds and Opioid funds.

Morris Madrid, Finance Director and Dominic Chavez, Deputy Finance Director The Finance Department would like the Governing Body to advise on how they would prefer to spend the Cannabis and Opioid funds.

7. Request approval of Resolution 24-31, a budget adjustment for the 2024-2025 fiscal year.

Morris Madrid, Finance Director The City of Las Vegas is in need of making a budget adjustment in the 2024-2025 fiscal year budget.

8. Review, discuss and request approval of the Veolia Actiflo long term lease and winterize project.

Tim Montgomery, City Manager This agreement is a mobile water service agreement that was entered into and was effective as of June 28, 2024.

9. Consideration to approve the restructuring of the Executive Department Organizational Chart by adding a Mayor Liaison/Public Information Officer (PIO) position.

Tim Montgomery, City Manager As per the Municipal City Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration by the City.

10. Approval of censure of City Council member Michael Montoya.

Councilor Barbara Casey

XIV. **EXECUTIVE SESSION**

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H) (2) Limited personnel matters: Discussion on removal of the Parks and Recreation Director.

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.

XV. EXECUTIVE SESSION ACTION ITEMS

1. Request removal of Arturo Padilla as Parks and Recreation Director.

Tim Montgomery, City Manager As per Municipal Charter, Article V, Section 5.07 Departments. D. Department directors are at-will employees who may be placed on administrative leave or removed by the city manager, subject to a majority vote by the Governing Body. The majority vote by the Governing Body of whether or not to remove a department director shall be recognized and implemented by the City Manager, with said vote constituting a final and conclusive determination regarding the matter.

XVI . ADJOURN

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

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas 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 12th Street, Las Vegas, NM 87701 or the City's website at www.lasvegasnm.gov



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

Monthly Report
September 2024

OPERATIONAL UPDATE(S):

I. Field Operations Division (Patrol) - Sept. 1 thru Sept. 30 2024.

- a. 159 Traffic Citations
- b. 3 Non-Traffic Citations
- c. 27 Parking Citations
- d. 36 Arrests Made
- e. 10 Animal Control
- f. 1334 Calls for Service

II. Communication Division (Dispatch) - Sept. 1 thru Sept. 30 2024.

- a. 1564 Total Calls for Service
- b. 1319 Incoming Calls for Police Department
- c. 152 Incoming Calls for Fire Department
- d. 195 Incoming Calls for AMR Medic
- e. 114 Incoming Calls for Animal Control
- f. 25 Incoming Calls for City Service
- g. 679 Incoming Calls for 9-1-1

III. Animal Care Center Statistics - Sept. 1 thru Sept. 30 2024.

	<u>Dogs</u>	<u>Cats</u>	<u>Total</u>
<u>Beginning Shelter Count</u>	77	16	93
Intake from Public (Live Dogs & Cats ONLY)	46	6	52
Adoptions	7	1	8
Outgoing Transfers to Org. Outside Community/Coalition	54	12	66
Return to Owner/Guardian	4	0	4
<u>Dogs & Cats Euthanized</u>			
Treatable/Manageable	2	0	2
Died/Lost In Shelter Care	3	3	6
<u>Ending Shelter Count</u>	53	5	58

September Events

- On September 21, we participated in Woofstock - an adoption event in Edgewood, NM and adopted 2 large breed adult dogs.
- On September 11, our United World College volunteer program returned for the new school year and approx 12-15 students volunteer once per week at the shelter, walking



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

dogs and helping with basic chores.

- Utilities Director Assisted Animal Care Manager with the RFP plan and design of the new shelter facility, pending signatures for the approval process before proceeding to the next step.
- The shelter has partnered with GoodPup - a virtual dog training company that offers discounted dog training to community members and adopters, and for each person who receives training with Good Pup, we receive a donation.
- ACC has partnered with AdoptAPet as a rehomer site, meaning when people want to rehome their pets, they can use our referral link to post animals on the site for as little as \$1.00. This site reaches thousands of adopters and makes rehoming pets through a screening process easy.
- Friends of San Miguel County Animals assisted on a project to set up and donate a cupboard with a microchip scanner. It is set up outside our front gate so people can scan found pets and try to get them back home. Instructions are listed on the inside

ACC Vacancies

- One (1) Full Time Animal Care Technician
- Two (2) Part-Time Animal Care Technicians

IV. Information Division (Records) - Sept. 1 thru Sept. 30 2024.

- a. 84 Offense Incident Reports Closed
- b. 29 Traffic Accident Reports Closed
- c. 199 Citations Entered
- d. 143 Customers Attended
- e. 261 Documents Scanned
- f. 18 City of Las Vegas IPRA's Completed

Information Division (Records) continuing to work on:

- Indexing 2013-2017 Reports for Destruction Order
- Continuing Training New Employee

V. Street Crimes Investigations/Narcotics/Evidence- Sept. 1 thru Sept. 30 2024.

Street Crimes Unit Cases:

- a. 25 Assigned Cases (Investigated for Follow-Up)
- b. 81 Self Initiated



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

- c. 13 Arrests Made
- d. 6 Search Warrants
- e. 18 Closed Cases
- f. 1 Stolen Vehicle Recovered

Evidence Seized by Investigators:

- a. 06 Grams Methamphetamine
- b. 327 Fentanyl Pills
- c. 69 Suboxone Strip
- d. 1 Firearm

Meetings Attended by Street Crimes Unit:

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

VI. Evidence Seized by Agents/Investigators/Police Officers -Sept. 1 thru Sept. 30 2024.

Evidence Seized by Investigators:

- a. 65 Evidence Cases In
- b. 219 Evidence Items Turned In
- c. 4 Firearms Seized (Patrol)
- d. 1 gram of methamphetamine (patrol)
- e. 155 IPRA request CD-R/DVD-R
- f. 1 Gram Marijuana

Notes:

- Detectives answered 112 calls for service during the month of September.
- Detectives worked a US Marshals Operation “Barrio Tales”

VII. Travel/Training - Sept. 1 thru Sept. 30 2024.

Information Only Travel:

- Nine (9) Information only Travel for the month of September

Grant Operations:

The following Traffic Safety Operations for September 2024.

- **Selective Traffic Enforcement Program (S.T.E.P.)** was conducted on September 4, 2024
 - ◆ Twenty (20) citations were issued for speeding, uninsured and other citations



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

- **Selective Traffic Enforcement Program (S.T.E.P.)** was conducted on September 6, 2024
 - ◆ Ten(10) citations were issued for speeding, uninsured and other citations
- **Selective Traffic Enforcement Program (S.T.E.P.)** was conducted on September 20, 2024
 - ◆ Fourteen (14) citations were issued for no seatbelt, speeding, uninsured and other citations
- **Buckle-Up Click It or ticket** was conducted on September 6, 2024
 - ◆ Fourteen (14) citations were issued for no seatbelt, speeding, speeding, cell phone, and other

VIII. Recruiting & Vacancies - Sept. 1 thru Sept. 30 2024.

Recruitment:

Lieutenant Lautalo has put together an Active Recruitment list for September 2024.

- **Police Officers-** Three (3) applicants are interested in the vacant position of (uncertified) Police Officer.
- **Communication Specialist-** Three(3) applicants are interested in the vacant positions of Communications Specialist (Dispatcher).
- **Animal Control-** Two (2) applicants are interested in the vacant position for Animal Control.

Testing:

- Two (2) scheduled physical Assessments; no shows from police officer inquiries.

Hired:

- Three (3) **Police Officers (Uncertified)**
- One (1) **Dispatcher(certified)**
- One (1) **Violent Crime Victims Advocate**

Note:

- Contact was made with applicants/inquiries
- Training for new hires will commence in October
- Several applicants were removed from the active list due to no continued contact/withdrawn app..



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

IX. Community Events Officers Assisted/Participated - Sept. 1 thru Sept. 30

2024.

- ★ Fall Fiestas September 01-Sept. 02, 2024
- ★ Music In The Park -9/6/24 - 5p-9p
- ★ Music In The Park - 9/13/24 - 5p-9p
- ★ RHS Parade- 9/13/24 1p-2p
- ★ Car Show Plaza Park 9/13/24 7a-4p
- ★ Luna CC Event-Early Childhood 9/19/24
- ★ National Thank a Police Officer 9/21/24
- ★ Music In The Park -9/27/24 - 5p-9p
- ★ WLV Homecoming Parade- 9/27/24 1pm-2pm

X. Vacancies as of September 2024:

- a. 1 Police Commander
- b. 2 Police Lieutenant (Field Ops)
- c. 1 Police Sergeant (Field Ops)
- d. 2 Investigator
- e. 1 Narcotics Agent
- f. 9 Police Officers
- g. 3 Communication Specialist (Dispatcher) FT
- h. 2 Communication Specialist (Dispatcher)PT
- i. 1 Communication Manager
- j. 2 Animal Control Officer

Total: 24 Vacancies

XI. New Hires September 2024:

- Certified Dispatcher -Brianna Gutierrez-9/9/24
- Non-cert. Police Officer-Jesus Encinias-9/23/24

GENERAL FUND REVENUE COMPARISON
THRU SEPTEMBER 30, 2024 - 25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2025

Total Budget to Actual Comparison

	A	B	C	D	E	G (E/B) FY 2025
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	
PROPERTY TAX	1,530,000	1,530,000	382,500	115,616	160,926	11%
GROSS RECEIPT TAX 1.225	4,720,000	5,100,000	1,275,000	1,270,426	1,486,160	29%
FRANCHISE TAX	900,000	900,000	225,000	201,100	188,335	21%
GROSS RECEIPT TAX .75	3,100,000	3,300,000	825,000	833,067	974,531	30%
1/8 INFRASTRUCTURE	500,000	530,000	132,500	131,242	152,800	29%
GRT .25 (JAN 2011)	1,300,000	1,400,000	350,000	343,671	386,793	28%
INTERSTATE TELECOM/COMP TAX	0	0	0	24,434	18,751	#DIV/0!
LICENSE & FEES	64,000	67,000	16,750	16,935	23,229	35%
INTERGOVERNMENTAL	85,000	85,000	21,250	22,517	22,499	26%
LOCAL-FINES	121,000	105,500	26,375	23,874	17,808	17%
LOCAL-MISC	2,165,663	2,655,700	663,925	572,557	672,178	25%
TOTAL	14,485,663	15,673,200	3,918,300	3,555,439	4,104,011	26%

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

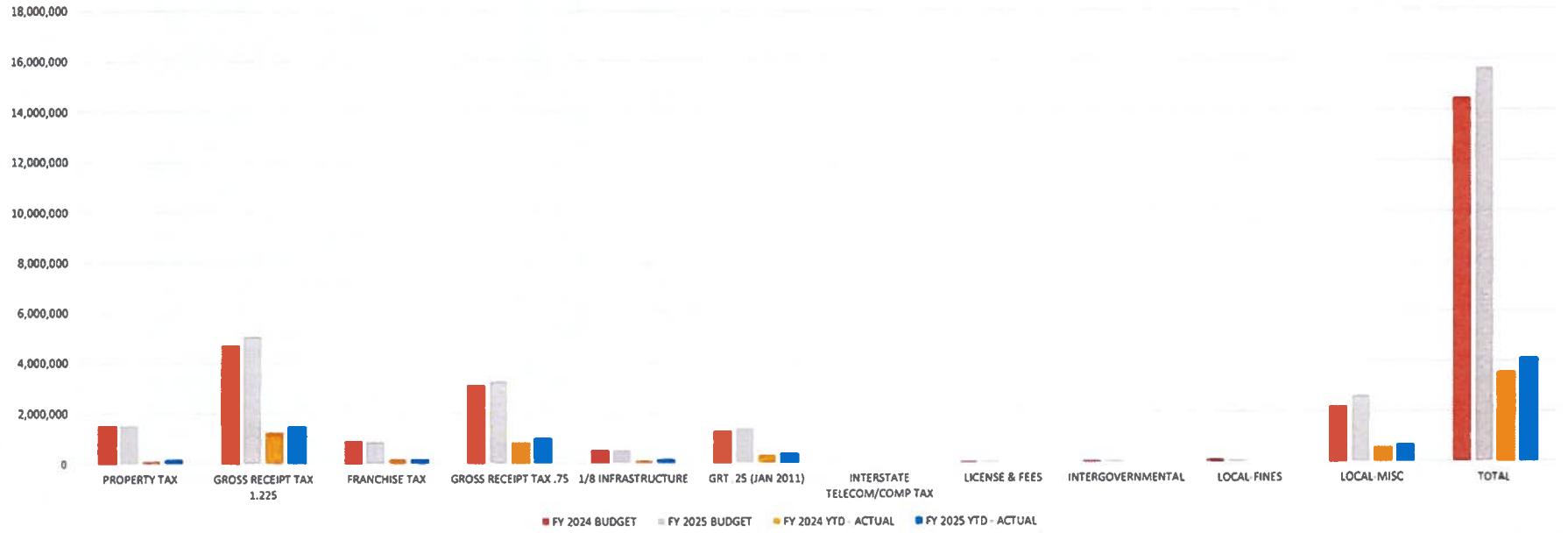
FISCAL YEAR 2025

Total Budget to Actual Comparison

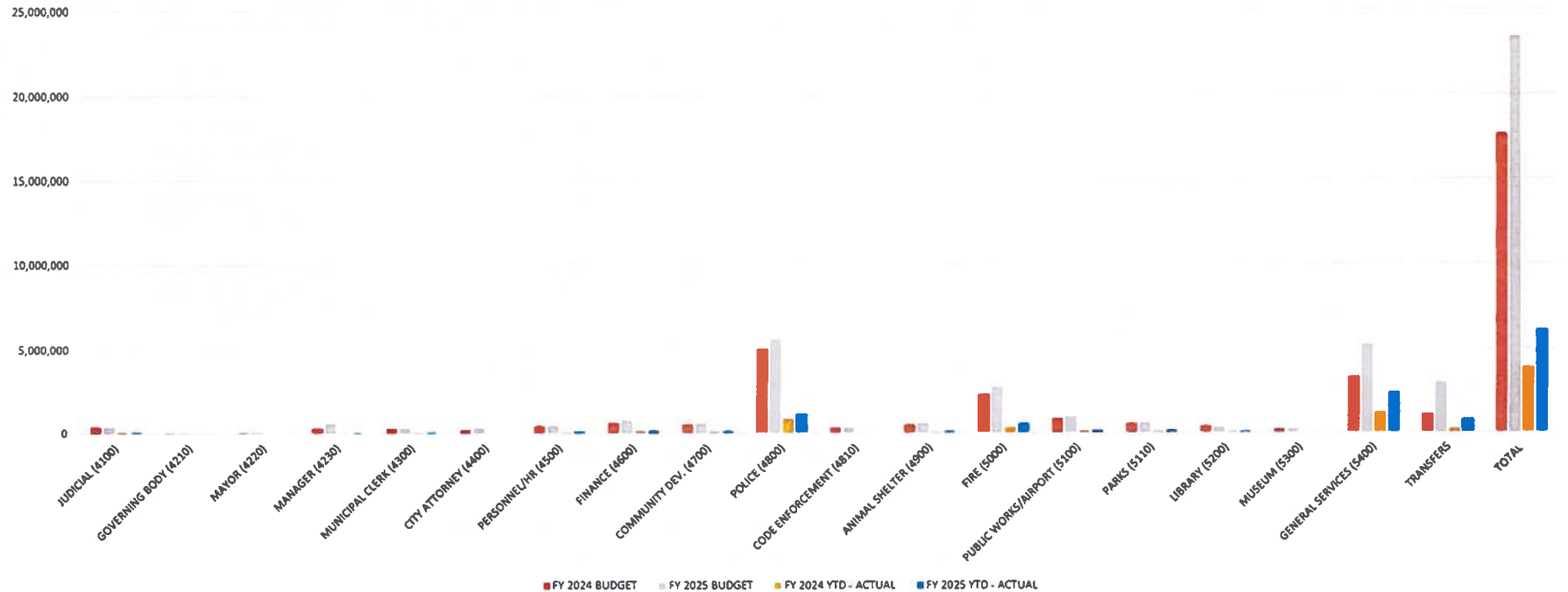
	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	
JUDICIAL (4100)	428,159	441,873	110,468	117,057	81,260	360,613	18%
GOVERNING BODY (4210)	66,870	66,895	16,724	17,625	16,597	50,298	25%
MAYOR (4220)	83,882	114,685	28,671	2,999	7,206	107,479	6%
MANAGER (4230)	371,780	627,445	156,861	57,192	75,974	551,471	12%
MUNICIPAL CLERK (4300)	329,540	351,363	87,841	85,289	90,941	260,422	26%
CITY ATTORNEY (4400)	238,748	350,660	87,665	11,274	20,486	330,174	6%
PERSONNEL/HR (4500)	468,198	486,475	121,619	96,227	114,629	371,846	24%
FINANCE (4600)	643,295	812,232	203,058	157,433	168,306	643,926	21%
COMMUNITY DEV. (4700)	555,983	612,503	153,126	121,451	139,262	473,241	23%
POLICE (4800)	4,938,861	5,591,101	1,397,775	877,786	1,085,674	4,505,427	19%
CODE ENFORCEMENT (4810)	360,177	358,222	89,556	52,055	43,759	314,463	12%
ANIMAL SHELTER (4900)	536,559	590,730	147,683	83,842	118,697	472,033	20%
FIRE (5000)	2,247,916	2,715,479	678,870	358,036	564,683	2,150,796	21%
PUBLIC WORKS/AIRPORT (5100)	871,430	944,852	236,213	164,134	157,661	787,191	17%
PARKS (5110)	574,355	619,800	154,950	106,318	133,300	486,500	22%
LIBRARY (5200)	432,142	352,863	88,216	80,932	99,274	253,589	28%
MUSEUM (5300)	250,653	237,607	59,402	37,151	47,401	190,206	20%
GENERAL SERVICES (5400)	3,248,800	5,212,220	1,303,055	1,125,510	2,290,718	2,921,502	44%
TRANSFERS	1,024,309	2,951,240	737,810	256,007	737,579	2,213,661	25%
TOTAL	17,671,657	23,438,245	5,859,561	3,808,320	5,993,408	17,444,837	26%

Deficit to Date (1,889,397)

GENERAL FUND REVENUE



GENERAL FUND EXPENSE



**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU SEPTEMBER 30, 2024 - 25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2025**

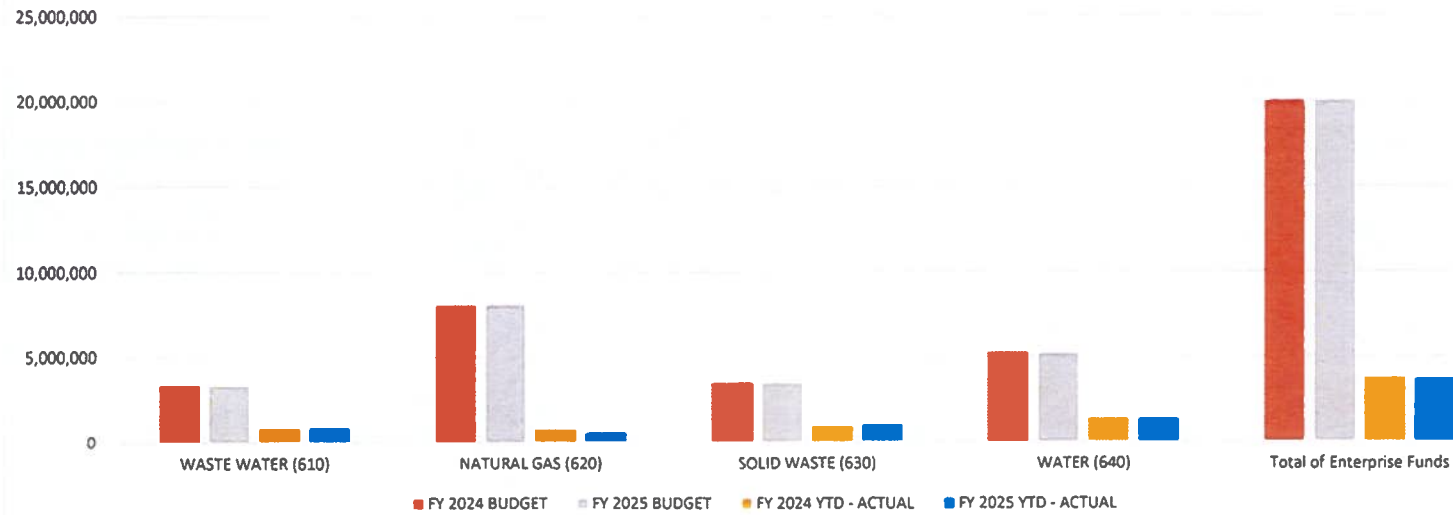
	<u>Total Budget to Actual Comparison</u>					G (E/B) % BUDGET
	A	B	C	D	E	
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	
WASTE WATER (610)	3,321,800	3,321,800	830,450	778,721	802,367	24%
NATURAL GAS (620)	8,037,000	8,037,000	2,009,250	748,088	510,822	6%
SOLID WASTE (630)	3,440,900	3,440,900	860,225	903,381	946,644	28%
WATER (640)	5,174,220	5,174,220	1,293,555	1,288,201	1,319,164	25%
Total of Enterprise Funds	19,973,920	19,973,920	4,993,480	3,718,391	3,578,997	18%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU SEPTEMBER 30, 2024 - 25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2025**

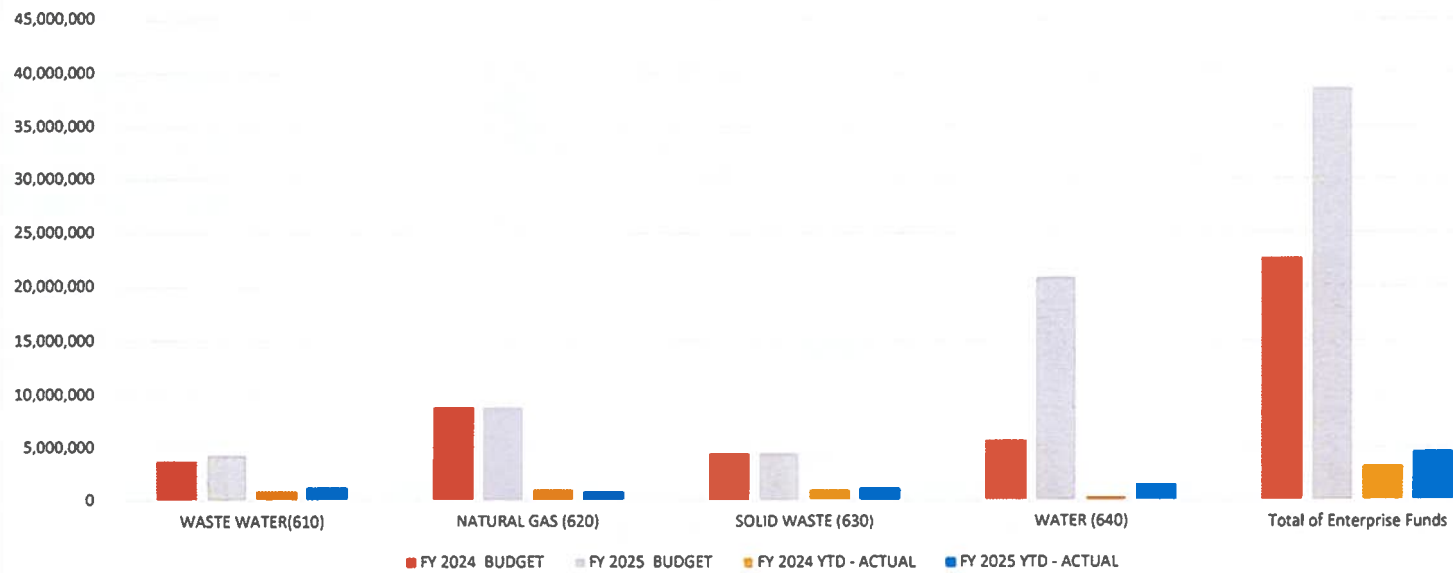
	<u>Total Budget to Actual Comparison</u>						H (E/B) % BUDGET
	A	B	C	D	E	F	
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	
WASTE WATER(610)	3,674,338	4,355,689	1,088,922	830,609	1,135,406	3,220,283	(333,040) 26%
NATURAL GAS (620)	8,788,237	8,859,405	2,214,851	968,944	787,446	8,071,959	(276,624) 9%
SOLID WASTE (630)	4,383,168	4,551,589	1,137,897	947,907	1,086,759	3,464,830	(140,114) 24%
WATER (640)	5,669,847	20,870,871	5,217,718	410,868	1,445,830	19,425,041	(126,667) 7%
Total of Enterprise Funds	22,515,590	38,637,554	9,659,389	3,158,328	4,455,441	34,182,113	(876,444) 12%

Deficit to Date (876,444)

ENTERPRISE REVENUE



ENTERPRISE EXPENSE



**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU SEPTEMBER 30, 2024 - 25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2025**

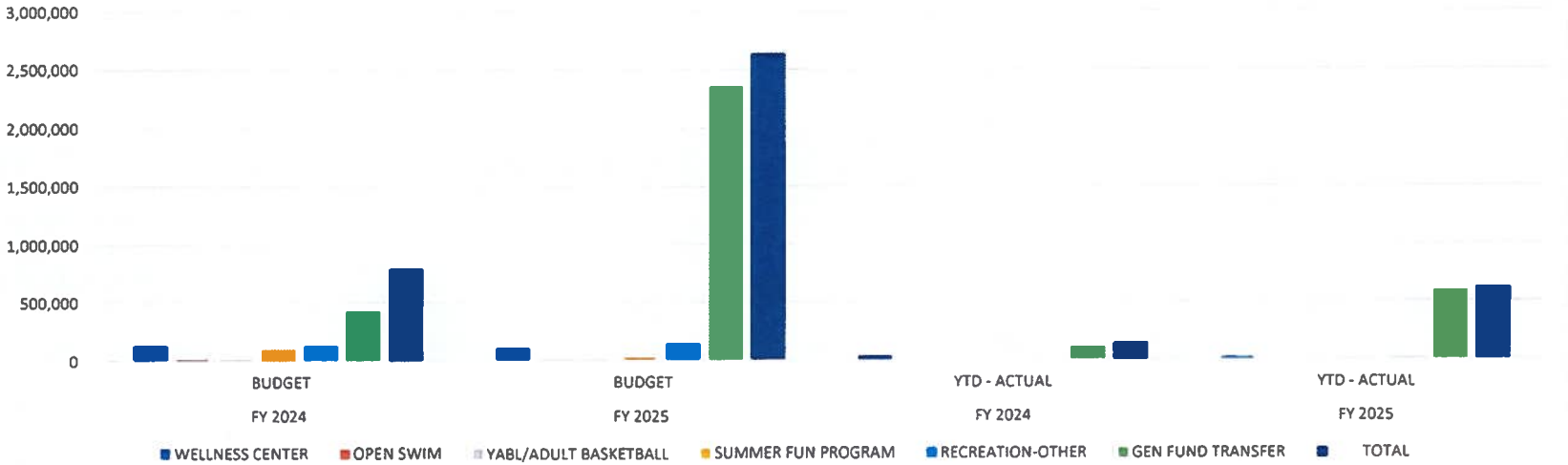
	A	B	C	D	E	G
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	(E/B) % REV
WELLNESS CENTER	120,572	100,000	25,000	29,273	13,218	13%
OPEN SWIM	15,000	10,000	2,500	1,887	47	0%
YABL/ADULT BASKETBALL	15,000	10,000	2,500	0	75	1%
SUMMER FUN PROGRAM	100,000	25,000	6,250	1,678	7,088	28%
RECREATION-OTHER	118,500	138,000	34,500	1,825	8,205	6%
GEN FUND TRANSFER	420,686	2,347,617	586,904	105,129	586,669	25%
TOTAL	789,758	2,630,617	657,654	139,792	615,301	23%
		283,000				

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU SEPTEMBER 30, 2024 - 25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2025**

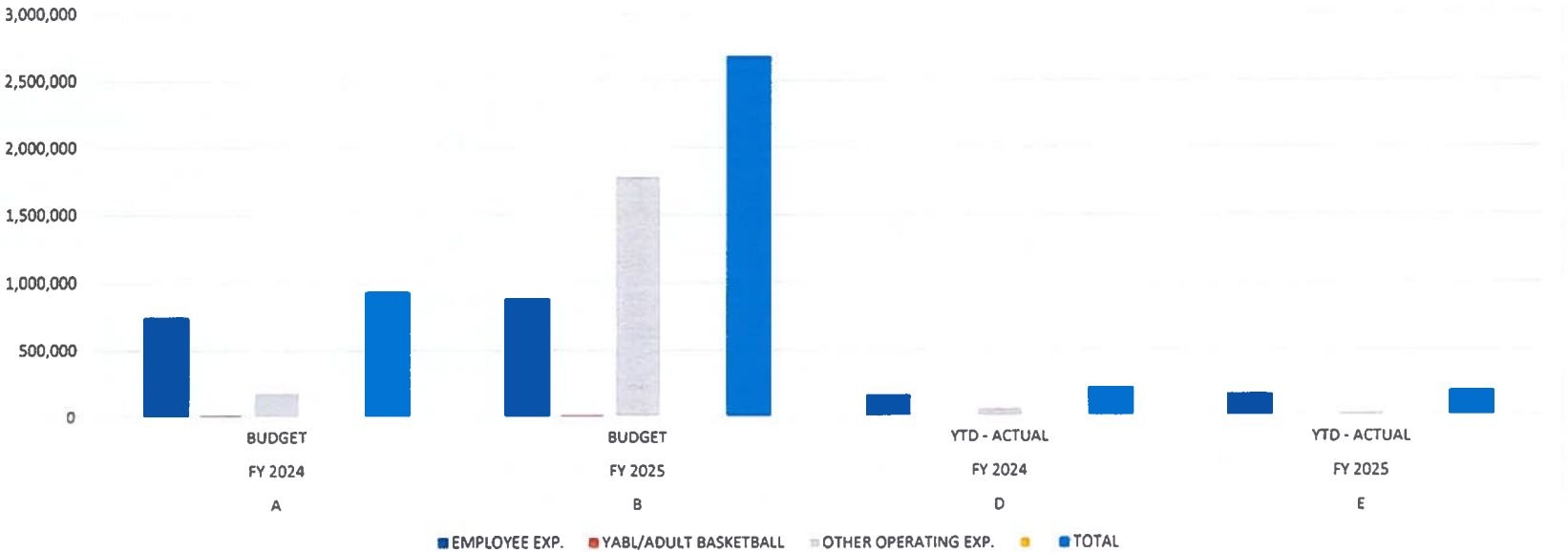
	A	B	C	D	E	F	H
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	(E/B)
EMPLOYEE EXP.	734,694	876,536	219,134	148,623	156,017	720,519	18%
YABL/ADULT BASKETBALL	13,000	13,000	3,250	0	0	13,000	0%
OTHER OPERATING EXP.	179,850	1,785,850	446,463	54,601	20,261	1,765,589	1%
			0				
TOTAL	927,544	2,675,386	668,847	203,224	176,279	2,499,107	7%

Surplus to Date **439,023**

RECREATION CENTER REVENUE



RECREATION CENTER EXPENSE



**LODGERS TAX PROMOTION - REVENUE COMPARISON
THRU SEPTEMBER 30, 2024 - 25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2025**

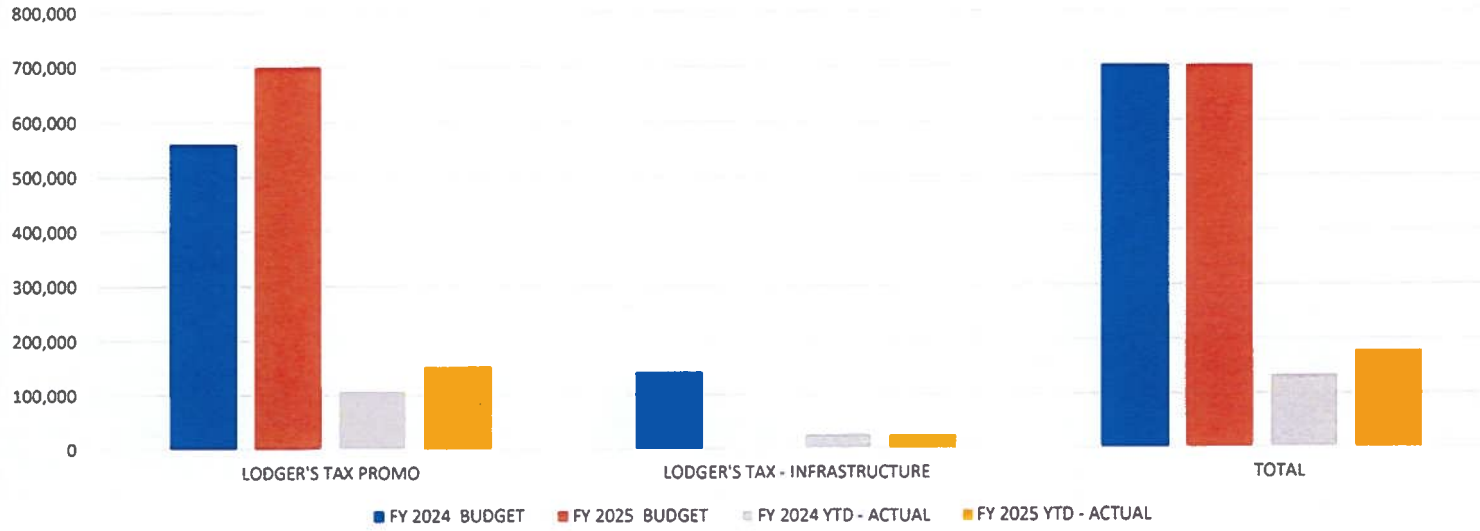
	A	B	C	D	E	G (E/B)
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	% REV #DIV/0!
LODGER'S TAX PROMO	560,000	700,000	175,000	107,334	151,470	22%
LODGER'S TAX - INFRASTRUCTURE	140,000	0	0	26,833	24,771	#DIV/0!
TOTAL	700,000	700,000	175,000	134,167	176,240	25%

**LODGERS TAX PROMOTION - EXPENDITURE COMPARISON
THRU SEPTEMBER 30, 2024 - 25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2025**

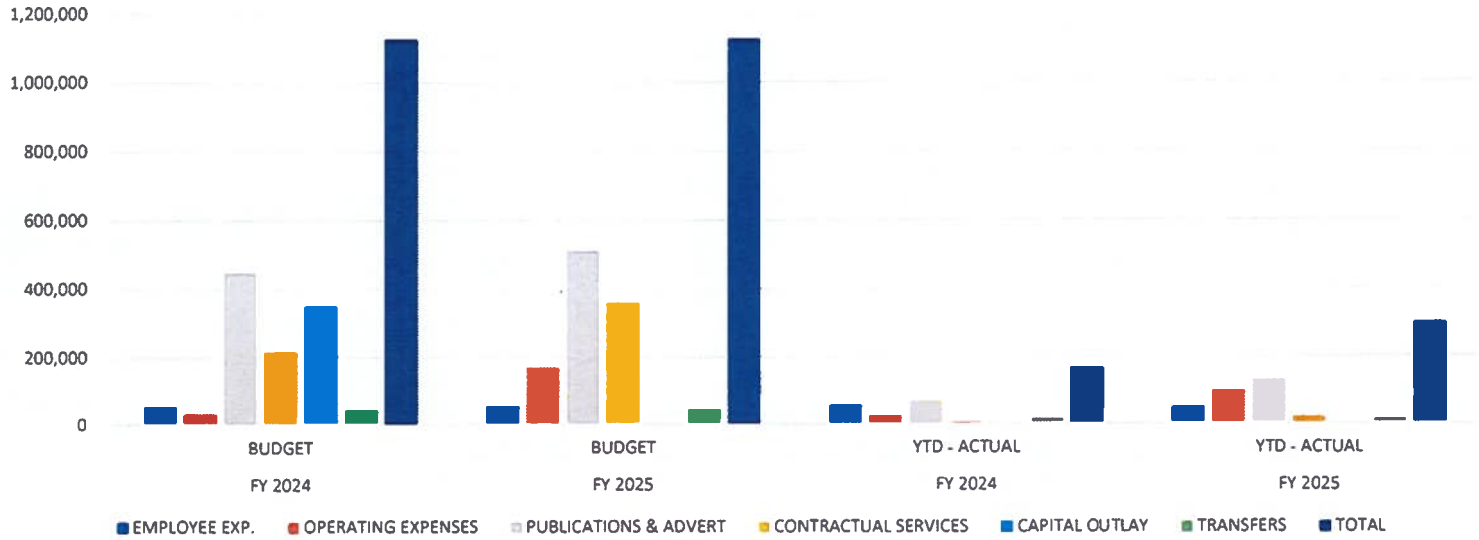
	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	
EMPLOYEE EXP.	50,000	50,000	12,500	52,764	44,218	5,782	0%
OPERATING EXPENSES	27,600	166,464	41,616	21,856	93,368	73,096	56%
PUBLICATIONS & ADVERT	450,000	511,136	127,784	69,461	126,602	384,534	25%
CONTRACTUAL SERVICES	212,400	357,400	89,350	7,500	18,750	338,650	5%
CAPITAL OUTLAY	345,000	0	0	0	0	0	#DIV/0!
TRANSFERS	40,000	40,000	10,000	9,996	9,996	30,004	25%
TOTAL	1,125,000	1,125,000	281,250	161,576	292,934	832,066	26%

Deficit to date (116,694)

LODGER'S TAX REVENUE



LODGER'S TAX EXPENSE



CANNABIS - REVENUE COMPARISON
THRU SEPTEMBER 30, 2024 - 25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2025

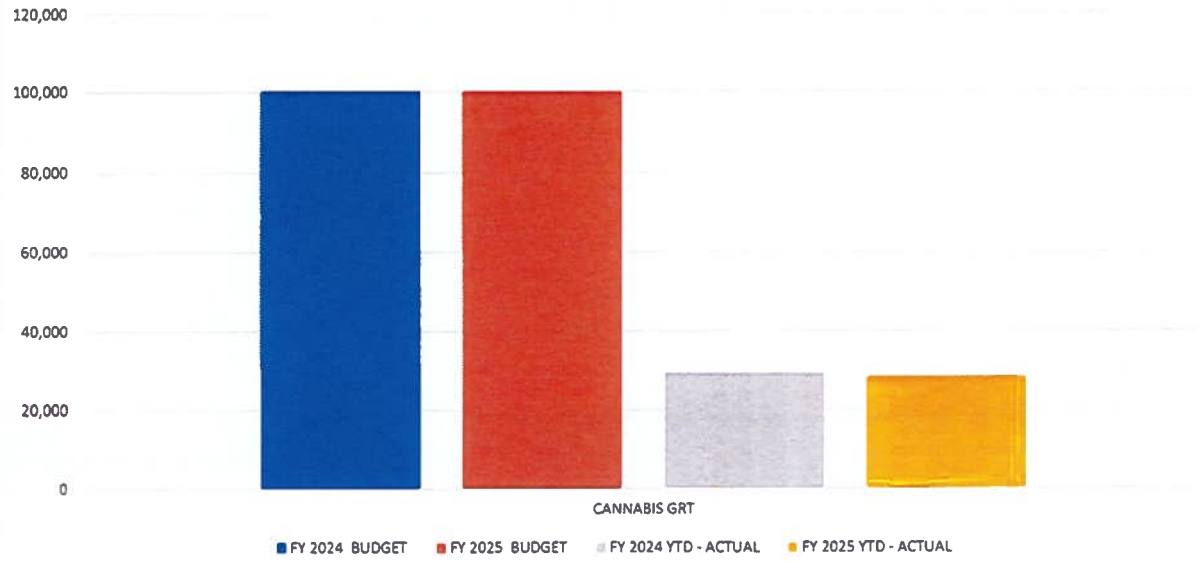
	A	B	C	D	E	G
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	(E/B)
CANNABIS GRT	100,000	100,000	25,000	29,395	28,496	% REV 28%
CANNABIS - CD	0	0	0	0	550	#DIV/0!
CANNABIS - PD	0	0	0	0	0	#DIV/0!
TOTAL	100,000	100,000	25,000	29,395	29,046	29%

CANNABIS - EXPENDITURE COMPARISON
THRU SEPTEMBER 30, 2024 - 25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2025

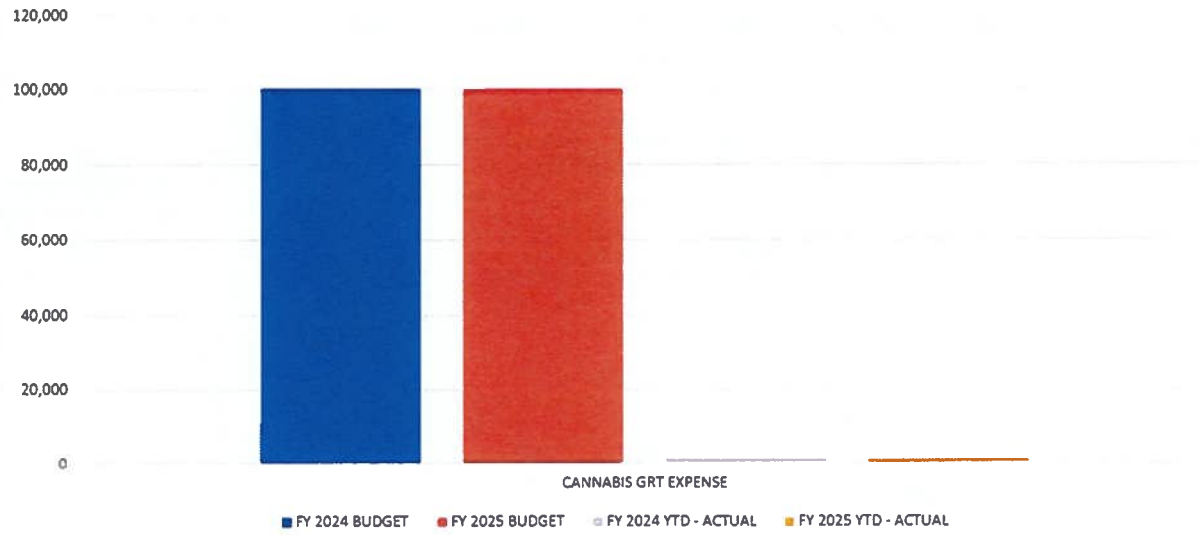
	A	B	C	D	E	F	H
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	(E/B) % BDGT
CANNABIS GRT EXPENSE	100,000	100,000	25,000	834	855	99,145	1%
TOTAL	100,000	100,000	25,000	834	855	99,145	1%

Surplus to Date 28,191

CANNABIS REVENUE



CANNABIS EXPENSE



OPIOID - REVENUE COMPARISON
THRU SEPTEMBER 30, 2024 - 25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2025

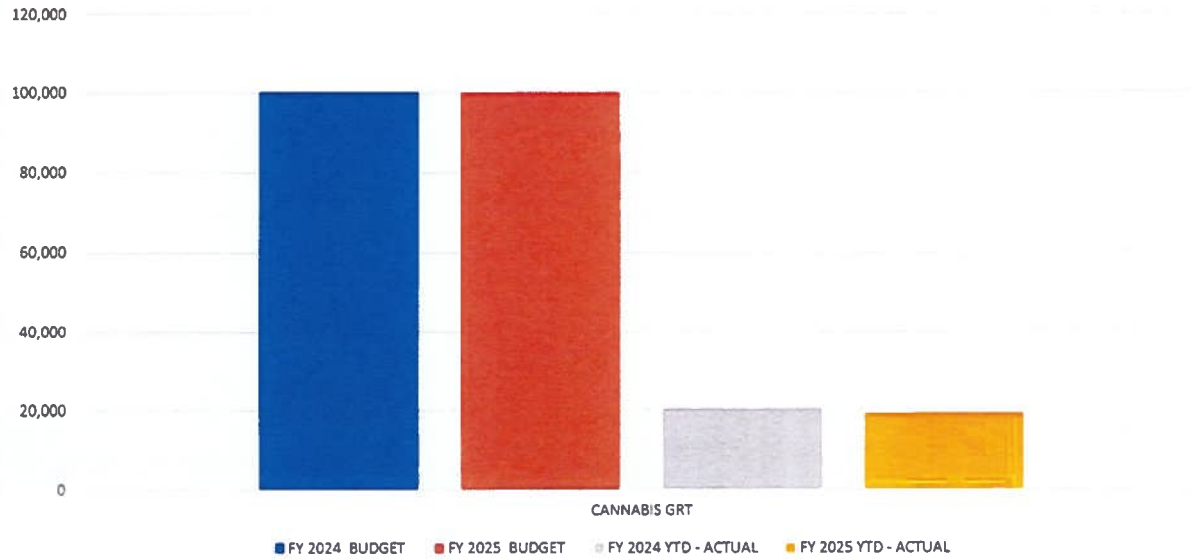
	A	B	C	D	E	G (E/B)
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	% REV
ABATEMENT OPIOID	1,118,898	200,000	50,000	19,487	47,993	24%
ABATEMENT OPIOID - PD	0	0	0	0	0	#DIV/0!
ABATEMENT OPIOID - FD	0	0	0	0	0	#DIV/0!
TOTAL	1,118,898	200,000	50,000	19,487	47,993	24%

OPIOID - EXPENDITURE COMPARISON
THRU SEPTEMBER 30, 2024 - 25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2025

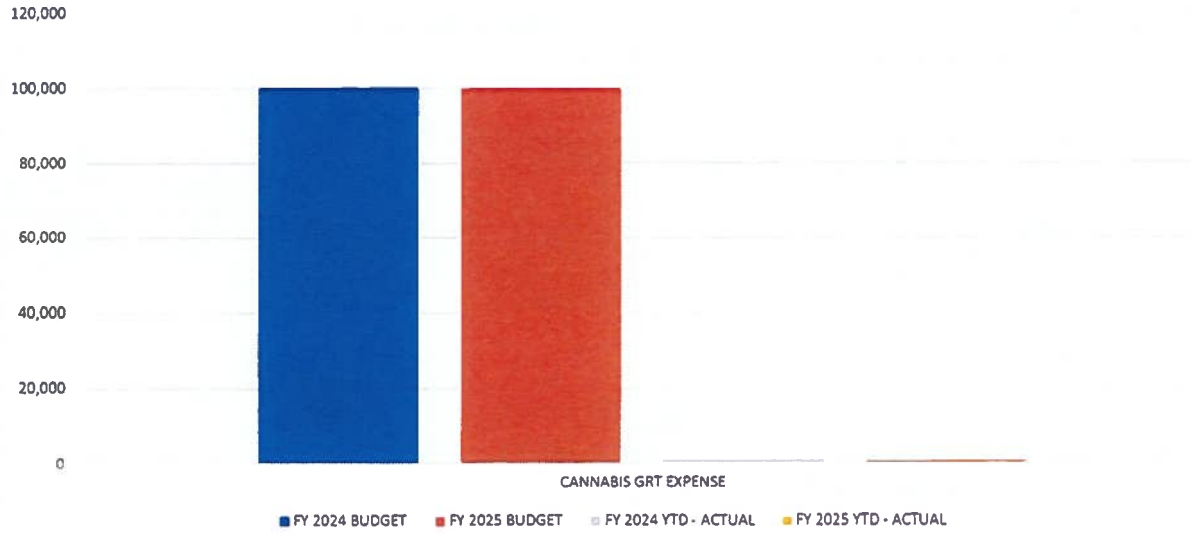
	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	
ABATEMENT OPIOID - SUPPLIES	100,000	200,000	50,000	16,498	4,848	195,152	2%
TOTAL	100,000	200,000	50,000	16,498	4,848	195,152	2%

Surplus to Date 43,145

OPIOID REVENUE



OPIOID EXPENSE



**FEMA - REVENUE COMPARISON
THRU SEPTEMBER 30, 2024 - 25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2025**

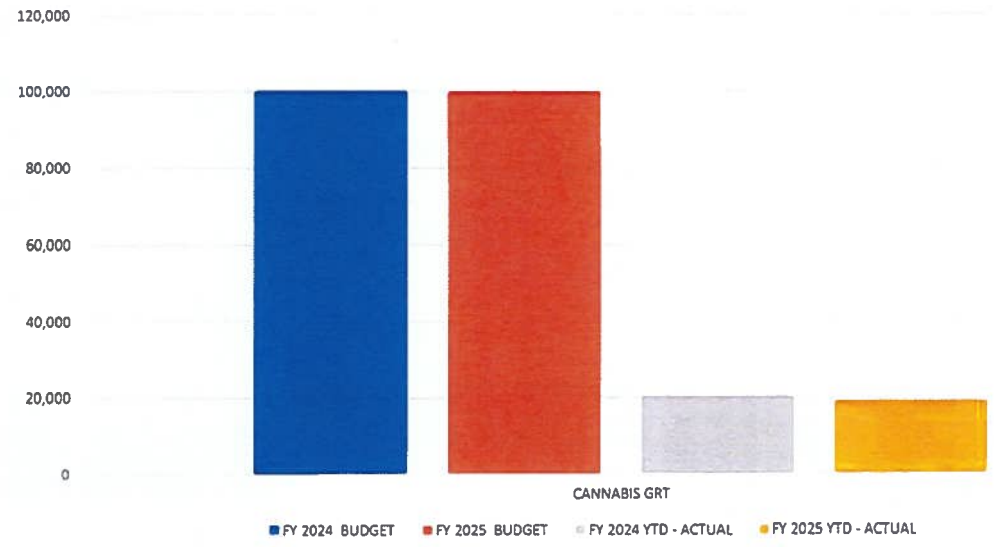
	A	B	C	D	E	G
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	(E/B) % REV
FEMA - DISASTER FUNDING	0	14,956,000	3,739,000	0	5,608,958	38%
FEMA - DISASTER FUNDING		98,000,000	24,500,000			
FEMA - EXECUTIVE ORDER		750,000	187,500		0	
TOTAL	0	113,706,000	28,426,500	0	5,608,958	5%

**FEMA - EXPENDITURE COMPARISON
THRU SEPTEMBER 30, 2024 - 25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2025**

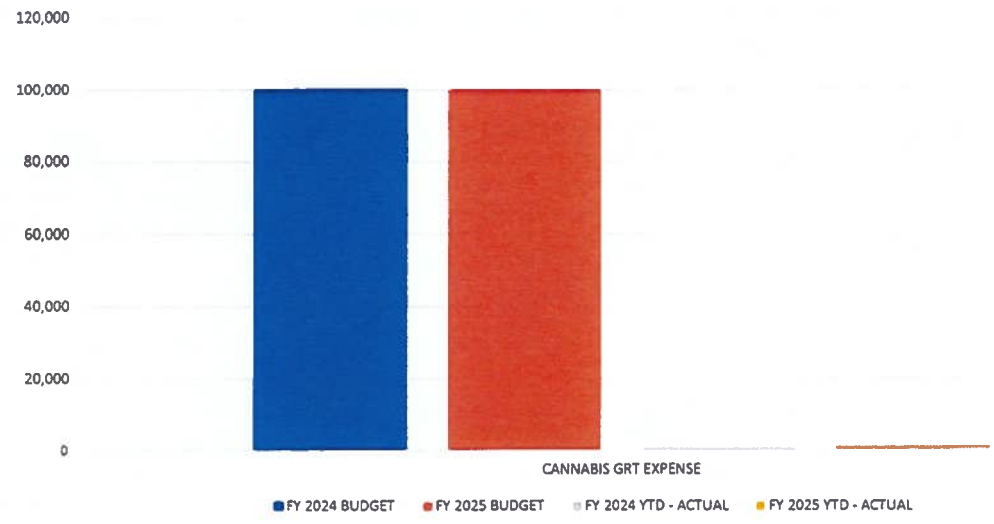
	A	B	C	D	E	F	H
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	(E/B) % BDGT
FEMA - DISASTER FUNDING	0	14,956,000	3,739,000	0	6,059,001	8,896,999	41%
FEMA - DISASTER FUNDING		98,000,000	24,500,000				
FEMA - EXECUTIVE ORDER		750,000	187,500				
TOTAL	0	113,706,000	28,426,500	0	6,059,001	8,896,999	5%

Deficit to Date (450,043)

FEMA REVENUE



FEMA EXPENSE



**GENERAL FUND REVENUE COMPARISON
THRU CURRENT, 2024 - 25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2025**

Cash	OCT. 9, 2024
General Fund Pooled Cash (Southwest Capital)	\$ 34,084,910.18
Enterprise Funds Pooled Cash (Community 1st)	<u>\$ 14,171,426.99</u>
TOTAL	<u>\$ 48,256,337.17</u>
Investments/Equivalents	
Certificates of Deposit	
Southwest Capital Bank	\$ 5,000,000.00
Local Government Investment Pool	<u>\$ 108,110,404.50</u>
TOTAL	\$ 113,110,404.50
TOTAL AVAILABLE CASH / INVESTMENTS	\$ 161,366,741.67
Actual Earnings for September (7days)	\$ 110,404.50
Current Yield	5.14%



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

Meeting Date: October 16, 2024

Date Submitted: 10/8/2024

Department: Executive

Item/Topic: Presentation by Tim Montgomery, City Manager, Arnold Lopez, Public Works Director and Robert Archuleta, Grant Consultant on the Rodriguez Sports Complex.


Fiscal Impact:

Attachments:

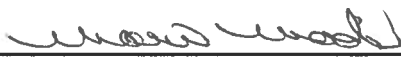
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

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 _____



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

Meeting Date: October 16, 2024

Date Submitted: 10/8/2024

Department: Executive

Item/Topic: Tim Montgomery, City Manager

Presentation and discussion on water research for consideration of the No Bull Meat Processing facility.


Fiscal Impact: None

Attachments: None

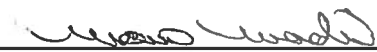
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

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 _____



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

Meeting Date: ~~September~~ ^{October} 16, 2024

Date Submitted: 10/7/24

Department: Community Dev.

Item/Topic: Request to enter into Professional Services Contract with Main Street de Las Vegas

Main Street de Las Vegas and the City of Las Vegas are asking to enter into a Professional Service Contract for the fiscal years 2024/ 2025

Fiscal Impact: \$30,000

Attachments:

Committee Recommendation:

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

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 _____

PROFESSIONAL SERVICES CONTRACT

Between the City of Las Vegas, New Mexico
And
MainStreet de Las Vegas

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 Mainstreet de Las Vegas (hereinafter" Contractor") on this _____ day of October, 2024.

RECITALS

WHEREAS, the Contractor is a non-profit corporation, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts. Three districts exist on the National and Local Registers of Historic Places they are the Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District; and

WHEREAS, the City commits financial support through June 30, 2025, prorated on a quarterly or project completion basis in an amount during the contract period not to exceed Thirty Thousand Dollars (\$30,000.00). The Thirty Thousand dollars (\$30,000) is payable for the Scope of Work (**Exhibit A**), and

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

NOW, THEREFORE, it is hereby mutually agreed by and between the parties that the Recitals and any exhibits are incorporated herein by reference, and Contractor shall perform the scope of work as attached as **Exhibit A** to this contract.

1. **Term.** This Contract shall be effective from the date it is fully executed through June 30, 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 June 30, 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 Thirty Thousand Dollars (\$30,000).

B. In support of the implementation of projects and in fulfillment of the biannual MOU executed with New Mexico MainStreet, the City shall provide the following in-kind services to the Contractor during FY25:

- Grant writing/application support for jointly-funded proposals (capital outlay, etc.)
- Staff time to support revitalization efforts such as assisting with district clean-up activities, physical improvement projects, events, etc.
- Equipment and supplies, if available and appropriate
- Continued use of City facilities for meetings

C. Method of Payment: The City shall pay Contractor in three (3) equal installments of \$10,000 on a quarterly basis of each fiscal year. The City shall provide the initial payment with the execution of the contract commencing on October 2024. Thereafter, the Contractor shall provide quarterly reports, to be reviewed by the City Council prior to the subsequent quarterly payments. The quarterly reports shall provide detailed progress reports on the Scope of Work to include percent completion of each task. City shall provide subsequent quarterly payments in October, January and April upon submission of invoices and quarterly reports detailing progress with implementation of project deliverables in the previous quarter.

D. 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.

E. 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. A list of individuals, their qualification, experience and billing rate shall be delivered to the City at the execution of this Agreement.

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.

- 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, defend 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, Amendment and Severability.** This Contract contains the entire agreement and understanding between the City and Contractor with respect to the subject matter herein and all prior negotiations, writings, agreements and understandings are merged in and are superseded and cancelled by this Agreement. No statement, promise, or inducement made by the City or the Contractor, either written or oral, which is not contained in this Contract, is binding upon the City or Contractor. In the event that any word, phrase, section, portion or other part of this Contract is found and declared by a court of competent jurisdiction to be illegal, unenforceable or void ("Stricken Part"), this Contract shall continue in full force and effect without the Stricken Part.
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 agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.
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 Agreement 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.

CITY OF LAS VEGAS

CONTRACTOR:

Approved By:

Tim Montgomery, City Manager

Tasha Martinez, President
MainStreet de Las Vegas

Date: _____

Date: _____

Attest:

Approved as to legal sufficiency only

Casandra Fresquez, City Clerk

City Attorney



Scope of Services: Activities Reflecting Use of City Funds

A. Core Services coordinated by New Mexico Main Street

As part of the year-to-year, recurring Core Services in fulfillment of the roles, responsibilities and expectations identified in the Biannual Memorandum of Understanding (MOU) executed between the Contractor (MainStreet de Las Vegas), the City of Las Vegas and the New Mexico MainStreet (NMMS) program, the Contractor shall provide unified management and coordination for the revitalization and economic development activities in the historic Las Vegas business district in accordance with the guidelines and expectations of the National Main Street Center and the New Mexico MainStreet Program, State Coordinating body including:

1. Maintain a legally compliant 501c3 MainStreet organization to help revitalize and support economic growth within the designated Historic MainStreet District ("Downtown") in accordance with the NMMS guidelines and objectives.
2. Work closely with the City's elected officials and professional staff, and all appropriate organizations, individuals, and entities to augment the work of MainStreet's staff and board to bring projects to completion and meet common goals.
3. Develop annual work plans in coordination with City that prioritize revitalization projects in the Las Vegas MainStreet district under the board-adopted Economic Transformation Strategies (Section B, below) created with the support of New Mexico MainStreet.
4. Implement a Capacity-Building strategy that enhances organizational resources and supports long-term sustainability of the MainStreet de Las Vegas (MSLV) program to engage the public-private partnerships with City government and the New Mexico MainStreet program.
5. Provide a qualified, experienced Main Street Program Executive Director whose duties would be, among others, to provide compliance and reporting documentation for the Las Vegas MainStreet program and also to help coordinate revitalization projects in the historic commercial district.
6. Ensure adequate organizational progress toward completing all compliance standards and operating guidelines established by the National Main Street Center and the NMMS program to maintain its status as a MainStreet America Accredited Program.
7. Use NMMS reporting tools to track and communicate key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the district and serve as an information clearing house for this type of information in the community.

8. Prepare and deliver quarterly summary reports to be submitted with invoices and three (3) quarterly presentations to the City Council or designated departmental staff outlining progress with service delivery, implementation of projects, and reporting of district reinvestment statistics/impact measures. As needed, participate in planning/coordination meetings with the City Manager, Community Development Director and other key City staff.

B. Additional Services to be Completed within the 2024-25 Fiscal Year

In addition to the Core Services listed above, the Contractor shall complete the following activities in advancing the board-adopted Economic Transformation Strategies:

Tasks to be completed as part of the City Contract in FY 2024-25:

Transformation Strategy #1: Advocate for, advance, and implement physical improvements throughout the district to catalyze property redevelopment including placemaking projects that stimulate tourism, pedestrianism, and business recruitment/retention.

1. Complete Great Blocks:

Coordinate with the City to complete the Great Blocks Railroad District construction: Assist the City of Las Vegas to complete all phases of the Great Blocks Project in the Historic Railroad District. Provide construction mitigation support via outreach, communications and updates to the residents and businesses. Coordinate a public art project as part of the Railroad Avenue construction.

2. Identifying a Prime Location for the Buffalo Sculpture

Main Street will partner with the City of Las Vegas to determine the most suitable placement for the buffalo sculpture within the Plaza Park area. As outlined in this agreement, a service request will be submitted to request William Powell to assist in identifying the optimal location. Utilizing advanced AI rendering technology, and visual representations to help evaluate various options and select the best possible site for this piece.

3. Complete Vista de Las Vegas City Wide Mural Project:

Continue partnership with the City of Las Vegas, the Las Vegas Arts Council, and Highlands University to complete Vista de Las Vegas, a citywide mural project. Two murals are complete, and a third mural is in progress: Complete the remaining mural by 03/01/2025.

4. Holiday Events:

As requested by the City, assist with community-wide Holiday events within the MSLV district such as Boo Fest, Christmas Parade and Tree Lighting, Easter Egg Hunt, etc.

5. New Street Furniture for the Main Street District

Main Street will present the approved application to the City of Las Vegas Design and Review Board and oversee the project if approved.

Transformation Strategy #2: Create a focused, deliberate path to continue to revitalize and strengthen Las Vegas' downtown and commercial district's economy.

1. Economic Development Reports:

Utilize NMMS reporting tools to track and communicate to the City key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the MSLV district and serve as an information clearing house for this type of information in the community.

2. Complete a Facade Squad in the Railroad District in fiscal year 2024-25

MainStreet will complete a Facade Squad restoration project within the fiscal year. Mainstreet will choose a building, particularly if on Bridge Street, with the advice and at the discretion of the City of Las Vegas.

3. New Mexico Main Street Service Contracts:

In consultation with the City Manager, submit no less than two(2) service requests to the NMMS program in FY 2024-25, to connect technical assistance to support the economic revitalization of the Main Street District. These service requests include economic vitality, promotion, organization, and design. One (1) service request to the NMMS program in FY 2024-25 specifically for Transformation Strategy #2.



Approval Form
(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

***Reviewed:**

[Signature]
Tim Montgomery, City Manager

10/09/2024
Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: 10/8/24

Department Submitting: CD Submitter: Lucas Marquez

Documents to be reviewed: Professional Service Contract

Deadline: As soon as possible

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____ Date: _____

City Manager / HR Comments: _____

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

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

Changes: [Signature] Date: _____

1 _____ 09/10/2024
Attorney Review **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 Date: _____
(Only if being placed on the Agenda)

****This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is no Attorney Review, it will not be processed until this step is completed.***



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

Meeting Date: OCTOBER 16, 2024

Date Submitted: 10/7/2024

Department: Community Development

Item/Topic: Request approval of Lodgers' Tax Board's recommendation for event funding.

Las Catrinas / Dia de los Muertos submitted an application for Lodgers' Tax funding in the amount approved of \$4,800.00 to be used in the Dia de los Muertos on November 2, 2024.

Fiscal Impact: Lodgers' Tax Funding

Attachments: The Lodgers' Tax Advisory Board heard this application request for funding on September 17, 2024. The Lodgers' Tax Advisory Board recommends the use of funding this event in the amount of \$4,800.00.


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 _____



CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department
For questions email: szunker@lasvegasnm.gov or (505) 454-1401 ext 1602

PART I: PROJECT INFORMATION

A request for marketing assistance application must be completed and submitted for each individual event or project. Please note if you have previously received financial marketing or monetary assistance from Lodgers tax for your event you may not receive additional funding for the same event. A marketing work group is tasked with evaluating well organized events with strong marketing plans.

Organization Name: LAS CARRINAS
Event Name: Día de los Muertos Parade/Exhibit/Concert
Event Location: parade from Carnegie Park to Plaza Park - exhibit @ concert @
Event Start Date: 11/2/2024 Event End Date: 11/2/2024 the Plaza Hotel
Is this a new event? [] Yes [X] No

If this is a repeat event, how many individuals attended in each of the past three (3) years? see below
What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc.)

This event took place for the first time in 2023. Attendance was over 450 people. We calculated this through over capacity attendance of Sala de Madrid, capacity 250.

What amount of funding are you requesting [] \$0 - \$2,500 [X] \$2,501 - \$5,000
Please give the exact amount of funding you are requesting. \$ 5,000

PART II: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding? [] Yes [X] No
What amount of funding did you receive? Dates/Amounts (past 3 years)?

PART III: EVENT DETAIL

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)
Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated

The following information is utilized by the Marketing Work Group to evaluate your proposal and help determine the recommendation for marketing assistance which is paid for under Lodger Tax. Please provide specific information relevant to each question/statement. Attach additional sheets if necessary.

1. Lodgers Tax Impact Information (10 Point Value)

1.1. How does your event create the need for an overnight stay thus creating lodgers tax revenue?

There will be artist-led workshops at night prior to the event. On the day of the event, we will have a full afternoon of events, culminating with a band, Nohelia y sus

1.2. How many Las Vegas room nights will be generated? (A room night is a paid night of lodging in an establishment that pays Lodger Tax.)

Unable to say, as this will be the 1st time it goes into the evening.

SECTION A TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

2. Size and Demographics of Audience Served (10 point value)

2.1. How many individuals are anticipated to attend the event? How did you calculate this number?

Last year's event was attended by over 450 people. We anticipate more this year.

2.2. What percentage of attendees will be non-City residents? How many will come from within San Miguel County? Mora County? Santa Fe County? Intra-State? Out of State?

Again, unable to predict, as this will be our 1st time w/ evening events

2.3. What are the anticipated ages of the participants? Please provide estimates of what your audience will be composed of, demographics, psychographics.

School-age children from both LV school districts, parents, grandparents, etc.

SECTION B TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

3. Quality of Life (10 Point Value)

3.1. Do you provide a program or event that is otherwise absent in the City of Las Vegas?

Yes

3.2. Has this program or something similar been requested by tourists and/or residents? Who made the request and how was the request made?

This is an event that has been held in other NM communities for many years, now finally in Las Vegas.

A committee comprised of local teachers planned the event in 2023 and will continue to spearhead the event in 2024

3.3. Does this event occur during a season when Las Vegas typically lacks events (Spring, Winter)

Yes - Nov. 2 precedes the "holidays" and would typically not be an attraction unless we had this event.

SECTION C TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

4. Financial Information (10 Point Value)

4.1. What is the total budget for this event? (Include marketing costs; please exclude any assistance you may receive.)

We are estimating \$4800. - \$5000.

4.2. Where are matching funds, sponsorships, and other sources of funding being obtained? Include ALL sources and amounts and specific uses of funds.

The 2 school districts are paying approximately \$1,000. each for sugar skull workshops

SECTION D TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

5. Marketing Plan (10 Point Value)

5.1. Provide specific details on where and how you plan to market and advertise the event.

5.2. If provided with marketing design assistance, what is your intent to supplement what is provided?

5.3. What percentage of advertising will reach an audience outside a 65 mile radius of Las Vegas?

SECTION E TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

6. Documentation (10 Point Value)

6.1. Have Lodger Tax rules been followed and all requested documents provided?

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent,

brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

NO

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

7. Other (10 Point Value)

7.1. Please provide any other financial impact to the City of Las Vegas this project or event will create. Be specific and indicate how it was calculated.

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

PART V: ASSURANCES AND CERTIFICATIONS

I CERTIFY THAT I AM AUTHORIZED TO ACT ON BEHALF OF THE ORGANIZATION MAKING THIS APPLICATION AND THAT THE STATEMENTS HEREIN ARE COMPLETE AND ACCURATE TO THE VEST OF MY KNOWLEDGE. IF FUNDED, WE WILL KEEP A CLEAR AND ACCURATE ACCOUNTING OF HOW FUNDS WERE UTILIZED. REQUESTS WILL FOLLOW CITY POLICY. WE UNDERSTAND THAT SHOULD WE BE PROVIDED WITH MARKETING ASSISTANCE AND THE EVENT IS CANCELLED, WE WILL BE OBLIGATED TO PAY FOR THE COST OF ANY AND ALL COSTS ASSOCIATED WITH THE DESIGN AND PLACEMENT OF ADS. WE UNDERSTAND THAT THE CITY MAY EVALUATE THE USE OF FUNDS AS REQUIRED AND APPROVED BY THE CITY OF LAS VEGAS AND WE WILL DELIVER A REPORT ON EACH EVENT WITHIN THIRTY (30) DAYS TO THE CITY.

PRINTED NAME: Martha Johnson

TITLE: Chairwoman, Las Catrinan

SIGNATURE: Martha Johnson

DATE: 8-8-24

CITY USE ONLY

RECEIVED BY: _____ DATE: _____



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

Meeting Date: October 16, 2024

Date Submitted: 10/1/2024

Department: Community Services

Item/Topic: Request to approve a Lease between the City of Las Vegas and the San Miguel del Bado Land Grant committee for FY25. The primary purpose of the Lease is for the City of Las Vegas to operate and provide Senior Services out of the San Miguel del Bado Facility in Ribera NM. This Lease outlines the responsibilities of both the City of Las Vegas and the San Miguel del Bado Land Grant governing body.

Fiscal Impact: The City of Las Vegas will pay \$1,000 per month to the San Miguel del Bado Land Grant for use of the facility. These funds have been included in the budget.

Attachments: The Lease between the City of Las Vegas and the San Miguel del Bado Land Grant committee FY25.

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 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 _____

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into and made effective _____, 2024 ("Effective Date") by and between **THE SAN MIGUEL DEL BADO LAND GRANT ("Landlord")**, and **CITY OF LAS VEGAS**, organized under the laws of the State of New Mexico with offices at 1700 N. Grand Ave., Las Vegas, NM 87701 ("**Tenant**")

WHEREAS, City of Las Vegas will occupy and operate a senior citizens' program, providing meals and other services to senior citizens in the building known as the San Miguel Del Bado Center ("Facility") located at 279 NM-3 Ribera, NM 87560; and

WHEREAS, Landlord desires and believes it is in the best interests to have senior programs available at the Facility, and therefore enters into this Lease Agreement with Tenant; and

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Lease Agreement, the parties agree as follows:

1. ROLES AND RESPONSIBILITIES:

The parties intend to undertake the following roles and responsibilities pursuant to this Lease Agreement:

- a) Tenant will pay Landlord (\$1,000) one thousand dollars monthly for the use of the building on or before the 15th day of each month.
- b) Tenant will be responsible for snow, ice, and hail removal from the parking lot and the walking paths.
- c) Tenant will be responsible for personnel management for Senior Center Program employees, who will be treated and considered City of Las Vegas employees.
- d) Tenant's schedule of operation is: Monday thru Friday 7:30AM to 3:30PM.
- e) Any daily schedule changes requested by Tenant or by Landlord will be coordinated with the Senior Center Manager, Community Services Director or designee for the City of Las Vegas.
- f) Tenant reserves the right to evict or suspend from the Senior Citizens Center, any senior who does not honor policies and their behavior poses a hazard to the seniors, staff or property, or which disrupts the orderly conduct of the activities.
- g) Tenant is the fiscal agent for The City of Las Vegas Senior Citizens' Program, all kitchen supplies, meal equipment, appliances, vehicles, food, computer equipment, janitorial equipment/supplies, and furniture purchased for the

services of seniors will be inventoried and the property of the Fiscal Agent / Tenant, City of Las Vegas Senior Citizens' Program.

- h) Tenant will permit Landlord to use the kitchen supplies, meal equipment and furniture after senior center operating hours for other events with written consent. Kitchen must be cleaned by the Landlord before the next serving day of the Tenant so as not to interrupt services. Landlord will have to replace/repair any equipment found to be broken or stolen.
- i) Landlord shall be responsible for the overall upkeep of the facility (including yearly fire Marshall Inspections, yearly fire extinguisher tags, bi-annual hood suppression inspections), building, parking and area maintenance and any and all capital improvements the Tenants deems necessary.
- j) Landlord or designee shall have final authority over the use of the facility during time when the Tenant is not in operation.

2. THE PARTIES

The undersigned warrant that they have authority to bind their respective entities.

Landlord's Address
for Notices

The San Miguel Del Bado Land Grant
c/o Clarissa Romero, President
279 NM Highway 3 San Miguel NM, 87560
PO Box 534 Rivera, NM 87560
Cell: (505)426-5010
Email: clareromleo@outlook.com

Tenant's Address

City of Las Vegas
% June Tafoya, CS Director
1700 N. Grand Ave
Las Vegas, NM 87701
Phone: (505) 425-9139
Email: jtafoya@lasvegasnm.gov

3. DEFINITIONS AND BASIC TERMS

The following definitions and basic terms shall have the indicated-meanings when used in this Lease:

a. Term:

Term commences on July 1, 2024 and is effective until June 30, 2025. Terminations of this lease is discussed below in sections 14 through 17 of this agreement;

b. Security Deposit: NONE

c. Base Year: 2024/2025

d. Permitted Use: Operation of a program to provide services to senior citizens.

4. LEASE OF FACILITY

Landlord in consideration of the Rent to be paid and the covenants and agreements herein, does hereby lease unto Tenant, the Facility as discussed above under Roles and Responsibilities. Tenant does hereby lease the Facility subject to the terms and conditions of this Lease.

5. USE

Tenant shall continuously occupy and use the Facility only for the Permitted Use and shall comply with all laws, orders, rules, and regulations to the use, condition, and occupancy of the Facility. The Facility shall not be used for any use which is disreputable or creates extraordinary fire hazards. If Tenant ceases to provide senior services, then this Lease shall terminate without the need for Landlord to provide termination notice to Tenant.

6. TENANT IMPROVEMENTS

Tenant may make repairs, provided Tenant has secured Landlord's prior written approval. Any emergency repairs can be made without Landlord approval, but Tenant must notify Landlord as soon as possible thereafter.

7. ALTERATIONS

No alterations will be made by Tenant.

8. LANDLORD'S SERVICES

a. Services

Landlord shall use all reasonable efforts to make available to Tenant utility services. Landlord shall furnish keys to the building to Tenant. Tenant shall be responsible for ensuring that any of its employees having the use of keys, return those keys when they leave Tenant's employment. If Tenant believes it is necessary to change locks, Tenant shall provide a new set of keys to Landlord.

9. REPAIRS

a. Tenant's Repairs

Any damage to the items shown in (i) thru (vi) caused by Tenant or Tenant's agents, contractors, or invitees shall be repaired by Tenant. Landlord shall work with Tenant in seeking any possible state funding to cover these types of expenses costing ten-thousand (\$10,000) dollars or more.

(i) interior faces of the exterior walls of the building;

- (ii) interior face of the ceilings;
- (iii) floor coverings;
- (iv) portion of the wiring, plumbing, pipes, conduits and other water, sewerage, utility and sprinkler fixtures and equipment in the building;
- (v) all glass; and
- (vi) bathroom fixtures, and kitchen equipment and fixtures.

b. Performance of Work

All construction work performed by Tenant on the Facility shall be performed by contractors and subcontractors as approved in writing by Landlord before any work commences.

10. INSURANCE

Both parties shall maintain in force an insurance policy or policies providing the following:

- a. The San Miguel Del Bado Land Grant and the City of Las Vegas sole cost and expense respectively, shall obtain and maintain the following insurance during the Term of this Lease Agreement, in the minimum amounts and form hereinafter provided:
- b. Comprehensive general liability coverage not less than \$1,000,000 limit per occurrence, including coverage for property, damage, bodily injury and wrongful death and will increase according to industry standards.
- c. Fire, lightning and extended coverage, or "all risk" coverage. Both parties shall deliver a copy thereof to The San Miguel Del Bado Land Grant, City of Las Vegas and Non-Metro Area Agency on Aging upon the commencement of the Term of this Lease Agreement.
- d. Form of Insurance: City of Las Vegas and The San Miguel Del Bado Land Grant shall carry and maintain in full force and effect during the Term of this Agreement, public liability insurance covering bodily injury, disease illness or death and property damage liability, in a form and with an insurance company. In the event that such real property, additions or improvements should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, the City of Las Vegas shall have the option to either use the proceeds to replace or repair real property, additions or improvements.

- e. Form of Insurance: All insurance policies required to be carried for City of Las Vegas Senior Programs shall name The San Miguel Del Bado Land Grant as the primary insurer for the San Miguel Site Senior Center, and the City of Las Vegas as the primary insurer covering general liability for the San Miguel Site Senior Center. Both Parties shall cover the premises subject to the Lease Agreement, and provide thirty (30) days written notice to each other and to Non Metro Area Agency on Aging in advance of any change, cancellation, termination or lapse of such insurance coverage.
- f. Liabilities: The minimum limits of policies of insurance required of The San Miguel Del Bado Land Grant under this Lease Agreement shall in no event limit the liability of the City of Las Vegas under this Lease Agreement.
- g. Both parties shall add Non Metro Area Agency on Aging as an additional insured so that the insurance certificates can come directly to them. Contact address information is 3900 Paseo Del Sol, Santa Fe, NM 87507.

11. CASUALTY

a. Repair Estimate

If the facility is damaged by fire or other casualty (a "Casualty"), Landlord shall, within thirty (30) days after such Casualty, deliver to Tenant a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by the Casualty.

b. Landlord's and Tenant's Rights

If, because of a Casualty, Tenant is prevented from conducting its business in the Facility in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within ninety (90) days after the commencement of repair ("Substantial Casualty"), then Landlord may terminate this Lease, provided that Landlord notifies Tenant of its intention to do so in the Damage Notice.

c. Repair Obligation

If neither party so elects to terminate this Lease following a Casualty, then Landlord shall, provided it can secure the funds to do so, within a reasonable time after such Casualty, restore the Facility to substantially the same or better condition as they existed immediately before such Casualty. Landlord shall notify Tenant within thirty (30) days if funding will be secured.

12. EVENTS OF DEFAULT

The occurrence of any one of the following events will be an event of default by Tenant under this Lease:

a. Tenant shall fail to pay Landlord any rental or other sum of money when due under this Lease or under any other agreement with Landlord concerning the Facility after the expiration of fifteen (15) days written notice.

b. Tenant shall fail to maintain any insurance that this Lease require Tenant to maintain or shall fail to deliver any certificate of such insurance when required by this Lease.

c. Tenant shall fail to perform or observe any term, covenant or condition of this Lease or any other agreement with Landlord concerning the Facility (other than a failure described in the preceding subparagraphs 19(a) and 19(b) and Tenant shall not cure the failure within thirty (30) days after Landlord notifies Tenant thereof; but if the failure is of a nature that it cannot be cured within such thirty (30) day period, Tenant shall not have committed an event of default if Tenant commences the curing of the failure within such thirty (30) day period and thereafter diligently pursues the curing of same and completes the cure within sixty (60) days; provided, however, that if Tenant fails to perform or observe any such term, condition, covenant, or provision two (2) or more times in any Lease year, then notwithstanding that such defaults have been cured by Tenant, any further similar failure shall be deemed an event of default without notice or opportunity to cure.

13. REMEDIES

a. Upon the occurrence of a breach by either party, the other party shall have any and all remedies available under law.

(i) Landlord may terminate this Lease.

Either party may elect to terminate this agreement, without cause, upon 90 days written notice to the other party.

14. HOLDING OVER

If Tenant fails to vacate the Facility at the end of the Term, then Tenant shall be at will and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, Tenant shall then pay the rental rate equal to the prevailing rental rate for the Facility.

15. LANDLORD'S DEFAULT

If Landlord defaults in the performance of any of its obligation under this Lease, Landlord shall have thirty (30) days to cure after tenant notifies Landlord of the default; of if the default is of a nature to require more than thirty (30) days to remedy, Landlord shall proceed promptly and shall have a reasonable amount of time to cure it. In all cases, time is of the essence, and Landlord shall proceed promptly in curing and defaults. Should Landlord required additional time, Tenants rent will be prorated until operations are able to resume.

16. MISCELLANEOUS

a. Landlord Transfer

Landlord may not transfer, in whole or in part, this Lease or any of its rights under this Lease.

b. Notices

All notices and other communications given pursuant to this Lease shall be in writing and shall be (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in Section 1 of the Lease.

c. Severability

It is the Parties intention that this Lease shall be enforceable and that it comply with all applicable laws. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby.

d. Amendments; and Binding Effect

This Lease may not be amended except by instrument in writing signed by Landlord and Tenant.

e. Captions

The captions contained in this Lease are for convenience of reference only, and do not limit or enlarge the terms and conditions of this Lease.

f. Entire Agreement

This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto.

g. Choice of Law

This Lease shall be governed by the laws of the State of New Mexico and by the applicable laws of the United States of America, and subject to the exclusive jurisdiction of the Fourth Judicial District Court.

h. Construction and Interpretation

This Lease shall not be construed in favor of either Landlord or Tenant regardless of who prepared the same.

17. AUTHORITY PARAGRAPH

The Party executing this document on behalf of the Tenant represents and warrants that such Party possesses all lawful rights and authority to enter into this document on behalf of Tenant; that there are no judgments, decrees, or outstanding orders of any court prohibiting the execution of this document and that all required approval, consents and resolutions necessary effectuate the terms and provisions of the document have been obtained.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Agreement to be executed on their behalf by their duly authorized representatives as the Effective Date set forth above.

LANDLORD:

THE SAN MIGUEL DEL BADO LAND GRANT

By: Clarese Romero

Title: President of SMDB Land Grant

Date: 9-9-24

TENANT:

CITY OF LAS VEGAS

By : _____

Title : City Manager

Date: _____

ATTEST:

Casandra Fresquez, City Clerk

Date: _____



Approval Form
(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

***Reviewed:**

Tim Montgomery by my dray
Tim Montgomery, City Manager

8.13.2024
Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: August 13, 2024

Department Submitting: Community Services

Submitter: June Tafoya

Documents to be reviewed: Lease Agreement – San Miguel del Vado Land Grant Lease Agreement

Deadline: **ASAP**

Submitter Comments: Please review, modify and approve Agreement for FY25. This vendor has requested modifications to the contract (SMDVLG version is attached also)

Received by CM - Office Mgr/HR: _____ Date: _____

City Manager / HR Comments: _____

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

Approved ~~Disapproved~~ Reason for Disapproval: Rejected unless redline changes are approved. Redlines approved

Changes: _____ Date: 10/8/2024

1 ALC 09/10/2024 ~~0/10/2024~~
Attorney Review Date

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

2 _____ Date
Finance Director

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

3 _____ Date
Tim Montgomery, City Manager

Received by City Clerk's Office Date: _____
(Only if being placed on the Agenda)

**This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is no Attorney Review, it will not be processed until this step is completed.*



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into and made effective _____, 2024 ("Effective Date") by and between **THE SAN MIGUEL DEL BADO LAND GRANT ("Landlord")**, and **CITY OF LAS VEGAS**, organized under the laws of the State of New Mexico with offices at 1700 N. Grand Ave., Las Vegas, NM 87701 ("**Tenant**")

WHEREAS, City of Las Vegas will occupy and operate a senior citizens' program, providing meals and other services to senior citizens in the building known as the San Miguel Del Bado Center ("**Facility**") located at _____; and

WHEREAS, Landlord desires and believes it is in the best interests to have senior programs available at the Facility, and therefore enters into this Lease Agreement with Tenant; and

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Lease Agreement, the parties agree as follows:

1. ROLES AND RESPONSIBILITIES:

The parties intend to undertake the following roles and responsibilities pursuant to this Lease Agreement:

- a) Tenant will pay Landlord (\$1,000) one thousand dollars monthly for the use of the building on or before the _____ day of each month.
- b) Tenant will be responsible for snow, ice, and hail removal from the parking lot and the walking paths.
- c) Tenant will be responsible for personnel management for Senior Center Program employees, who will be treated and considered City of Las Vegas employees.
- d) Tenant's schedule of operation is: Monday thru Friday 7:30AM to 3:30PM.
- e) Any daily schedule changes requested by Tenant or by Landlord will be coordinated with the Senior Center Manager, Community Services Director or designee for the City of Las Vegas.
- f) Tenant reserves the right to evict or suspend from the Senior Citizens Center, any senior who does not honor policies and their behavior poses a hazard to the seniors, staff or property, or which disrupts the orderly conduct of the activities.
- g) Tenant is the fiscal agent for The City of Las Vegas ~~San Miguel County~~ Senior Citizens' Program ~~Centers~~, all kitchen supplies, meal equipment, appliances, vehicles, food, computer equipment, janitorial equipment/supplies, and furniture purchased for the services of seniors will

be inventoried and the property of the Fiscal Agent / Tenant, City of Las Vegas Senior Citizens' Program.

- h) Tenant will permit Landlord to use the kitchen supplies, meal equipment and furniture after senior center operating hours for other events with written consent. Kitchen must be cleaned by the Landlord before the next serving day of the Tenant so as not to interrupt services. – Landlord will have to replace/repair any equipment found to be broken or ~~taken~~ stolen.
- i) Landlord shall be responsible for the overall upkeep of the facility (including yearly fire Marshall Inspections, yearly fire extinguisher tags, bi-annual hood suppression inspections), building, parking and area maintenance and any and all capital improvements the Tenants deems necessary. -
- j) Landlord or designee shall have final authority over the use of the facility during time when the Tenant is not in operation.

2. THE PARTIES

The undersigned warrant that they have authority to bind their respective entities.

Landlord's Address for Notices	The San Miguel Del Bado Land Grant c/o Clarissa Romero, President 279 NM Highway 3 San Miguel NM, 87560 PO Box 534 Rivera, NM 87560 Cell: (505)426-5010 Email: clareromleo@outlook.com
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Tenant's Address	City of Las Vegas % 1700 N. Grand Ave Las Vegas, NM 87701 Phone: (505) 425-9139 Email: jtafoya@lasvegasnm.gov
------------------	--

3. DEFINITIONS AND BASIC TERMS

The following definitions and basic terms shall have the indicated-meanings when used in this Lease:

a. Term:

Term commences on July 1, 2024 and is effective until June 30, 2025. Terminations of this lease is discussed below in sections 14 through 17 of this agreement;

b. Security Deposit: NONE

c. Base Year: 2024/2025

d. Permitted Use: Operation of a program to provide services to senior citizens.

4. LEASE OF FACILITY

Landlord in consideration of the Rent to be paid and the covenants and agreements herein, does hereby lease unto Tenant, the Facility as discussed above under Roles and Responsibilities. Tenant does hereby lease the Facility subject to the terms and conditions of this Lease.

5. USE

Tenant shall continuously occupy and use the Facility only for the Permitted Use and shall comply with all laws, orders, rules, and regulations to the use, condition, and occupancy of the Facility. The Facility shall not be used for any use which is disreputable or creates extraordinary fire hazards. If Tenant ceases to provide senior services, then this Lease shall terminate without the need for Landlord to provide termination notice to Tenant.

6. TENANT IMPROVEMENTS

Tenant may make repairs, provided Tenant has secured Landlord's prior written approval. Any emergency repairs can be made without Landlord approval, but Tenant must notify Landlord as soon as possible thereafter.

7. ALTERATIONS

No alterations will be made by Tenant.

8. LANDLORD'S SERVICES

a. Services

Landlord shall use all reasonable efforts to make available to Tenant utility services. Landlord shall furnish keys to the building to Tenant. Tenant shall be responsible for ensuring that any of its employees having the use of keys, return those keys when they leave Tenant's employment. If Tenant believes it is necessary to change locks, Tenant shall provide a new set of keys to Landlord.

9. REPAIRS

a. Tenant's Repairs

Any damage to the items shown in (i) thru (vi) caused by Tenant or Tenant's agents, contractors, or invitees shall be repaired by Tenant. Landlord shall work with Tenant in seeking any possible state funding to cover these types of expenses costing ten-thousand (\$10,000) dollars or more.

(i) interior faces of the exterior walls of the building;

- (ii) interior face of the ceilings;
- (iii) floor coverings;
- (iv) portion of the wiring, plumbing, pipes, conduits and other water, sewerage, utility and sprinkler fixtures and equipment in the building;
- (v) all glass; and
- (vi) bathroom fixtures, and kitchen equipment and fixtures.

b. Performance of Work

All construction work performed by Tenant on the Facility shall be performed by contractors and subcontractors as approved in writing by Landlord before any work commences.

10. INSURANCE

Both parties shall maintain in force an insurance policy or policies providing the following:

- a. The San Miguel Del Bado Land Grant and the City of Las Vegas sole cost and expense respectively, shall obtain and maintain the following insurance during the Term of this Lease Agreement, in the minimum amounts and form hereinafter provided:
- b. Comprehensive general liability coverage not less than \$1,000,000 limit per occurrence, including coverage for property, damage, bodily injury and wrongful death and will increase according to industry standards.
- c. Fire, lightning and extended coverage, or "all risk" coverage. Both parties shall deliver a copy thereof to The San Miguel Del Bado Land Grant, City of Las Vegas and Non-Metro Area Agency on Aging upon the commencement of the Term of this Lease Agreement.
- d. Form of Insurance: City of Las Vegas and The San Miguel Del Bado Land Grant shall carry and maintain in full force and effect during the Term of this Agreement, public liability insurance covering bodily injury, disease illness or death and property damage liability, in a form and with an insurance company. In the event that such real property, additions or improvements should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, the City of Las Vegas shall have the option to either use the proceeds to replace or repair real property, additions or improvements.

- e. Form of Insurance: All insurance policies required to be carried for City of Las Vegas Senior Programs shall name The San Miguel Del Bado Land Grant as the primary insurer for the San Miguel Site Senior Center, and the City of Las Vegas as the primary insurer covering general liability for the San Miguel Site Senior Center. Both Parties shall cover the premises subject to the Lease Agreement, and provide thirty (30) days written notice to each other and to Non Metro Area Agency on Aging in advance of any change, cancellation, termination or lapse of such insurance coverage.
- f. Liabilities: The minimum limits of policies of insurance required of The San Miguel Del Bado Land Grant under this Lease Agreement shall in no event limit the liability of the City of Las Vegas under this Lease Agreement.
- g. Both parties shall add Non Metro Area Agency on Aging as an additional insured so that the insurance certificates can come directly to them. Contact address information is 3900 Paseo Del Sol, Santa Fe, NM 87507.

11. CASUALTY

a. Repair Estimate

If the facility is damaged by fire or other casualty (a "Casualty"), Landlord shall, within thirty (30) days after such Casualty, deliver to Tenant a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by the Casualty.

b. Landlord's and Tenant's Rights

If, because of a Casualty, Tenant is prevented from conducting its business in the Facility in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within ninety (90) days after the commencement of repair ("Substantial Casualty"), then Landlord may terminate this Lease, provided that Landlord notifies Tenant of its intention to do so in the Damage Notice.

c. Repair Obligation

If neither party so elects to terminate this Lease following a Casualty, then Landlord shall, provided it can secure the funds to do so, within a reasonable time after such Casualty, restore the Facility to substantially the same or better condition as they existed immediately before such Casualty. Landlord shall notify Tenant within thirty (30) days if funding will be secured.-

12. EVENTS OF DEFAULT

The occurrence of any one of the following events will be an event of default by Tenant under this Lease:

a. Tenant shall fail to pay Landlord any rental or other sum of money when due under this Lease or under any other agreement with Landlord concerning the Facility after the expiration of fifteen (15) days written notice.

b. Tenant shall fail to maintain any insurance that this Lease require Tenant to maintain or shall fail to deliver any certificate of such insurance when required by this Lease.

c. Tenant shall fail to perform or observe any term, covenant or condition of this Lease or any other agreement with Landlord concerning the Facility (other than a failure described in the preceding subparagraphs 19(a) and 19(b) and Tenant shall not cure the failure within thirty (30) days after Landlord notifies Tenant thereof; but if the failure is of a nature that it cannot be cured within such thirty (30) day period, Tenant shall not have committed an event of default if Tenant commences the curing of the failure within such thirty (30) day period and thereafter diligently pursues the curing of same and completes the cure within sixty (60) days; provided, however, that if Tenant fails to perform or observe any such term, condition, covenant, or provision two (2) or more times in any Lease year, then notwithstanding that such defaults have been cured by Tenant, any further similar failure shall be deemed an event of default without notice or opportunity to cure.

13. REMEDIES

a. Upon the occurrence of a breach by either party, the other party shall have any and all remedies available under law.

(i) Landlord may terminate this Lease.

Either party may elect to terminate this agreement, without cause, upon 90 days written notice to the other party.

14. HOLDING OVER

If Tenant fails to vacate the Facility at the end of the Term, then Tenant shall be at will and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, Tenant shall then pay the rental rate equal to the prevailing rental rate for the Facility.

15. LANDLORD'S DEFAULT

If Landlord defaults in the performance of any of its obligation under this Lease, Landlord shall have thirty (30) days to cure after tenant notifies Landlord of the default; of if the default is of a nature to require more than thirty (30) days to remedy, Landlord shall proceed promptly and shall have a reasonable amount of time to cure it. In all cases, time is of the essence, and Landlord shall proceed promptly in curing and defaults. Should Landlord required additional time, Tenants rent will be prorated until operations are able to resume. -

16. MISCELLANEOUS

a. Landlord Transfer

Landlord may not transfer, in whole or in part, this Lease or any of its rights under this Lease.

b. Notices

All notices and other communications given pursuant to this Lease shall be in writing and shall be (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in Section 1 of the Lease.

c. Severability

It is the Parties intention that this Lease shall be enforceable and that it comply with all applicable laws. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby.

d. Amendments; and Binding Effect

This Lease may not be amended except by instrument in writing signed by Landlord and Tenant.

e. Captions

The captions contained in this Lease are for convenience of reference only, and do not limit or enlarge the terms and conditions of this Lease.

f. Entire Agreement

This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto.

g. Choice of Law

This Lease shall be governed by the laws of the State of New Mexico and by the applicable laws of the United States of America, and subject to the exclusive jurisdiction of the Fourth Judicial District Court.

h. Construction and Interpretation

This Lease shall not be construed in favor of either Landlord or Tenant regardless of who prepared the same.

17. AUTHORITY PARAGRAPH

The Party executing this document on behalf of the Tenant represents and warrants that such Party possesses all lawful rights and authority to enter into this document on behalf of Tenant; that there are no judgments, decrees, or outstanding orders of any court prohibiting the execution of this document and that all required approval, consents and resolutions necessary effectuate the terms and provisions of the document have been obtained.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Agreement to be executed on their ~~behaves~~ behalf by their duly authorized representatives as the Effective Date set forth above.

LANDLORD:

THE SAN MIGUEL DEL BADO LAND GRANT

By: Clarissa Romero

Title: President of SMDB Land Grant

Date: 9-9-24

TENANT:

CITY OF LAS VEGAS

By : _____

Title : City Manager

Date: _____

ATTEST:

Casandra Fresquez, City Clerk

Date: _____

Invoices June-Aug

smdb1794@outlook.com San Miguel Delbado

Monday, September 9, 2024 at 1:16:10 PM Mountain Daylight Time

To: jlromero@lasvegasnm.gov Joyce L. Romero, jtafoya@lasvegasnm.gov jtafoya@lasvegasnm.gov

Good Afternoon ladies,

I'm sending the Invoices for June through August and also the signed contract for the center. Let me know if you have any questions.

Best Wishes,

Claresse Romero

Attachments:

SMDBContractSignature1.pdf 8.2M

CLV Invoice-June 2024_1.pdf 113k

CLV Invoice August 2024.pdf 113k

CLV Invoice-july2024.pdf 113k



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

Meeting Date: October 16, 2024

Date Submitted: 10/7/24

Department: Community Services

Item/Topic: Consideration to approve the restructuring of the Community Services Senior Center Organizational Chart by modifying job titles. As per the Municipal City Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

Fiscal Impact: None

Attachments: City of Las Vegas Proposed Organizational Chart for the Community Services Department/Senior Center Division.


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**

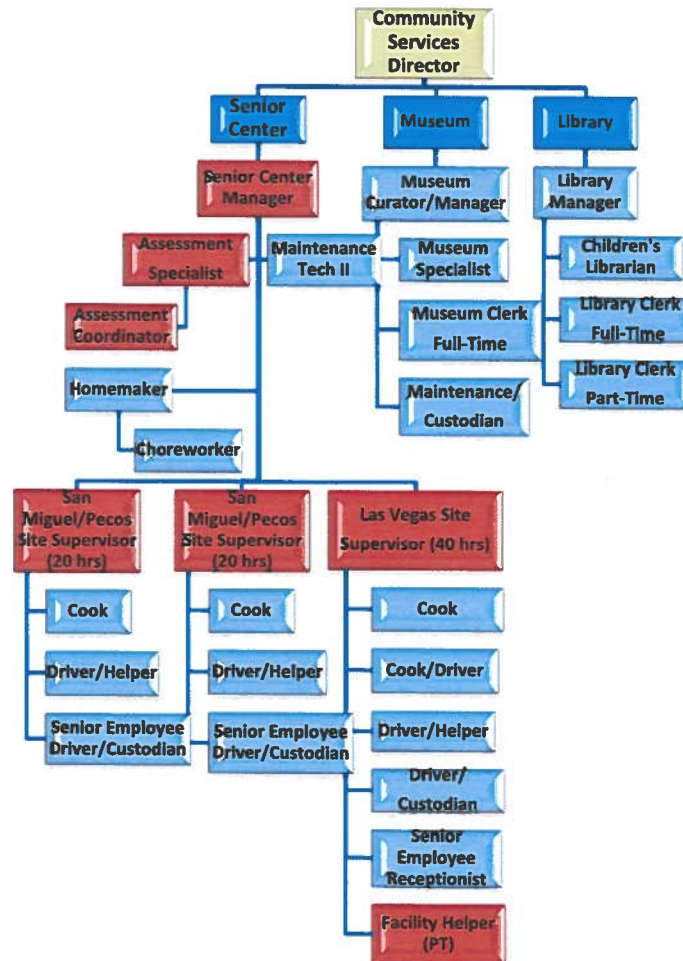
Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



Proposed 10/16/24

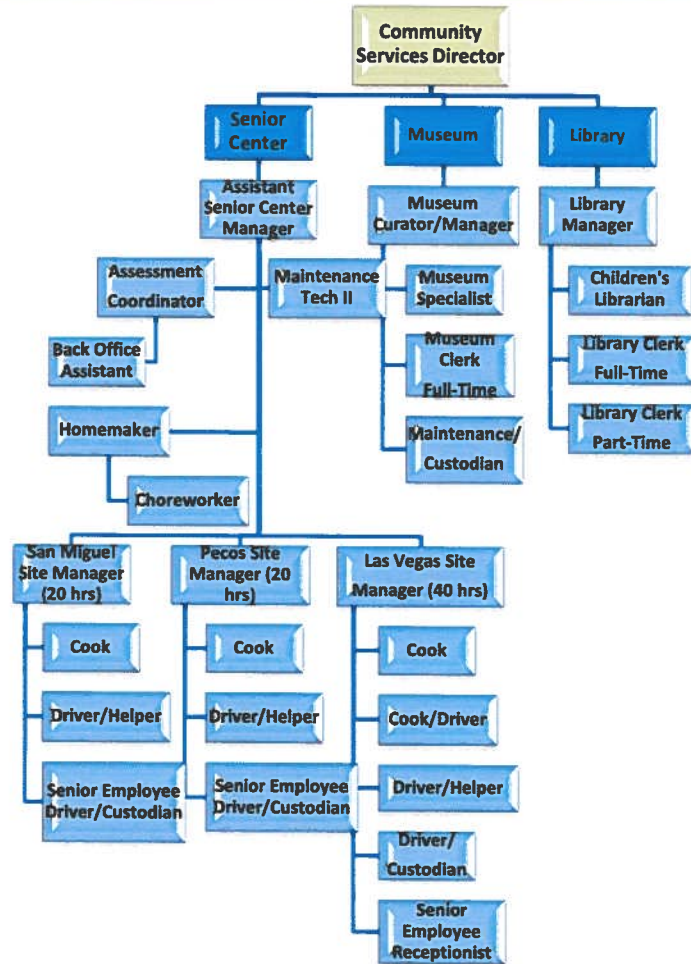
COMMUNITY SERVICES





Final approved as per City Council on 2.14.24

COMMUNITY SERVICES





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

Meeting Date: October 16, 2024

Date Submitted: 10/8/2024

Department: Finance

Item/Topic:

Morris Madrid, Finance Director and Dominic Chavez, Deputy Finance Director Discuss, review & guidance given for the use of the Cannabis Funds and Opioid Funds.

Fiscal Impact: None

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:

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 _____



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

Meeting Date: October 16, 2024

Date Submitted: October 8, 2024

Department: Finance

Item/Topic: Approval of Resolution 24-31, City of Las Vegas is in need of making a budget adjustment in the 2024-2025 fiscal year budget.

Fiscal Impact:

- Positive – Additional funding from various sources in the amount of \$762,383.00.
- Negative – Zero

Attachments: Resolution 24-31 BAR and related documentation

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. 24-31

**A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE
2024-2025
FISCAL YEAR**

WHEREAS, the Governing Body of the City of Las Vegas has developed a budget adjustment request for fiscal year 2024-25; 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 2024-25 fiscal year budget to include:

- A revenue/expense increase to Fund 213 - To appropriate funds from proceeds of State of New Mexico General Bonds 2022 Issue, as part of State Distribution to libraries statewide. Carnegie Library received a distribution of \$75,446. Distribution occurs after the sale of bonds. There is no match requirement for this funding.
- An expense increase to Fund 217 - To appropriate funding in the amount of 245,958.00 to be refunded to the Department of Finance Law Enforcement Recruitment Fund from Fiscal Year 2024. Refund has been made as per attached request.
- A revenue/expense increase to Fund 217 - To appropriate funds allocated from the State of New Mexico Firefighter/EMT Recruitment Fund in the amount of \$75,000.00. Funding is to be utilized for hiring of a firefighter and emergency technician positions under the provisions of New Mexico HB2.
- A revenue/expense increase to Fund 267 - To appropriate funding received from the New Mexico Department of Finance and Administration Community Development Block Grant program in the amount of \$511,600.00. This funding is for completion of construction from Mills Avenue to Mora Street on Hot Springs Boulevard. There is no match component to this funding.
- A revenue/expense increase to Fund 268 - Cooperative Agreement with New Mexico Tourism Department in the amount of \$100,337.00. Total value of this agreement is \$301,011.00 with the New Mexico Tourism Department share as \$200,674.00. This funding is for City of Las Vegas participation in the New Mexico True branding, advertising, and media-related services. Agreement terminates on June 30, 2025.

WHEREAS, the Governing Body finds the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2024-25; 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 October 2024.

Mayor David G. Romero

ATTEST:

Casandra Fresquez, City Clerk

CITY OF LAS VEGAS
 RESOLUTION # 24-31
 BUDGET ADJUSTMENT REQUEST
 FISCAL YEAR 2025 as of October 16, 2024

RESOLUTION # 24-31	TYLER	DFA	DESCRIPTION	ASSET CASH	REVENUE	EXPENDITURES
STATE LIBRARY - GO BONDS	213-0000-450-5335	213-21800-0001-47499	STATE LIBRARY - 2022 GO BONDS		\$ 75,446.00	
STATE LIBRARY - GO BONDS	213-0000-780-7509	213-21800-2002-57999	STATE LIBRARY - 2022 GO BONDS			\$ 75,446.00
SPECIAL LEGIS. APPROPRIATIONS	217-0000-780-8145	217-21221-3001-51020	PD RECRUITMENT & RETENTION 23-ZH5048-41	\$ 245,958.00		\$ 245,958.00
SPECIAL LEGIS. APPROPRIATIONS	217-0000-430-5502	217-20900-3002-47100	FIREFIGHTER/EMT RECRUITMENT FUND - 24-Z15036-28		\$ 75,000.00	
SPECIAL LEGIS. APPROPRIATIONS	217-0000-780-8146	217-20900-3002-51900	FIREFIGHTER/EMT RECRUITMENT FUND - 24-Z15036-28			\$ 75,000.00
CDBG / HOT SPRINGS	267-0000-540-5940	267-39900-0001-47899	CDBG/HOTSPRINGS - 21-C-NR-1-01-G-03		\$ 511,600.00	
CDBG / HOT SPRINGS	267-0000-780-8143	267-39900-2002-58040	CDBG/HOTSPRINGS - 21-C-NR-1-01-G-03			\$ 511,600.00
OTHER CAPITAL APPROPRIATIONS	268-0000-540-5333	268-29900-0001-47699	NM TOURISM 24-418-1003001000-05		\$ 301,011.00	
OTHER CAPITAL APPROPRIATIONS	268-0000-780-8031	268-29900-2002-57090	NM TOURISM 24-418-1003001000-05			\$ 301,011.00
TOTALS				\$ 245,958.00	\$ 887,611.00	\$ 1,133,569.00



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Department of Cultural Affairs

407 Galisteo St. Bataan Memorial Bld.
Suite 264
Santa Fe NM 87501
United States

Dispatched

Purchase Order 50500-0000052383	Date 08-09-2024	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer Emmanuel Castillo	Phone	Currency USD

Dispatch Via Print

Supplier: 0000054343
CITY OF LAS VEGAS
1700 N GRAND AVE
LAS VEGAS NM 87701-1700
United States

Ship To: 1209 Camino Carlos
Rey
Garey Carruthers
Santa Fe NM 87507
United States

Bill To: 1209 Camino Carlos Rey
Garey Carruthers
Santa Fe NM 87507
United States

Origin: EXE **Excl/Excl#:** 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
----------	------------------	----------	-----	----------	--------------	----------

1 - 1	2022 GO Bonds Allocation Carnegie Public Library 50500-89200-A22G5372-547400- - - -92436-G5372	1.00	EA	\$75,445.97	\$75,445.97	08/09/2024
-------	--	------	----	-------------	-------------	------------

Attention: Sharan Gillespie

Schedule Total \$75,445.97

Item Total \$75,445.97

Total PO Amount \$75,445.97

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



407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985

Governor Michelle Lujan Grisham
Cabinet Secretary Wayne Propst

Local Government Division
Jeannette Gallegos, Acting Division Director

September 16th, 2024

To: City of Las Vegas
RE: 2023 Law Enforcement Recruitment Fund – Year 1 – FY24
Appropriation #: 23-ZH5048-41
1st Allocation Amount: \$300,000.00

Dear Mr. Marquez,

This letter serves as the **Distribution Invoice for Repayment** and to advise you that the 1st allocation for the Law Enforcement Recruitment Fund (LERF) has hereby formally ended as of June 30th, 2024.

Our records indicate that your entity has a reversion of unexpended funds to DFA of **\$245,957.28**. We request that you return the funds with a check to the following address:

**Department of Finance and Administration
Local Government Division
Attn: Bianca Quintana (LERF)
407 Galisteo Street, Room 202
Santa Fe, NM 87501**

The check is to be made payable to the Department of Finance and Administration – Local Government Division and **must** be received in our office no later than **September 23rd, 2024**. A copy of this letter needs to be included with the check to ensure proper accounting of these funds. Please also email us a check of the copy at Bianca.Quintana@dfa.nm.gov.

All records and reporting related to these funds must match the budget reports submitted to the Budget and Finance department.

If you have any questions please reach out to Bianca Quintana at (505)231-3052 or email: Bianca.Quintana@dfa.nm.gov or myself at (505)231-3854 or email: Jeannette.Gallegos@dfa.nm.gov.

Sincerely,

DocuSigned by:

020E740B753A4C1
Jeannette Gallegos – Acting Division Director

RECIPIENT:

City of Las Vegas

<u>APPROPRIATION NUMBER:</u>	<u>ALLOCATION AMOUNT:</u>	<u>REVERSION DATE:</u>
24-ZI5036-28	\$ 131,250.00	June 30, 2025

ALLOCATION PURPOSE

One Hundred and thirty one thousand two hundred and fifty dollars and zero cents over three years to be utilized in accordance with the provisions of HB2 to hire full time firefighter and emergency medical technician positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed over a three-year period, contingent upon amendment to HB2 during the next legislative session. Specifically, disbursements will occur as follows 100% up to \$75,000 the first year, 50% up to \$37,500 the second year, and 25% up to \$18,750 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended by June 30, 2025; the second 50% disbursement will be made in July 2025 to be expended by June 30th, 2026; and the last disbursement of 25% will be made in July 2026 to be expended by June 30, 2027. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Firefighter/EMT Recruitment Report, providing updates on the hiring of officer positions.

CERTIFICATION

I hereby certify that City of Las Vegas

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

_____	_____
Local Fire Department Agency	Date
_____	_____
Authorized Local Governing Body Authority	Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 24 ZI5036-28 in the amount of \$75,000.

_____	_____
Jeannette Gallegos Interim Director, Local Government Division	Date

STATE OF NEW MEXICO
Firefighter/EMT Recruitment Fund
Report Form
Exhibit A

<https://forms.office.com/g/4Gzf2tDgPb>

Allocation Recipient:	
Appropriation Number:	
Quarter Number:	

Name	Date of Hire	Title of Position	Salary Paid (\$) during quarter	Benefits Paid (\$) during quarter
Total Amount of Appropriation Funds Expended:			Total: \$	Total: \$

Add extra lines as applicable.

Narrative: (Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.)



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

Meeting Date June 26, 2024

Date Submitted: 6/10/24

Department: Public Works

Item/Topic: Request for approval of resolution 24-17 to accept supplemental funding that was available through DFA for the short falls of CDBG projects in order to complete projects that were over budget during the bid process, the amount being \$511,600.00. The amount of funding requested will be used for the completion of construction from Mills Avenue to Mora Street on Hot Springs Boulevard. There is no City match requirements for the additional funding.

Fiscal Impact: Budgeting funds in the amount of \$511,600.00.

Attachments: Engineers estimate, Exhibit 1-A project description, Resolution 24-17.

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 Attorney (Approved as to Form)

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

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved  on 6/26/24

Continued To: _____

Referred To: _____

Denied _____

Other _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 24-17

A RESOLUTION TO ACCEPT ADDITIONAL SUPPLEMENTAL FUNDING FOR THE HOT SPRINGS BOULEVARD ROAD IMPROVEMENTS PROJECT, FUNDED BY THE DEPARTMENT OF FINANCE AND AUTHORITY (DFA) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).

WHEREAS, the City of Las Vegas ("City") has applied for available supplemental funding through the New Mexico Department of Finance and Authority (DFA) Community Development Block Grant (CDBG) (the "Grant") for construction, reconstruction, pavement rehabilitation, ADA compliant curb & ramps, drainage improvements, construction management, and miscellaneous construction on Hot Springs Boulevard; and

WHEREAS, the City will be receiving an amount of \$511,600.00 for completing construction on Hot Springs Boulevard from beginning of project (BOP) Mills Avenue to the end of project (EOP) Mora Street; and

WHEREAS, the City would not have to contribute any matching funds in order to receive the amount of funding requested; and

WHEREAS, the City will pay any costs that exceed the project amount being \$1,267,600.00 (total project cost); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body accepts the amount requested for the completion of construction, reconstruction, pavement rehabilitation, ADA compliant curb & ramps, drainage improvements, construction management, and miscellaneous construction of Hot Springs Boulevard from BOP Mills Avenue to EOP Mora Street in the City of Las Vegas.

APPROVED AND ADOPTED this 26 day of June 2024

ATTEST

By: 
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY

By: 
Attorney

CITY OF LAS VEGAS, NEW MEXICO

By: 
David Romero, Mayor

Agreement / Contract
No. 3874-22
City of Las Vegas
Date

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT AGREEMENT AMENDMENT NO. 1

Project No. 21-C-NR-1-01-G-03

THIS AMENDMENT, hereinafter referred to as the "Amendment," is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico, 87501, hereinafter referred to as the "Division," and Entity of the City of Las Vegas, hereinafter referred to as the "Grantee." This Amendment shall be effective as of May 05, 2024.

RECITALS

WHEREAS, on January 12, 2022, the Community Development Council approved the allocation of \$750,000 to the Grantee for an infrastructure project (hereinafter referred to as "Project"); and

WHEREAS, the Grantee and the Division entered into a Grant Agreement, effective May 05, 2022, in the amount of \$750,000 for the completion of the Project, hereinafter referred to Agreement; and

WHEREAS, on May 13, 2024, the Community Development Council approved the additional allocation from the 2023 Supplemental CDBG funding in the amount of \$511,600.00 to the Grantee for a total CDBG allocation of \$1,261,600.00; and the Grantee requests to increase the Construction line item by \$511,600.00; for a new total construction cost of \$1,197,080.14; and the Grantee requests to extend the project for 7 months through December 05, 2024; and

WHEREAS, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the additional funds will be made available to the Grantee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby mutually agree to amend the Grant Agreement as follows:

- 1 The "The Exhibit 1-B" of the Grant Agreement is hereby replaced in its entirety with "Exhibit 1-B" attached hereto, and
- 2 The "The Exhibit 1-C" of the Grant Agreement is hereby replaced in its entirety with "Exhibit 1-C" attached hereto, and
- 3 All other provisions of the Grant Agreement not amended herein remain in full force and effect.

IN WITNESS WHEREOF, the parties do hereby execute this Amendment.

THIS AMENDMENT has been approved by:

GRANTEE


Chief Elected Official/Authorized Signatory

Mayor David Romero
(Type or Print Name)

6/26/24
Date

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

DocuSigned by
By: 
Jeannette Gallegos, Acting Division Director

July 1, 2024 | 8:55 AM MDT
Date

Agreement / Contract
No. 4110-24
City of Las Vegas
Date

**STATE OF NEW MEXICO
TOURISM DEPARTMENT
Cooperative Agreement**

THIS AGREEMENT, numbered **25-418-1003001000-05**, is made and entered into by **State of New Mexico Tourism Department**, hereinafter referred to as the "NMTD," and **City of Las Vegas**, hereinafter referred to as the "Partner" (collectively the "Parties") and is effective as set forth below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities; and

WHEREAS, NMTD desires to coordinate this effort through cooperative programs with matching funds for certain tourism-related non-profit organizations, local and tribal governments; and

WHEREAS, Partner wishes to leverage the New Mexico True brand (Brand) with advertising and media-related services provided by NMTD to stimulate tourism activities and is willing to contribute funds to further the Parties' efforts to that effect;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, for the express and sole purpose of stimulating tourism in New Mexico, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

- A. Meet or exceed the requirements of its FY25 Cooperative Marketing Application to promote travel within and/or to New Mexico through advertising and media efforts as defined in the FY25 Award Summary, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Make all payments in accordance with the requirements listed in *Exhibit A*.
 1. Acknowledge that failure to make a timely payment will affect advertising and media efforts as defined in the FY25 Award Summary.
 2. In the event Partner fails to make payment within 10 business days of the due date indicated in *Exhibit A*, NMTD may cancel this agreement pursuant to paragraph IV(B).
 3. Partner may submit a request to extend a scheduled due date, subject to NMTD approval. Failure to comply with the extension schedule may result in cancellation of this agreement pursuant to paragraph IV(B).
- C. Agree to follow the established New Mexico True Brand Style Guide available via link [here](#).
- D. Obtain prior approval from NMTD for any and all use of the Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
- E. Collaborate with NMTD, providing timely inputs and responses to communications that ensure successful execution of all initiatives as outlined in *Exhibit A*.

1. Agree to make every effort to maintain effective communications with NMTD for the term of this agreement.
 2. Acknowledge that in the event Partner fails to timely respond within 10 business days of receipt of a communication, NMTD reserves the right to resume, modify, reject, cancel or stop any and all initiatives or works in progress.
- F. Request and obtain prior approval from NMTD for any and all modifications to the initiatives outlined in *Exhibit A*.
1. An amendment to the Agreement and *Exhibit A* must be executed by all parties before Partner implements the requested change in initiatives.
 2. In the event Partner modifies an initiative without prior approval, NMTD reserves the right to reject, cancel or stop any and all initiatives or works in progress.
- G. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner's eligibility for future awards.
- H. In addition to the above obligations, for all Flex funds expended, Partner must also:
1. Acknowledge that it has access to, and agrees to comply with, the FY25 Request for Reimbursement Form via the online grant platform and related cycle documents located at <https://nmtourism.smapply.io>. The online application form and Partner's responses to that form are incorporated herein by reference.
 2. Obtain prior approval utilizing the Asana form linked [here](#) and retain approval identification number to submit with request for reimbursement for all cobranded creative materials, i.e. any printed or digital collateral, advertising, etc. that incorporate any part of the New Mexico True brand logo including the customized "logo lockup" provided by NMTD for Partner's use in conjunction with cooperative marketing initiatives.
 3. Fully and accurately complete and timely submit the Request for Reimbursement Form(s) and the Tracking and Impact Report.
 - i. Requests for payment of expenses incurred between July 1, 2024 and May 31, 2025 must be submitted within 30 days of placement in market. *Expenses incurred before the execution of this agreement will not be eligible for reimbursement.*
 - ii. All requests for payment must be received by June 10, 2025. Incomplete or illegible requests will not be processed.
 - iii. The Tracking and Impact Report must be submitted to NMTD 30 days after the conclusion of the awarded initiative, but no later than July 15, 2025. Failure to do so may result in forfeiture of reimbursement and/or affect Partner's future opportunities.

II. Obligations of NMTD.

- A. Provide assets necessary to meet requirements for logo integration.
- B. For all Flex funds expended, NMTD will reimburse Partner for all eligible expenses, in accordance with the amounts listed in *Exhibit A*, upon receipt of a completed Request for Reimbursement Form along with all required supporting documentation.
- C. Upon receipt of MMP Partner funds, NMTD will:

1. Communicate with media vendors and secure ad placement and/or services as agreed upon and set forth in *Exhibit A*.
2. Provide documentation to Partner to verify agreed upon deliverables were made in accordance with *Exhibit A*.
3. Pay media vendors for ad placement and/or services.
4. Collect and share campaign performance measurement data with Partner.

III. Copyright and Quality Control.

- A. For the term of this Agreement, the NMTD grants to the Partner a nonexclusive, nontransferable, worldwide right and license to use the New Mexico True Brand in furtherance of the Partner's promotion and advertising of and within New Mexico, as outlined in *Exhibit A*. This includes but is not limited to the creation and distribution of advertisements defined in the original application submitted and is subject to NMTD creative approval prior to placement. The Partner must cease use of the New Mexico True Brand within 60 days of the agreement's termination.
- B. All Brand usage and creative must be submitted to and approved by NMTD prior to use and must adhere to Brand Style Guide available via link [here](#).
- C. NMTD will exercise its right to inspect Partner's creative assets designed for and used in conjunction with marketing and promotional campaigns that employ Brand logos to ensure that such use is of proper quality and otherwise consistent with this Agreement.
- D. NMTD shall have the right in its sole discretion to approve or disapprove Partner's creative assets designed for use in marketing and promotional campaigns. NMTD may require that additional samples be submitted or Brand logos be removed from creative assets before use.
- E. If Partner fails to obtain prior approval or should NMTD determine Partner's Brand use is inconsistent, such failure shall be deemed a breach of Partner's obligations under this Agreement for the purposes of the termination under Section IV (B) (1).
- F. All materials developed or acquired by the Partner under this Agreement shall become the jointly owned property of the State of New Mexico. Nothing produced, in whole or in part, by the Partner under this Agreement shall be the subject of an application for copyright by or on behalf of Partner. Furthermore, NMTD may access and use Partner's advertising and other creative production assets at its sole discretion.

IV. Additional Terms & Conditions.

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on June 30, 2025.
 1. NMTD may terminate this Agreement if Partner fails to comply with the obligations under this Agreement.
 2. Either party may terminate or seek to further negotiate this Agreement upon thirty (30) days written notice to the other. In the event of termination, neither party may

nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.

3. For the avoidance of doubt, no termination of this Agreement shall relieve Partner of any obligations incurred prior to effective date of such termination including, without limitation, services performed and any prepaid costs.
- C. A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe, including public health emergencies such as COVID-19. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with this Agreement.
- D. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.
- E. 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 by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.
- F. This Agreement is governed by the laws of the State of New Mexico.
- G. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- H. Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by electronic mail, facsimile, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department
 Nelida Griego
 491 Old Santa Fe Trail | Santa Fe, NM 87501
 505-795-0108 | nelida.griego@td.nm.gov

To Partner: Tim Montgomery
 City of Las Vegas
 100 Valencia St
 Las Vegas, NM 87701
 tmontgomery@lasvegasnm.gov

- I. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Agency Head Designee listed below.

By: DocuSigned by:
Tim Montgomery
8C9CD2E32B414D8 Date: 6/20/2024
Tim Montgomery, City of Las Vegas
PARTNER

Approved for legal sufficiency:

By: DocuSigned by:
Novela Salazar
B422D3B3822C4B6 Date: 6/20/2024
Novela Salazar, General Counsel NMTD

By: DocuSigned by:
Rayline Sebay
6122E58AC4444C2 Date: 6/20/2024
Rayline Sebay, CPO, ASD NMTD

By: DocuSigned by:
Jennifer Saavedra
B83BA28C2F7E403 Date: 6/20/2024
Jennifer Saavedra, Agency Head Designee NMTD

NEW MEXICO TOURISM DEPARTMENT

EXHIBIT A

775 (S) FUNDING PROGRAM

AWARD SUMMARY

Organization Name: City of Las Vegas	Line #	Product	Quantity	Unit Price	Amount	Contract Commitment	Contract Start	Contract End
Primary Contact: Lucas Marquez	MHP	12	\$501,011.00	\$200,674.00	\$100,337.00	\$52,880.00	\$47,457.00	
Email: lmarquez@lasvegasnm.gov	FLEX	0	\$0.00	\$0.00	\$0.00	N/A	N/A	
Phone: 505-454-1401 ext. 1602	Total	12	\$501,011.00	\$200,674.00	\$100,337.00	\$52,880.00	\$47,457.00	

Line #	Description	Quantity	Unit Price	Amount	Contract Commitment	Contract Start	Contract End
1	Video Production + BONUS Still Photos	1	\$16,269.00	\$16,269.00	\$5,423.00	\$5,423.00	\$0.00
2	CONTENT / ORGANIC SOCIAL						
1	Social Starter Package + Crowdsourced Content (12 mo)	1	\$17,514.00	\$17,514.00	\$5,838.00	\$2,919.00	\$2,919.00
3	DIGITAL						
4	Managed Search (Minimum 2 Options)	4	\$4,000.00	\$16,000.00	\$16,000.00	\$8,000.00	\$8,000.00
5	DIGITAL						
1	Red Chile PACKAGE (Consideration & Intent): Meta (FB & IG) Static & Video FB Remarketing, NM Travel Intender Ads Rich Media, Sponsored Content, YouTube, CTV	1	\$159,800.00	\$159,800.00	\$53,300.00	\$28,850.00	\$28,850.00
6	DIGITAL						
1	Facebook Infeed Video Ads (available as add-on to Package ONLY)	1	\$12,000.00	\$12,000.00	\$4,000.00	\$2,000.00	\$2,000.00
7	PRINT / DIGITAL						
1	New Mexico True Adventure Guide Print Ad (Full Page)	1	\$12,249.00	\$12,249.00	\$4,083.00	\$2,041.50	\$2,041.50
8	PRINT / DIGITAL						
1	New Mexico Magazine Print Display Ads (3X Full Page) + Digital	1	\$14,820.00	\$14,820.00	\$4,940.00	\$2,470.00	\$2,470.00
9	PRINT / DIGITAL						
1	Texas Monthly Print Display Ad (Half Page) + Digital Content & E-Newsletter	1	\$9,579.00	\$9,579.00	\$3,193.00	\$1,596.50	\$1,596.50
10	PRINT / DIGITAL						
1	Denver 5280 Magazine Print Display Ads (3X Half Page) + Digital	1	\$10,680.00	\$10,680.00	\$3,560.00	\$1,780.00	\$1,780.00



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

Meeting Date: October 16, 2024

Date Submitted: 10/8/2024

Department: Executive

Item/Topic:

Tim Montgomery, City Manager Review, discuss and approve the Veolia Actiflo long term lease and winterize project.

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:

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 _____



Veolia Water Technologies - Mobile Water Services
Dayton, Ohio

MOBILE WATER SERVICE AGREEMENT

This agreement ("Agreement") is entered into and is effective as of the 28 day of June, 2024 (the "Effective Date") by and between Veolia Water Technologies, Inc., a Delaware corporation having offices at 945 S Brown School Rd., Vandalia, Ohio 45377 ("Service Provider") and City of Las Vegas, New Mexico, having offices at 1700 North Grand Avenue, Las Vegas, NM 87701 ("Customer").

AGREEMENT

NOW, THEREFORE, in exchange for mutual promises and good valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

"Mobile Water Treatment Equipment" means one or more of the following: water de-mineralizing systems, reverse osmosis systems, clarification or filtration systems capable of easy transport. Mobile Water Treatment Equipment may be skid mounted or on a mobile platform.

"Delivery Area" shall have the meaning set forth in Section 3.1.

"Distribution Equipment" shall have the meaning set forth in Section 3.2(iv).

"Feedwater" shall have the meaning set forth in Section 3.2(ii).

"Feedwater Distribution Equipment" shall have the meaning set forth in Section 3.2(iii).

"Initial Term" and "Term" has the meaning set forth in Section 2.1(a).

"Treated Water" means water which has been purified to a high degree by the substantial removal of minerals, organic compounds, or other suspended or dissolved matter. Unless specifically stated elsewhere in this Agreement, Treated Water is not intended for consumption.

"Receiving Equipment" has the meaning set forth in Section 3.2(iv).

"Renewal Term" has the meaning set forth in Section 2.1(a).

"Rent Commencement Date" means the date range rent will start. The Service Provider will have the Mobile Water Treatment Equipment ready for shipment at least within 3 business days after contract execution and Customer will allow shipment in no event later than 30 days after contract execution. Contract execution occurs when the Mobile Water Agreement has been co-signed, PO has been accepted by Service Provider, and prepayments have been remitted by Customer and received by Service Provider.

"Services" has the meaning set forth in Section 4.1.



2. TERM AND TERMINATION

2.1

- a. The initial term of this Agreement shall commence as of the **Effective Date and terminate 16 full weeks after the Rent Commencement Date** (the "**Initial Term**"). Following the expiration of the Initial Term, this Agreement shall be automatically extended for additional successive [4 week] periods (each a "**Renewal Term**"), unless either party gives the other party written notice of its election not to so extend the Initial Term or then existing Renewal Term, which notice must be given no later than 28 days prior to the expiration of the Initial Term or any existing Renewal Term (the "Initial Term" and any "Renewal Term(s)" are collectively referred to as the "**Term**").
- b. This Agreement may be terminated by either party immediately upon written notice to the other party in the event that (i) the other party becomes insolvent or bankrupt; or (ii) the other party's business is placed in the hands of a receiver or trustee for the benefit of creditors, whether by voluntary act of such party or otherwise.
- c. Either party may terminate this Agreement for cause in the event that the other party commits a material breach of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof from the non-defaulting party describing the breach in reasonable detail.

2.2 In the event this Agreement is terminated prior to the expiration of the Initial Term by Service Provider for cause pursuant to Section 2.1(c) or by Customer's own convenience, then Customer shall pay to Service Provider,, an amount equal to the aggregate remaining number of months in the Initial Term multiplied by the Base Monthly Rent set forth in Exhibit A plus all freight charges associated with the return of the Mobile Water Treatment Equipment.

2.3 In the event of the expiration or any earlier termination of this Agreement, Customer shall permit Service Provider to remove its Mobile Water Treatment Equipment from the Delivery Area (as such term is hereinafter defined in Section 3.1 Customer's Obligations).

3. CUSTOMER'S OBLIGATIONS

3.1 As a condition of Service Provider's obligations hereunder, Customer shall, without cost to Service Provider, and throughout the Term, furnish and maintain in good condition, an area at or adjacent to each plant covered by this Agreement, suitable for the ingress/egress and full utilization of any Mobile Water Treatment Equipment (the "Delivery Area").

3.2 In order for the Delivery Area to be suitable for the use and operation of the Mobile Water Treatment Equipment, Customer must:

- a. Prepare and/or provide a foundation sufficient to safely hold the operating weight of the largest Mobile Water Treatment Equipment system(s) that Service Provider reasonably anticipates may be placed in the Delivery Area;
- b. Provide incoming water meeting the specifications stated in Exhibit A ("Feedwater");
- c. Provide all tankage, transfer pumps and appropriate water conduits not supplied by the Service Provider under this Agreement ("Feedwater Distribution Equipment") to deliver Feedwater to the Mobile Water Treatment Equipment system;
- d. Provide equipment to receive Treated Water, waste streams and waste materials from the Mobile Water Treatment Equipment system ("Receiving Equipment") (the Feedwater



Distribution Equipment and the Receiving Equipment is collectively referred to as the "Distribution Equipment");

- e. Provide all utilities required by the Mobile Water Treatment Equipment as set forth in Exhibit A,
 - f. Provide all security measures reasonably needed to protect the Mobile Water Treatment Equipment and the Delivery Area; and
 - g. Obtain in writing all consents, licenses and permits required to establish and maintain the Delivery Area allowing Service Provider to provide the Services which are the subject of this Agreement.
- 3.3 Customer's failure to meet the Feedwater requirements set forth in Exhibit A may result in additional cleaning expenses which shall be the sole responsibility of Customer. Any changes in Feedwater pretreatment that is the responsibility of Customer shall be reviewed and approved in writing by the Service Provider prior to implementation of the change. Customer shall be responsible for damages that occur to the Mobile Water Treatment Equipment due to changes in Feedwater that occur without the prior written authorization of Service Provider.
- 3.4 Customer is responsible for providing adequate disposal in accordance with all applicable laws and regulations for all effluent and associated waste materials, including without limitation sludge, reject water, backwash, scaling, fouling and debris resulting related to the operation of the Mobile Water Treatment Equipment.
- 3.5 The Customer agrees to maintain "all risk" casualty and property insurance coverage on the provided Mobile Water Treatment Equipment. The Customer will maintain a loss payable endorsement in favor of the Service Provider for the full value of the Mobile Water Treatment Equipment. Customer further waives and shall cause its insurance carriers to waiver all rights of subrogation against the Service Provider.
- 3.6 If repairs are found to be required by Service Provider upon return of the Equipment, Customer shall continue to pay Rent until the Equipment is returned to good operating condition as determined by Service Provider unless such repairs are necessary as a result of an event for which Service Provider is responsible.

4. SERVICE PROVIDER'S OBLIGATIONS

- 4.1 Subject to Customer satisfying its obligations set forth in Article 3 (**CUSTOMER'S OBLIGATIONS**), Service Provider shall:
- a. Furnish and supervise installation of the Mobile Water Treatment Equipment at the Delivery Area;
 - b. Supervise connection of the Mobile Water Treatment Equipment to the Distribution Equipment;
 - c. Process the Feedwater through the Mobile Water Treatment Equipment if and to the extent Service Provider's obligations include the operation of the Mobile Water Treatment Equipment; and



- d. Deliver Treated Water meeting the specifications set forth in Exhibit A to the Distribution Equipment.

Sub-clauses (i) through (iv) of this Section 4.1 are defined as the "Services".

4.2 Service Provider may substitute other equipment, at its option and cost, to meet the specifications set forth in Exhibit A.

4.3 Upon written request by Customer, provide a Certificate of Insurance listing coverages for Commercial General Liability, Automobile Liability and Workman's Compensation coverages.

4.4 Service Provider shall provide the Services subject to the exclusions set forth in Exhibit A.

5. ACCESS AND TITLE

Authorized representatives of Service Provider and Customer shall have access at all times to all Delivery Areas. Customer shall use all reasonable precautions to prevent all other persons from entering the Delivery Areas and shall not permit any persons other than authorized employees or representatives of Service Provider to operate, use, alter, repair, relocate, regenerate, adjust or tamper with any Mobile Water Treatment Equipment or other equipment installed by Service Provider unless agreed to in writing by Service Provider. While the Mobile Water Treatment Equipment is in the Delivery Area or anywhere on Customer's property, Customer shall defend Service Provider's right, title, and interest in said Mobile Water Treatment Equipment and keep it free of all liens and encumbrances. Customer shall be liable for damage to or loss of any Mobile Water Treatment Equipment or other equipment of Provider located in the Delivery Area or elsewhere on Customer's property, unless said damage or loss is caused solely by the negligent acts or omissions of Service Provider, its employees, agents or representatives.

Before any Mobile Water Treatment Equipment is installed at any Delivery Areas, Customer will execute all documents and public filings as Service Provider may reasonably request to evidence Service Provider's ownership interest therein.

6. EQUIPMENT RELOCATION OR CHANGE

If Customer, for any reason, requests Service Provider to relocate the Mobile(s) from one Delivery Area to another, or if Service Provider after consultation with Customer and, in order to protect its Mobile Water Treatment Equipment or improve the Service to be provided hereunder, replaces any Mobile Water Treatment Equipment or relocates any Mobile Water Treatment Equipment from one Delivery Area to another, Customer shall bear all costs in connection with said replacement or relocation and the subsequent connections to the Distribution Equipment.

7. PRICE AND PAYMENT TERMS

The prices and any applicable refundable security deposit for the furnishing of the Mobile Water Treatment Equipment and any related Service are set forth in Exhibit A. Payment terms are set forth in Exhibit A. In addition, Customer shall reimburse Service Provider for any supplemental costs incurred by Service Provider in the performance of any installation or other construction work required to make a given Delivery Area suitable. Customer shall also pay to Service Provider, or to



the appropriate authorities, all governmental taxes, including sales or use taxes, related to the Services performed by Service Provider under this Agreement.

Customer's obligation to pay rent begins on the Rent Commencement Date and continues until the end of the monthly rental period in which the Mobile Water Treatment Equipment is returned to Service Provider.

In the event payment is not made in accordance with the provisions of this Section 7, Customer shall pay Service Provider a monthly late charge equal to one percent (1%) per month of all unpaid balances or the maximum amount permitted by law, whichever is less.

Service Provider shall be entitled to an adjustment of the Contract Price and/or time of performance in connection with exceptional circumstances beyond Service Provider's control such as, without limitation, raw materials shortages, sudden fluctuations of raw material pricing, sudden disruption on production of Goods and/or spare parts required for the Project, which may affect the execution of Veolia's timely performance of the Work or affect it financially. Service Provider shall notify the Customer accordingly within seven (7) days from the actual knowledge of such circumstances. Following submission of such notice, the Service Provider shall provide relevant justification reasonably satisfactory to the Customer to proceed to the necessary adjustments to the Contract Price and/or time of performance under the Contract.

Veolia Water Technologies standard rate structure is attached as Exhibit A.

8. WATER QUALITY DISPUTES

Any Treated Water furnished hereunder by Service Provider and shown by recognized standard analysis to be of purity less than specified in Exhibit A may be rejected by Customer at its discretion, provided that said failure to meet such specification is not caused by the acts or omissions of Customer. Service Provider reserves the right to check the analysis on all Treated Water rejected by Customer. Purity of the Treated Water shall be measured at the outlet connection of the Mobile Water Treatment Equipment and prior to connection to the Distribution Equipment.

9. WARRANTY

SERVICE PROVIDER WARRANTS THAT THE TREATED WATER FURNISHED HEREUNDER SHALL MEET THE SPECIFICATIONS SET FORTH IN EXHIBIT A; PROVIDED THAT CUSTOMER SUPPLIES FEEDWATER MEETING THE SPECIFICATIONS SET FORTH IN EXHIBIT A AND MEETS OTHER ITS OBLIGATIONS UNDER THIS AGREEMENT. SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE INTENDED. Any Treated Water not meeting these specifications shall, at Service Provider's option and as Customer's sole and exclusive remedy for breach of the foregoing warranty, be replaced or reprocessed at no additional cost to Customer, except to the extent such failure is caused or contributed to by the acts or omissions of Customer.

10. LIMITATION OF LIABILITY

In no event shall Service Provider be liable to Customer for any incidental, consequential, special or punitive damages, loss of profits or revenues, loss of goodwill or reputation or increased cost of operations arising out of or related Service Provider's goods, services or Service Provider's performance or failure to perform any of its obligations under this Agreement. Service Provider's



maximum aggregate liability to Customer arising out of or related to this Agreement will not exceed the amounts actually paid by Customer to Provider under this Agreement within the last 12 months for the rental service. The foregoing exclusion of damages and limitations of liability shall apply regardless of whether such damages arise under breach of contract, tort (including negligence and professional negligence), strict liability, or other theory of law. Any claims by Customer arising out of or relating to Treated Water quality not made within sixty (60) days of the date upon which the Treated Water in question was delivered are deemed to have been irrevocably waived by Customer.

11. INDEMNIFICATION

Service Provider agrees to defend, indemnify and hold harmless Customer, its successors and permitted assigns, and their agents, servants, and employees from and against any and all third party claims, demands, damages, actions or causes of action at law or in equity, asserted by third parties for bodily injuries, death or physical property damage, to the extent caused by Service Provider's negligent acts or omissions or willful misconduct.

Customer agrees to defend, indemnify and hold harmless Service Provider, its successors and permitted assigns, and their agents, servants, and employees from and against any and all third party claims, demands, damages, actions or causes of action at law or in equity, asserted by third parties for bodily injuries, death or physical property damage, to the extent caused by Customer's negligent acts or omissions or willful misconduct.

12. FORCE MAJEURE

Under no circumstances shall either party have any liability for any inability to perform hereunder as a result of pandemics, floods, strikes or other labor disturbances, fires, accidents, wars, delays of carriers, inability to obtain raw materials, failure of normal sources of supply, restraints of government, or any other similar or dissimilar cause beyond such party's reasonable control.

13. GOVERNING LAW/ATTORNEYS FEES

This Agreement shall be governed by and construed in accordance with the laws of the state in which the Services contemplated hereby are to be performed without regard to its provisions governing conflicts of law. The parties irrevocably waive their right to a request trial by jury. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party as determined by the court shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to any other relief to which such party may be entitled.

14. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way and the provision at issue shall be modified by the court to the extent necessary to be in compliance and match, as closely as possible, with the original intention. Notwithstanding the preceding sentence, if the modified provision is contrary to the original intention of the parties, Provider shall have the right to terminate this Agreement.

15. NOTICES

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, overnight courier or by mail (registered or certified postage prepaid with return receipt requested). Mailed notices shall be addressed to the parties at the addresses first set forth in this Agreement, but each party may change its address by written notice in accordance with this



Section. Notices delivered personally shall be deemed communicated as of actual receipt; all other notices shall be deemed communicated as of documented receipt.

16. GENERAL TERMS

This Agreement shall not be binding upon Service Provider until accepted in writing by a duly authorized representative of Service Provider. The provisions of this Agreement constitute the entire Agreement between Service Provider and Customer relating to the matters covered by this Agreement and supersede any and all agreements, either oral or in writing between the parties hereto. No modifications or waivers of any provision herein shall be binding upon Service Provider unless set forth in writing and accepted by Service Provider. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein.

17. COMPLIANCE

Both Parties shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Foreign Corrupt Practices Act (USA), Bribery Act 2010 (UK) and Sapin II law (France). If the Customer is in breach of clause 17, Service Provider may immediately terminate this Agreement without notice and without incurring any liability whatsoever

18. ENTIRE AGREEMENT

The parties intend this Agreement, with the attached Exhibits, as a final expression of their agreement and a complete and exclusive statement of its terms. No course of previous dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain or vary any of its terms. No representations, understandings or agreements have been made or relied on in making this Agreement other than those expressly set forth. This Agreement may be modified only by a writing signed by the parties or their duly authorized agents.

19. COUNTERPARTS

This Agreement may be signed in separate counterparts, and faxed, or scanned and e-mailed, to the other Parties; the faxed or scanned signatures will be accepted as originals

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Veolia Water Technologies, Inc.

Dayton, Ohio USA

By: C. Brett Neely
C Brett Neely
Title: VP - Services, Industrial Solutions
Date: 7/1/2024

CLIENT - City of Las Vegas

By: Tim Montgomery
Title: City Manager
Date: 06/28/2024



EXHIBIT A

Mobile Water Services Proposal No. 2024-0624-MAR-R3

Dated

6/28/2024



Jun 28, 2024

Mobile Water Services Proposal No. 2024-0624-MAR-R3

For: Travis Martinez
City of Las Vegas, New Mexico
3390 Hot Springs Road (NM 65)
Montezuma, San Miguel County, NM 87731

Re: Influent Water Treatment
Mobile Actiflo TURBO Clarification

By: Michael A. Reyes
National Sales Manager - Mobile Water Services
945 S. Brown School Road
Vandalia, OH 45377
704-650-0881
michael.reyes@veolia.com
WATER TECHNOLOGIES



Veolia Water Technologies
945 South Brown School Rd • Vandalia, OH 45377
tell. +1 (937) 890-4075 • fax +1 (937) 890-9925
www.veoliawatertech.com



EXECUTIVE SUMMARY

Thank you for this opportunity to propose urgent mobile services to the City of Las Vegas, NM. We understand that flooding has spiked the water treatment plant's intake total suspended solid (TSS) and it is challenging the current infrastructure.

Our mobile ACTIFLO clarifier fleet does not carry any NSF / drinking water certifications. We have a new unit currently available and it happens to have stainless steel tankage. It has not seen effluent / wastewater. The rest of our fleet has epoxy-coated carbon steel tanks and all but this new one have seen duty in effluent applications. The site should provide any secondary cleaning and/or disinfection steps to their protocols once the mobile ACTIFLO arrives at site. We have sold permanent / new ACTIFLOs in many drinking water applications globally and within the US.

Veolia is dedicated to providing innovative technologies focused on delivering solutions to our customers. Veolia develops and owns the Actiflo technology, which is a high-rate ballasted clarification process. We have deployed over 1000 Actiflo installations globally for over 30 years. Actiflo applications have included clarification, softening, algae and/or metals removal of surface waters, well waters, wastewaters, and combined sewer overflow. In addition to the permanent installations around the globe, Veolia's Mobile Water Services (MWS) has deployed and operated a variety of services with Actiflo for all these applications mentioned. Veolia's portfolio and capabilities include various business delivery models and technologies (physical-chemical, biological, and sludge management technologies), which those experiences we bring to support this temporary clarification project.

Currently, the proposed mobile assets are available and can be ready to ship within 2 to 3 business days of contract execution and receipt of prepayments. Please note, that in the mobile market with its inherent supply and demand volatility, availability, lead times, and prices are subject to change outside of contracted rental periods. If you would like to move forward and reserve the mobile(s), we would recommend expediting contract execution.

We invite you to learn more about our mobile water services at the following links:

<https://www.veoliawatertech.com/en/solutions/services/mobile-water-services/mobile-clarification-actiflo>

<https://www.youtube.com/watch?v=ceI4spi7OTA>



DESIGN BASIS

Our system design has been selected using the following design basis. Should parameters not comply with such, the performance of the system may be affected and all damage and consequences shall remain Customer's responsibility.

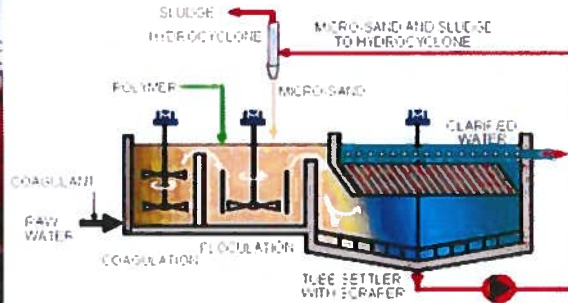
- **Inlet to Mobile - Strained Surface Water (average / peak)**
 - Flow 700 / 1000 GPM
 - TSS 100 / 1000 mg/l
 - pH 7.2 - 7.8
 - Conductivity < 500 μ S
 - Chlorides < 200 mg/l
 - Influent 10 - 40 psig
 - Particles/Trash/Debris < 1/4"
 - Temp 60 - 90 °F
 - Oil & Grease < 5 mg/l
 - Flow changes < 50 gallons per minute

- **Effluent Projections from Mobile**
 - Given the proper selection and dose of chemicals, TSS can be reduced over 95% or down to approximately 10 mg/l TSS, whichever is greater.
 - Representative jar test is a good tool to project chemical programs and effluent quality.

- **Service water by site - Each Actiflo needs approximately 4 - 6 GPM wash water per hydrocyclone (2 per trailer) and 12 GPM (batch wise) to make down dry polymer.**
 - Pressure (dynamic & static) 60 - 80 psig
 - Temp 60 - 90 °F
 - pH 6.0 - 8.0 S.U.
 - Turbidity < 1 NTU
 - Hardness < 300 mg/l as CaCO₃
 - Conductivity < 1000 μ S
 - Particles < 100 microns
 - Bivalent Ions < 1 mg/l (total)
 - Oxidants < 0.5 mg/l (total)
 - H₂S < 0.01 mg/l
 - Bacteria 0 CFU
 - Total Chlorine < 1.0 mg/l



MOBILE ACTIFLO® FOR TURBIDITY & SUSPENDED SOLIDS REDUCTION



- Actiflo® Turbo ACP2-40M – High Rate Sand Ballasted Packaged Clarifier
- Water Clarification, Suspended Solids & Metals Removal, and Cold Lime Softening
- River Water Clarification up to 1400 GPM
- Mobile Platform: Single Drop, Flat Bed; 48 - 53'L x 8.5'W x 13.5'H (19' to top of piping)
- Patented Turbomix® draft tube for enhanced flocculation
- Dry flocculant (polymer) feed system (manual - hootenanny batching & ppm feed)
- Insulated and environmentally controlled container housing controls, polymer system, and lab sink
- PLC with HMI
- Typical Connections (150 lb. Flange or Camlock)
 - Raw Water Inlet.....8 - 10" at 25 psig
 - Service (potable) Water Inlet.... .Various
 - Clarified Water Outlet.....14" at 9' head
 - Sludge Outlet.....3" at 9' head
- Power Requirement: 480/3/60 up to 80 - 100 AMP breaker
- Weight (approx): 45,000 lbs. dry / 135,000 lbs. Wet





BLOCK FLOW DIAGRAM (BFD)

TBD



RENTAL SERVICES

Rental Equipment

- Qty (1), Actiflo® Turbo Clarifier Trailer, ACP2-40M
 - Including monthly onsite service visit

Mobilization/Demobilization

- Project Preparation & Return Inspection

Commissioning/Decommissioning

- Onsite Allowance Actiflo
 - Commissioning - up to 6 weekdays, up to 8 hrs onsite each day (up to 2 trips)
 - O/T not included if work, travel, or layover falls during Holidays.
 - Decommissioning - up to 3 weekdays, up to 8 hrs onsite each day (up to 1 trip)
- Set-up; Supervision & Technical Assistance with
 - Placement and leveling of mobile
 - Mechanical and electrical connections
 - Stairs to Actiflo CONEX
 - Non-caged ladder to Actiflo top deck and top deck railing
 - Movement and placement of ship loose items
 - Hydrocyclones & overflow vents
 - Inlet spool piece; flow meter, automatic valve
 - Filling tanks with service water and verification of motors and instrumentation
 - Loading of micro-sand
- Start-up & Commissioning
 - Training to customer personnel of operations, controls, and log sheet documentation
 - Initial operations assistance & optimization (based on budget allowance)
- Clean up; Supervision & Technical Assistance with
 - Removal of liquids, solids, chemicals, media, and other materials associated with the mobile (vac truck services by the site.)
 - General tank cleaning as necessary to restore to an as received condition (may require cleaning chemicals, circulation, and/or pressure washing)
 - Final wash down of mobile (pressure washing (if applicable) by the site)
- Pack up; Supervision & Technical Assistance with
 - Movement and placement of ship loose items
 - Mechanical and electrical connections

Notes: It is the responsibility of the site to offload, set in place, and hook up the mechanical and electrical connections before arrival of our service personnel. Onsite activities beyond budget allowance are available on a T&M structure proposed. At the end of the project it is the responsibility of the site to clean to the condition received and load equipment onto hauler.



MOTOR LIST

- 480/60/3 (approximate)
 - 1.5 - 2.0 HP Coagulant Tank Mixer Motor
 - 2.0 HP Maturation Tank Mixer Motor
 - 0.5 HP Scraper Motor
 - 5 HP Sand Pump A
 - 5 HP Sand Pump B
 - 0.5 - 1.0 HP Diluted Polymer Transfer Pump
 - 18 - 20 kW water heater (polymer makedown and sink)
- 120/60/1 (approximate)
 - 1.0 HP Polymer Tank A Mixer Motor
 - 1.0 HP Polymer Tank B Mixer Motor
- Plus a step down transformer to lights, controls, and air conditioning



SERVICE CHARGES

PROPOSAL	Qty	Unit Price	Total
Freight <ul style="list-style-type: none"> ACTIFLO trailer inbound (2100 miles) <ul style="list-style-type: none"> Estimated \$9000 cost ACTIFLO trailer return (775 miles) <ul style="list-style-type: none"> Estimated \$4000 cost 	2 legs	Cost plus 20%	TBD \$15,600 estimate
Mobilization/Demobilization <ul style="list-style-type: none"> Plus specified onsite allowance for commissioning / decommission 	1	\$39,459 (one time)	\$39,459
Rental Equipment <ul style="list-style-type: none"> Qty (1), Actiflo® Turbo Clarifier Trailer, including monthly onsite service visit 	4 minimum	\$43,940 / 4 week cycle	\$175,760
Field Service Technician (FST) <ul style="list-style-type: none"> Station one FST in the area for 4 weeks with up to 40 hours per week (onsite + hotel travel). Travel and living cost rolled up into this bundle. (O/T applies if extra time is needed) (after commission allowance is completed) 	1 minimum	\$44,950	\$44,950
Hydrex chemical program <ul style="list-style-type: none"> estimated at \$223 - \$545 / million gallons of trailer effluent. Range is due to the anticipated variations in influent water quality. After being provided a representative sample to perform ballasted jar testing, we will update the estimated range, and provide \$/lb pricing for the specific products selected. 	1.4 MGD x 100 days = 140 M GL	\$545 / M GL (using high end of the range)	\$76,300 (estimate)
Security Deposit / Damage Deposit (Refundable)	1	\$43,940	\$43,940
Total		Estimated + firm	\$396,009

Field Service Technician <ul style="list-style-type: none"> Rate applies to onsite and travel, plus actual travel & living expenses at cost +20% (with meals per diem) 	As needed	\$170 straight time and O/T per policy	As needed
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Electrical & Controls Technician <ul style="list-style-type: none"> Rate applies to onsite and travel, plus actual travel & living expenses at cost +20% (with meals per diem) 	As needed	\$225 / hr straight time and O/T per policy	As needed
Hydrex™ 9632/9622/9609 Microsand <ul style="list-style-type: none"> 50 lb bags / 2000 lbs per pallet 	4000 lbs minimum	\$0.44 / lb	As needed
Hydrex™ ____ Coagulant <ul style="list-style-type: none"> ____ lb totes 	4 tote minimum	\$TBD / lb	As needed
Hydrex™ ____ Dry / Powder Flocculant <ul style="list-style-type: none"> 55 lb bags 	660 lbs minimum	\$TBD / lb	As needed

The rental does not include freight, consumables, operations, and other items and services listed as by the site and/or priced separately.

- VEOLIA will need to have receipt of the following to secure assets and begin project execution:
 - Fully funded PO(s)
 - Co-signed VEOLIA Mobile Services Agreement
 - Security deposit equal to 1 billing cycle
 - Mobilization/Demobilization
- 1st billing cycle rent will be invoiced at PO acceptance
- Rental period includes transit time
- Hydrex™ and consumables will be billed at shipment.
- Standard shipment included for Hydrex chemicals if minimums ordered. Current delivery of micro-sand and coagulant is 2 weeks, flocculants are 4 weeks. Expedited processing or expedited shipment at cost plus 20%.
- Currently, a first fill and first fills only of H-9622 and dry flocculant can ship out within 2 - 3 business days after PO.
- All invoices will be net 30 days
- All prices are in US dollars
- Unless specifically quoted / included, freight will be billed at cost plus 20%
- Additional onsite beyond above is available per the Veolia Field Services Policy
- Renewal price increases based upon BLS all items less food and energy.
- Prices based upon contracting directly with Veolia Water Technologies, Inc and its mobile water services agreement as the governing T&Cs.
- A hold fee of 50% of rent will begin if shipment has not occurred within 5 days of PO.
- Additional items not included in the scope described may be offered as a cost plus 25% (such as ancillary equipment; rental frac tanks and transfer pumps).
- Above pricing is reflective of the minimum take or pay term listed; shorter durations are available at a premium. Rental cycles are not prorated.
- Acceptable PO for onsite services received a minimum of 10 business days prior to the requested travel date. Schedule changes within 10 business days subject to an 8 hour fee.
- Invoices for onsite activity will be generated at the end of each weekly Monday - Sunday period.



CLARIFICATIONS

1. No RFP documents or specifications were communicated to Veolia.
2. A performance warranty will only be offered if Veolia chemicals are purchased and Veolia MWS is hired to supervise operations.
3. The site will be responsible for operating mobiles as recommended by VEOLIA.
4. VEOLIA recommends a bypass line on the ACTIFLO effluent to facilitate system startup(s) (if needed).
5. Approximately 1 times per quarter, Veolia recommends a partial drain down the settling tank, visually watching the scraper revolution (viewing from the grating), and low pressure wash down of the lamella pack. This will require approximately 1 - 2 hours of downtime.
6. Overall available uptime is approximately 96% or better.
7. It will be the responsibility of the site to obtain any applicable permits and operator licenses. VEOLIA personnel are not licensed water or wastewater plant operators
8. Effluent and wastewater streams need to gravity flow to a lower sump / tank by the site with air breaks.
9. Site specific safety training can be added under the T&M rates.
10. Each sand circuit wastes 60 - 75 GPM and there are two per trailer. During average flow, one circuit is sufficient, above that, both may need to run.
11. The set up of items with the Veolia footprint will take 2 - 3 days and another 2 - 3 days of startup & commissioning (once site has connected to our mechanical and electrical tie points). The cleanup and teardown will take 3 days. This does not account for ancillary equipment and interconnects by the site.



CUSTOMER'S OBLIGATIONS

1. Control and feed for pH, bleach, and/or coagulant (as needed)
2. Static mixer and/or injection quills for coagulant (as needed)
3. Sludge handling, sludge dewatering, and disposal
4. Utilities such as electricity, service / potable water, heating
5. Consumables
6. Tie point connections to mobile and/or ship loose equipment and
7. Interconnecting piping and electrical between mobiles, and satellite equipment
8. PLC modifications or customization
9. Analytical or laboratory testing
10. Pumps and collection tanks for feedwater, clarified water, or waste stream forwarding
11. Freeze protection (if needed); insulation and heat tracing of interconnecting hoses/piping. Any additional weatherproof / heated enclosures of mobiles.
12. All construction work associated with installation. This includes, but is not limited to civil, structural, foundation, buildings, mechanical, and electrical, site preparation, roadways, final grading / landscaping, disposal of excavated materials, rigging, scaffolding, stairs, tow motor, forklift, ancillary power generation, and plant air supply
13. Suitable site to set up the equipment. The site needs to be level and able to support the weight of the mobile plants and any other equipment necessary for their operation or maintenance
14. Safety showers, eyewash stations and water for such
15. Disposal of the remaining volumes of sand, chemicals, and sludge at demobilization (return is not available for unused products). General tank cleaning as necessary to restore to an as received condition (may require cleaning chemicals, circulation, and/or pressure washing)
16. Ensure the proper chemical storage, containment, safety and temperature control of onsite chemicals and consumables
17. Sales taxes, goods and service tax, duties, tariffs, import/export fees/duties and freight
18. Inlet strainer if necessary to prevent particles ¼" and larger from entering system
19. Replacement spare parts outside of "normal wear and tear"
20. Air (for AOD pumps if applicable)
21. Supply of fork truck, ~~crane~~, and/or tow motors to offload/setup and reload equipment and move around consumables. A 10,000 rated Lull or JLG is sufficient to move and lift totes and pallets of chemicals, lift up on the nose of the trailer if re-leveling is needed, and other items of lesser weight. For the current scope of work, a crane is not needed. Control room container and clarifier remain on the flatbed trailer for service.
22. Containment (spill) mats for equipment and chemical feed as required by site
23. Relocation / re-mobilization of equipment within facility
24. Portable toilets
25. **Stairs to ACTIFLO top deck**
26. Check valves to from trailer where needed (applicable on inlet and service water feed to mobile)

We are open to discuss which items are not yet budgeted.



FIELD SERVICE POLICY

The hourly rates listed in the document are straight-time and apply to all Veolia Water Technologies personnel. The straight-time rates apply to work performed for a standard 8-hour work day between the hours of 7 AM and 7 PM local time and during a normal work week. Travel time is considered work. Work performed over 8 hours shall be billed hourly at 1.5 times the straight time rate. Work performed on a Saturday shall be billed at 1.5 times the straight daily rate. Work performed on a Sunday or a Veolia Water Technologies' designated holiday shall be billed at two (2) times the straight daily rate. Performance of overtime work shall be at the sole discretion of Veolia Water Technologies and the Field Services Representative.

If through no fault of Veolia Water Technologies, the Customer removes the Veolia Water Technologies employee from the jobsite before working 8 hours in a day; a full eight hours will be charged.

The rates quoted are current as of the date of this proposal and are subject to change without notice. Except in cases where Field Services have been quoted in this proposal, all field services provided will be invoiced at the rates in effect when the services are performed.

The Customer is billed for all travel expenses, living expenses, and travel time as listed in the proposal..

Where a set amount of time, travel, and living expenses for field service has been quoted in the proposal, if additional time beyond the quoted amount of time is required due to no fault or delay by Veolia Water Technologies, then the customer shall be billed for the additional service time, travel, and living expenses.

All Mobile Water Treatment Equipment must be completely installed per the written instructions (pre-commission checklist) to be provided by Veolia Water Technologies and ready for start-up and commissioning before the scheduled arrival of the Field Services Representative. If upon arrival, the Field Services Representative determines that the Mobile Water Treatment Equipment is not ready for start-up and commissioning, then the Customer will be billed for the on-site time, travel time, travel and living expenses and the service work will have to be rescheduled through the Start-Up/Commissioning Service Manager.

The Field Services Representative will be equipped with the following PPE - hard hat, safety glasses, and safety shoes/boots. Any additional safety equipment required for work on site shall be provided by the customer to the Field Representative at no charge. Mandatory, site-specific safety training of the Field Services Representative shall be billed to the customer at the service rates. The Field Services Representative has the right to refuse to work under any conditions or in any environment that the Field Services Representative deems to be unsafe. The Services Field Representative will be supplied with their own standard hand tools. Heavy machinery, where required, is to be provided by the customer at no charge.

Veolia Water Technologies is a non-union company and its field services personnel will be non-union. These personnel must be allowed to perform minor, incidental tasks that would otherwise be performed by trades (electricians, millwrights, pipe fitters, etc.). Delays due to adherence to union work rules on site, beyond the set amount of time quoted, where applicable, may result in a price adjustment.



MISCELLANEOUS

Warranty - Veolia warrants that the treated water furnished hereunder shall meet the specifications set forth herein; provided that customer supplies feedwater meeting the specifications set forth in the Proposal and meets other its obligations under this Proposal. Veolia makes no other warranties, express or implied, including without limitation, the warranties of merchantability or fitness for purpose intended. Any Treated Water not meeting these specifications shall, at Veolia's option and as Customer's sole and exclusive remedy for breach of the foregoing warranty, be replaced or reprocessed at no additional cost to Customer, except to the extent such failure is caused or contributed to by the acts or omissions of Customer.

Liability - Except in case of gross negligence or wilful misconduct, either party shall in no event be held liable to the other for loss of profits, loss of revenues, loss of opportunities, loss of use, loss of production, loss of contracts, and for any and all special, indirect, punitive or consequential damages, indemnification, whatsoever arising out of the performance or failure to perform any of its respective obligations u, regardless of whether any such claim arises out of breach of contract, warranty, tort (including negligence), product liability or any other legal theory. The total aggregate liability of Veolia to the customer under or in connection with its proposal shall not exceed the value paid by the customer within the last 12 months for the rental services.

Confidential information and Intellectual/Industrial property - Veolia and the Customer agree that Confidential Information; may only be used by Veolia for the purpose of performing the Scope of Supply; must be kept confidential by both parties; may be disclosed only to those persons who have a need to know; and any Confidential Information supplied by one Party to another party must be returned to the Party making the request. The Confidential information shall survive the term for a 10 years period in aggregate. All Intellectual/Industrial Property created, disclosed, or used by Veolia in performing the Scope of Supply remains the property of Veolia. For avoidance of doubt, this agreement shall not provide for, nor be construed as providing for, any implied transfer to the Customer of any Intellectual or Industrial property rights relating to the Scope of Supply, including without limitation know-how, patent or copyright, regardless of whether or not these creations are protected by Industrial and Intellectual property rights.

Ownership/ Risk - The Equipment shall at all times remain the property of Veolia, and the Customer shall have no right, title or interest in or to the Equipment The Mobile Equipment shall remain at the sole risk of the Customer who shall take out and maintain the required insurance during the Rental Period and any further term during which the Equipment is in the possession, inclusive of all risk" casualty and property insurance coverage Veolia for the full value of the Equipment. Customer further waives and shall cause its insurance carriers to waiver all rights of subrogation against Veolia.

END OF DOCUMENT



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

Meeting Date: October 16, 2024

Date Submitted: 10/3/24

Department: Executive

Item/Topic: Consideration to approve the restructuring of the Executive Department Organizational Chart by adding a Mayor Liaison/Public Information Officer (PIO) position. As per the Municipal City Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

Fiscal Impact: \$65,000.00 (estimate) for the remainder of the fiscal year.

Attachments: City of Las Vegas Proposed Organizational Chart for the Executive 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:

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 _____



EXECUTIVE

Legislative:
Mayor
Councilors
Ward 1
Ward 2
Ward 3
Ward 4

City Manager

**Executive Office
Manager**

Safety Officer

Administrative Assistant I



EXECUTIVE

Legislative:
Mayor
Councilors
Ward 1
Ward 2
Ward 3
Ward 4

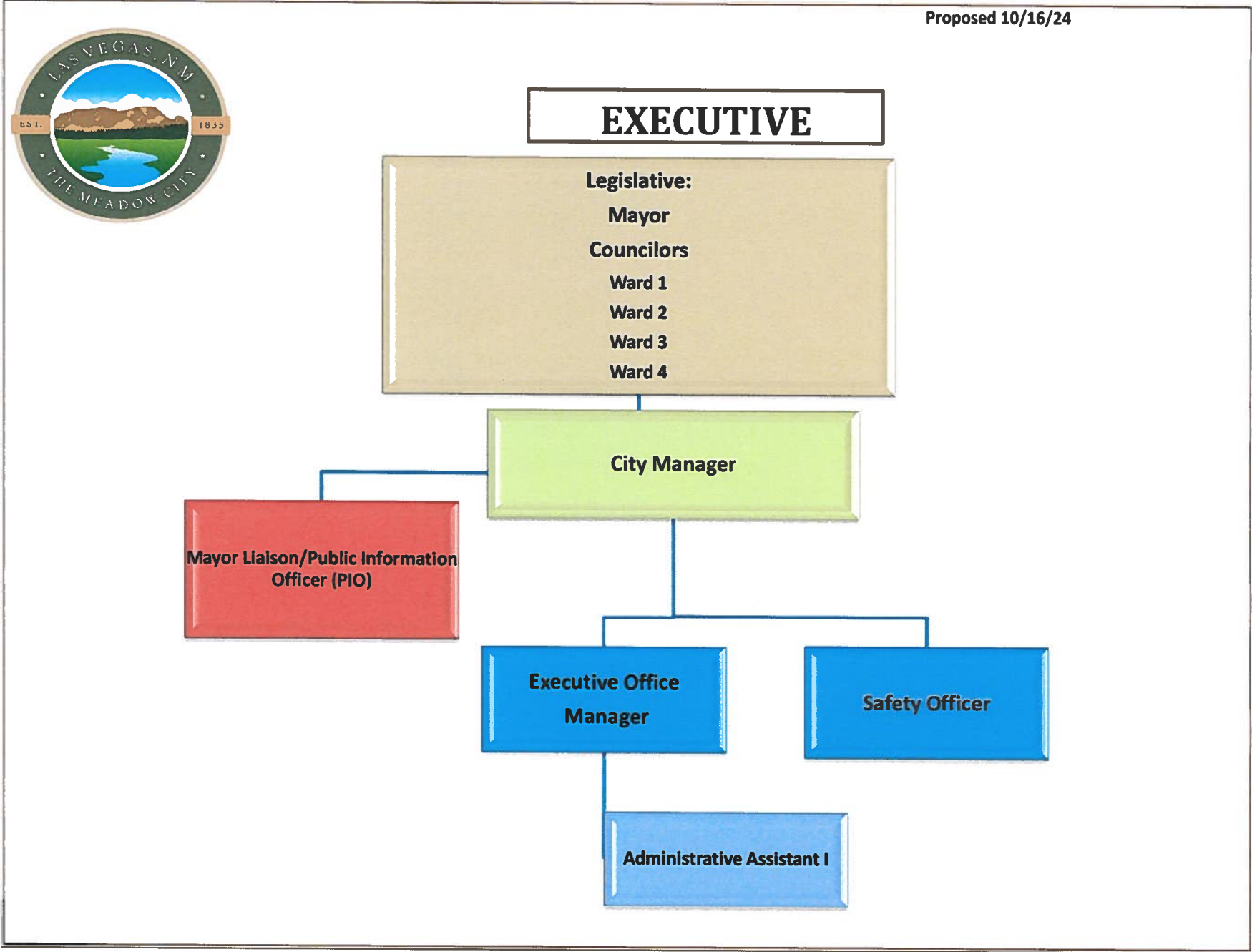
City Manager

**Mayor Liaison/Public Information
Officer (PIO)**

**Executive Office
Manager**

Safety Officer

Administrative Assistant I





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

Meeting Date: October 16, 2024

Date Submitted: 10/10/24

Department: Executive

Item/Topic: Approval of censure of City Council member Michael Montoya.

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:



Councilor Barbara Casey

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: October 16, 2024

Date Submitted: 10/8/2024

Department: Executive

Item/Topic: Request removal of Mr. Arturo Padilla as Parks and Recreation Director.

As per Municipal Charter, Article V, Section 5.07 Departments. Department Director are at-will employees who may be placed administrative leave or removed by the City Manager, subject to a majority vote by the Governing Body. The majority vote by the Governing Body of whether or not to remove a department director shall be recognized and implemented by the City Manager, with said vote constituting a final and conclusive determination regarding the matter.

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:

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 _____