



CITY OF LAS VEGAS

1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX 505-425-7335

ALFONSO E. ORTIZ, JR.

Mayor

**CITY OF LAS VEGAS
SPECIAL CITY COUNCIL AGENDA
July 29, 2015–Wednesday– 10:00 a.m.
City Council Chambers
1700 N. Grand Ave**

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

V. APPROVAL OF AGENDA

VI. PUBLIC INPUT (not to exceed 3 minutes per person)

VII. FINANCE REPORT

VIII. BUSINESS ITEMS

1. Approval/Disapproval of Resolution 15-28 to adopt the final Budget Adjustment Request for submission to DFA Local Government Division, the City's oversight agency.

Ann Marie Gallegos, Finance Director The City of Las Vegas is in need of increasing or decreasing the FY 2015 budgeted revenues or expenditures, transfers in or transfers out within various funds.

2. Approval/Disapproval of Resolution 15-29 to adopt the Final 2014-2015 Quarterly Report for submission to DFA Local Government Division, the City's oversight agency.

Ann Marie Gallegos, Finance Director The City of Las Vegas is required to submit the 2015 Final Quarterly Report no later than July 31, 2015.

3. Approval/Disapproval of Resolution 15-30 to adopt the Final 2015-2016 Budget for submission to DFA Local Government Division, the City's oversight agency.

Ann Marie Gallegos, Finance Director The City of Las Vegas is required to develop, approve and adopt a Final Budget for submission to DFA Local Government by July 31, 2015.

4. Approval/Disapproval to enter into agreement with MainStreet de Las Vegas, A new Mexico non-profit corporation, for the period of July 1, 2015 thru June 30 2016.

Lindsey Valdez, Community Development Director MainStreet de Las Vegas is a non-profit corporation, incorporated on September 28, 2005 whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts which consist of three districts listed on the National and Local Register of Historic Places: Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District.

5. Approval/Disapproval to enter into agreement with the Las Vegas/San Miguel Chamber of Commerce, a New Mexico non-profit corporation, for the period of July 1, 2015 thru June 30, 2016.

Lindsey Valdez, Community Development Director The Las Vegas/San Miguel Chamber of Commerce works collaboratively to support economic development, encourages and welcomes new business, and supports and promotes existing businesses. The Chamber is currently in the process of reorganizing to expand their services to business owners, residents and visitors.

6. Approval/Disapproval to enter into agreement with the Las Vegas/San Miguel Economic Development, Inc., a New Mexico non-profit corporation, for the period of July 1, 2015, thru June 30, 2016.

Lindsey Valdez, Community Development Director The Las Vegas/San Miguel Economic Development, Inc. (EDC) is designated as the advisory body for economic development, working in partnership with the City as provided in Chapter 33 Economic Development Plan of the City of Las Vegas Code, formally Ordinance No. 01-19 adopted by the governing body of the City of Las Vegas on 1/9/02. The EDC promotes Las Vegas as a desirable place to do

business, produce goods and services, educate our citizens and enjoy the quality of life Las Vegas offers.

7. Approval/Disapproval of Resolution #15-32, supporting the New Mexico Department of Transportation Municipal Cooperative Agreement/COOP-SP-4-16(906) for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehab, Drainage Improvements and Miscellaneous Construction to various entity Streets along South Pacific Street.

Martin Gonzales, Public Works Director As part of the cooperative agreement submittal criteria for the NMDOT COOP, it is required that a Resolution of Support from the local Governing Body assuring matching funding availability accompany cooperative agreement. In complying with this criteria, staff is requesting Resolution 15-32 be approved. Budgetary provisions will be made in the Public Works budget during the 2015/16 fiscal cycle.

IX. EXECUTIVE SESSION

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

- A. **Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. **Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- C. **Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

X. ADJOURN

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

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers, you consent to photography, audio recording, video recording and

its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

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

GENERAL FUND REVENUE COMPARISON
THRU JUNE 30, 2015 -1002% OF YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2015

	<u>Total Budget to Actual Comparison</u>					G (E/B) FY 2015 % REV
	A	B	C	D	E	
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 YTD - ACTUAL	FY 2015 YTD - ACTUAL	
PROPERTY TAX	1,273,369	1,350,000	1,350,000	1,400,458	1,391,886	103%
GROSS RECEIPT TAX 1.225	3,525,000	3,550,000	3,550,000	3,637,191	3,372,528	95%
FRANCHISE TAX	800,000	800,000	800,000	824,764	845,587	106%
GROSS RECEIPT TAX .75	2,350,000	2,585,000	2,585,000	2,626,837	2,219,100	86%
1/8 INFRASTRUCTURE	340,000	350,000	350,000	366,007	337,769	97%
GRT .25 (JAN 2011)	670,000	680,000	680,000	722,647	664,189	98%
LICENSE & FEES	64,000	63,000	63,000	74,942	59,636	95%
INTERGOVERNMENTAL	65,000	65,000	65,000	59,284	71,506	110%
LOCAL-FINES	97,500	87,400	87,400	78,402	71,177	81%
LOCAL-MISC	1,646,080	1,657,930	1,657,930	1,730,613	1,699,180	102%
TOTAL	10,830,949	11,188,330	11,188,330	11,521,145	10,732,558	96%

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

GENERAL FUND EXPENDITURE COMPARISON
THRU JUNE 30, 2015 -1002% OF YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2015

	<u>Total Budget to Actual Comparison</u>						H (E/B) % BDGT
	A	B	C	D	E	F	
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 YTD - ACTUAL	FY 2015 YTD - ACTUAL	FY 2015 AVAIL. BAL.	
JUDICIAL	271,496	281,456	281,456	263,071	288,156	(6,700)	102%
EXECUTIVE	469,235	479,970	479,970	469,235	440,030	39,940	92%
ADMINISTRATION	258,329	253,986	253,986	217,378	210,082	43,904	83%
CITY ATTORNEY	205,319	206,938	206,938	205,319	214,297	(7,359)	104%
PERSONNEL/HR	257,303	253,741	253,741	240,176	258,657	(4,916)	102%
FINANCE	527,996	572,076	572,076	494,880	541,037	31,039	95%
COMMUNITY DEV.	583,040	466,064	466,064	545,116	435,919	30,145	94%
POLICE	3,872,014	4,072,107	4,072,107	3,671,476	3,562,200	509,907	87%
CODE ENFORCEMENT	188,647	167,755	167,755	157,926	129,052	38,703	77%
ANIMAL SHELTER	141,070	129,000	129,000	130,138	133,687	(4,687)	104%
FIRE	1,297,793	1,320,485	1,320,485	1,124,984	1,162,726	157,759	88%
PUBLIC WORKS/PARKS	674,812	705,474	705,474	649,274	579,481	125,993	82%
PARKS	222,394	0	0	222,394	0	0	0%
AIRPORT	0	120,476	120,476	0	84,281	36,195	70%
LIBRARY	203,023	198,041	198,041	200,858	189,396	8,645	96%
MUSEUM	123,937	183,146	183,146	108,928	135,221	47,925	74%
GENERAL SERVICES	1,768,760	2,509,609	2,509,609	1,677,593	2,013,579	496,030	80%
SALARY CONTINGENCY	88,000	80,000	80,000	53,562	0	80,000	0%
TRANSFERS	0	355,128	355,128	0	355,128	0	100%
TOTAL	11,153,168	12,355,452	12,355,452	10,432,308	10,732,929	1,622,523	87%

**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU JUNE 30, 2015 -100% OF YEAR LAPSED 12 OF 12 MONTHS
FISCAL YEAR 2015**

	A	B	C	D	E	G
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 ACTUAL	FY 2015 YTD - ACTUAL	(E/B) % REV
WELLNESS CENTER	115,000	115,000	115,000	108,473	91,337	79%
OPEN SWIM	20,000	10,000	10,000	13,275	504	5%
YAFL	10,000	8,000	8,000	6,974	4,472	56%
YABL	16,000	18,000	18,000	20,172	21,284	118%
SUMMER FUN PROGRAM	30,000	30,000	30,000	19,907	20,092	67%
RECREATION-OTHER	37,300	45,300	45,300	40,322	52,227	115%
GEN FUND TRANSFER	450,000	450,000	450,000	450,000	454,091	101%
TOTAL	678,300	676,300	676,300	659,123	644,007	95%

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU JUNE 30, 2015 -100% OF YEAR LAPSED 12 OF 12 MONTHS**

	A	B	C	D	E	F	H
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 ACTUAL	FY 2015 YTD - ACTUAL	FY 2015 AVAIL. BAL.	(E/B) % BDGT
EMPLOYEE EXP.	659,847	681,723	681,723	525,338	523,871	157,852	77%
YAFL	4,000	2,500	2,500	3,791	2,033	467	81%
YABL	4,000	5,850	5,850	2,853	5,765	85	99%
OTHER OPERATING EXP.	94,199	85,750	85,750	63,826	72,631	13,119	85%
CAPITAL OUTLAY	5,901	4,500	4,500	5,129	1,418	3,082	32%
TOTAL	767,947	780,323	780,323	600,937	605,718	174,605	78%

**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU JUNE 30, 2015 -100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2015**

	<u>Total Budget to Actual Comparison</u>					G (E/B) % BUDGET
	A	B	C	D	E	
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 YTD - ACTUAL	FY 2015 YTD - ACTUAL	
WASTE WATER (610)	3,125,000	2,761,000	2,761,000	2,635,469	2,746,113	99%
NATURAL GAS (620)	5,121,000	5,522,000	5,522,000	5,694,027	5,466,778	99%
SOLID WASTE (630)	3,270,050	3,133,500	3,133,500	3,167,292	3,102,767	99%
WATER (640)	4,527,131	4,602,850	4,602,850	4,633,602	4,631,871	101%
Total of Enterprise Funds	16,043,181	16,019,350	16,019,350	16,130,390	15,947,529	100%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU JUNE 30, 2015 -100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2015**

	<u>Budget to</u>						H (E/B) % BUDGET
	A	B	C	D	E	F	
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 ACTUAL	FY 2015 YTD - ACTUAL	FY 2015 AVAIL. BAL.	
WASTE WATER(610)	3,309,206	2,761,000	2,761,000	2,624,480	2,627,866	133,134	95%
NATURAL GAS (620)	5,876,448	5,522,000	5,522,000	4,312,178	5,251,844	270,156	95%
SOLID WASTE (630)	3,401,769	3,091,854	3,091,854	2,529,004	2,802,509	289,345	91%
WATER (640)	3,755,816	4,941,528	4,941,528	3,075,750	4,506,829	434,699	91%
Total of Enterprise Funds	16,343,239	16,316,382	16,316,382	12,541,412	15,189,048	1,127,334	93%

**HOUSING DEPARTMENT-REVENUE COMPARISON
THRUJUNE 30, 2015-100% OF YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2015**

	A	B	C	D	E	G (E/B)
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 YTD - ACTUAL	FY 2015 YTD - ACTUAL	% REV
DWELLING RENT	378,000	390,000	390,000	406,726	431,076	111%
OPERATING SUBSIDY	757,254	624,600	624,600	631,260	644,980	103%
HOUSING-OTHER INCOME	59,522	8,300	8,300	8,013	15,458	186%
TRANSFERS IN (CFP FUNDS)	63,431	263,009	263,009	62,855	263,009	100%
TOTAL	1,258,207	1,285,909	1,285,909	1,108,854	1,354,523	105%

(Other income includes: interest, late fee charges and unit repair materials)

**HOUSING DEPARTMENT- EXPENDITURE COMPARISON
THRUJUNE 30, 2015-100% OF YEAR LAPSED (12 of 12 months)**

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 ACTUAL	FY 2015 YTD - ACTUAL	FY 2015 AVAIL. BAL.	
EMPLOYEE EXP.	631,054	666,676	666,676	533,316	641,113	25,563	96%
OPERATING EXP.	540,881	619,233	619,233	418,040	672,478	(53,245)	109%
TOTAL	1,171,935	1,285,909	1,285,909	951,356	1,313,591	(27,682)	102%

SPECIAL
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/15/2015 DEPT: FINANCE MEETING DATE: 07/29/2015

DISCUSSION ITEM/TOPIC:

Resolution #15-28 FINAL FISCAL YEAR 2014-2015 BUDGET ADJUSTMENT REQUEST

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of Resolution #15-28 to adopt the final Budget Adjustment Request for submission to DFA Local Government Division the City's oversight agency.

BACKGROUND/RATIONALE:

The City of Las Vegas is in need of increasing or decreasing the FY 2015 Budgeted revenues and/or expenditures, transfers in or out within various funds. Attached DFA BAR request shows the fund breakdown.

STAFF RECOMMEDATION:

Recommend approval of Budget Adjustment Resolution #15-28.

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER


SUBMITTER'S SIGNATURE

ANN M. GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION 15-28
FISCAL YEAR 2014-2015 BUDGET ADJUSTMENT REQUEST

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a final budget adjustment request for fiscal year 2014- 2015; and

WHEREAS, said budget adjustment request was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

WHEREAS, the City of Las Vegas is in need of making final adjustments in the 2014- 2015 fiscal year budget;

WHEREAS, it is the majority opinion of this governing body that the final budget adjustment request is approved and meets the requirements as currently determined for fiscal year 2014- 2015;

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

RESOLVED: In session that 29th day of July 2015.

Alfonso E. Ortiz, Jr. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero, City Attorney

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION #15-29

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2014-2015; and

WHEREAS, the final quarterly report has been reviewed and approved to ensure the accuracy of the beginning balances used on the FY 2014-2015 budget; and

WHEREAS, it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for fiscal year 2014-2015.

NOW THEREFORE, BE IT HEREBY RESOLVED that the governing body of the City of Las Vegas, State of New Mexico hereby approves the final quarterly report for FY 2014-2015 hereinafter described as Attachment and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved: In the Special Council Meeting this 29th day of July, 2015.

Alfonso E. Ortiz, Jr. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero, City Attorney

SPECIAL
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/15/2015

DEPT: Finance

MEETING DATE: 07/29/2015

ITEM/TOPIC: Resolution 15-29 2014- 2015 Final Quarter Financial Report

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution **#15-29** to adopt the Final 2014-2015 Quarterly Report for submission to DFA Local Government Division the City's oversight agency.

BACKGROUND/RATIONALE: The City of Las Vegas is required to submit the 2015 Final Quarterly Report no later than July 31, 2015.

STAFF RECOMMENDATION: Approval of Resolution **#15-29**.

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

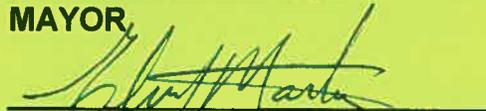


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN M. GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION #15-29

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2014-2015; and

WHEREAS, the final quarterly report has been reviewed and approved to ensure the accuracy of the beginning balances used on the FY 2014-2015 budget; and

WHEREAS, it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for fiscal year 2014-2015.

NOW THEREFORE, BE IT HEREBY RESOLVED that the governing body of the City of Las Vegas, State of New Mexico hereby approves the final quarterly report for FY 2014-2015 hereinafter described as Attachment and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved: In the Special Council Meeting this 29th day of July, 2015.

Alfonso E. Ortiz, Jr. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero, City Attorney

MUNICIPALITY:
 City of Las Vegas
 Period Ending: 6/30/15

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

I HEREBY CERTIFY THAT THE CONTENTS IN THIS REPORT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS REPORT DEPICTS ALL FUNDS.

SUBMIT TO LOCAL GOVERNMENT DIVISION NO LATER THAN 30 DAYS
 AFTER THE CLOSE OF EACH QUARTER.

Prepared By: ANN MARIE GALL

Fund #	FUND NAME	BEGINNING CASH BALANCE CURRENT FY (1)	YEAR-TO-DATE TRANSACTIONS				QTR ENDING CASH BALANCE (1)+(2)-(3)+(4)+(5) (6)	INVESTMENTS (7)	CASH + INVESTMENTS (8)	REQUIRED RESERVES (9)	AVAILABLE CASH (8) - (9)
			REVENUES TO DATE (2)	TRANSFERS TO DATE (3)	EXPENDITURES TO DATE (4)	ADJUSTMENTS (5)					
101	GENERAL FUND (GF)	\$1,615,050	10,732,731	(355,128)	10,378,448	872,431.40	\$2,486,636	0	\$2,486,636	864,871	\$1,621,766
201	CORRECTION	\$4,517	41,966	0	36,720	467	\$10,230	0	\$10,230		\$10,230
202	ENVIRONMENTAL GRT	\$0	0	0	0	0	\$0	0	\$0		\$0
206	EMS	\$109	32,486	0	23,578	0	\$9,017	0	\$9,017		\$9,017
207	ENHANCED 911	\$0	5,807	0	5,481	0	\$326	0	\$326		\$326
209	FIRE PROTECTION FUND	\$54,600	219,253	(34,065)	212,373	0	\$27,415	0	\$27,415		\$27,415
211	LEPF	\$4,516	39,800	(25,794)	9,671	65	\$8,915	0	\$8,915		\$8,915
214	LODGERS' TAX	\$201,585	284,868	(69,349)	128,189	0	\$288,915	0	\$288,915		\$288,915
216	MUNICIPAL STREET	\$310,207	935,536	(238,788)	849,028	(0)	\$157,926	0	\$157,926		\$157,926
217	RECREATION	\$19,378	194,007	450,000	605,718	0	\$57,667	0	\$57,667		\$57,667
218	INTERGOVERNMENTAL GRANTS	\$78,794	147,498	(84,908)	179,622	29,963	(\$8,274)	0	(\$8,274)		(\$8,274)
219	SENIOR CITIZEN	(\$103,837)	591,803	0	699,189	177,646	(\$33,577)	0	(\$33,577)		(\$33,577)
223	DWI PROGRAM	\$0	0	0	0	0	\$0	0	\$0		\$0
299	OTHER	\$434,943	308,762	3,938	430,401	96,842	\$414,084	0	\$414,084		\$414,084
300	CAPITAL PROJECT FUNDS	\$583,288	1,991,438	(2,756)	1,934,077	209,032	\$846,924	0	\$846,924		\$846,924
401	G. O. BONDS	\$0	0	0	0	0	\$0	0	\$0		\$0
402	REVENUE BONDS	\$1,406,413	352,761	273,658	549,588	(626,716)	\$856,529	0	\$856,529		\$856,529
403	DEBT SERVICE OTHER	\$830,787	7,130	935,432	883,159	358,540	\$1,248,730	0	\$1,248,730		\$1,248,730
500	ENTERPRISE FUNDS										
	Water Fund	\$3,862,479	7,816,136	(807,865)	6,584,412	(152,233)	\$4,134,105	0	\$4,134,105		\$4,134,105
	Solid Waste	\$2,634,163	3,344,543	(789,880)	2,616,697	(1,158,196)	\$1,413,934	0	\$1,413,934		\$1,413,934
	Waste Water	\$2,142,564	2,757,166	(359,059)	2,233,249	1,555	\$2,308,977	0	\$2,308,977		\$2,308,977
	Airport	\$0	0	0	0	0	\$0	0	\$0		\$0
	Ambulance	\$0	0	0	0	0	\$0	0	\$0		\$0
	Cemetery	\$0	0	0	0	0	\$0	0	\$0		\$0
	Housing	\$449,817	2,029,922	0	2,461,875	33,677	\$51,541	0	\$51,541		\$51,541
	Parking	\$0	0	0	0	0	\$0	0	\$0		\$0
	Other Enterprise-Gas	\$4,101,434	5,728,193	(469,263)	4,661,059	70,733	\$4,770,037	0	\$4,770,037		\$4,770,037
	Transportation 231 & 235	\$85,282	129,544	190,058	247,172	19,407	\$177,119	0	\$177,119		\$177,119
	Other Enterprise (enter fund	\$0	0	0	0	0	\$0	0	\$0		\$0
	Other Enterprise (enter fund	\$0	0	0	0	0	\$0	0	\$0		\$0
600	INTERNAL SERVICE FUNDS	\$1,020,007	5,354	1,383,769	1,137,848	(299)	\$1,270,983	0	\$1,270,983		\$1,270,983
700	TRUST AND AGENCY FUNDS	\$35,128	19,500	0	20,000	5,264	\$39,892	0	\$39,892		\$39,892
GRAND TOTAL		\$19,771,224	\$37,716,205	(\$0)	\$36,887,556	(\$61,821)	\$20,538,053	\$0	\$20,538,053	\$864,871	\$19,673,182

FORM MODIFIED 12/09/08

LAST UPDATE: 7/23/15 4:25 PM

COMMENTS:

Data Entry & Linked Cells

All year-to-date transactions (revenues, transfers and expenditures) are linked to each respective fund on this Recap page. You will be required to enter the beginning cash balance and investment information. In addition, you can also enter Y-T-D "adjustment" amounts (see "Column 5 - Adjustments" below).

Expenditures (Y-T-D):

The Expenditure Y-T-D column will only extract expenditure data from the expenditure sections of the report. NOTE: Encumbrance data is not included on the Recap page.

Column 5 - Adjustments:

This column will allow you to enter any necessary adjustments from your internal system. This will include non-cash items and also any additional fund reserves that may exist and that have a direct effect on the calculation of the final cash balance by fund. The ending balances should reconcile to the reports generated by your financial/accounting systems.

Required Reserves (column 9):

The General Fund required reserve is automatically calculated by taking 1/12th of the total General Fund Expenditures.

USER NOTES:

Column (5) Adjustments:

-

Fund #	FUND NAME (2)
101	GENERAL FUND (GF)
201	CORRECTION
202	ENVIRONMENTAL GRT
203	County Property Valuation
204	COUNTY ROAD
206	EMS
207	ENHANCED 911
208	Farm & Range Improvement
209	FIRE PROTECTION FUND
211	LEPP
214	LODGERS' TAX
217	RECREATION
218	INTERGOVERNMENTAL GRANTS
219	SENIOR CITIZEN
220	COUNTY INDIGENT FUND
221	COUNTY HOSPITAL FUND
222	COUNTY FIRE PROTECTION
223	DWI PROGRAM
225	Clerk Recording & Filing
226	JAIL - DETENTION FUND
299	OTHER
300	CAPITAL PROJECT FUNDS
401	G O BONDS
402	REVENUE BONDS
403	DEBT SERVICE OTHER
500	ENTERPRISE FUNDS
600	INTERNAL SERVICE FUNDS

GENERAL FUND - MUNICIPALITY

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
Taxes:							
Property Tax - Current Year	\$1,350,000	\$0	\$1,350,000	\$1,391,886		\$41,886	103.10%
Property Tax - Delinquent	\$0	\$0	\$0	\$0		\$0	n/a
Property Tax - Penalty & Interest	\$0	\$0	\$0	\$0		\$0	n/a
Oil and Gas - Equipment	\$0	\$0	\$0	\$0		\$0	n/a
Oil and Gas - Production	\$0	\$0	\$0	\$0		\$0	n/a
Franchise Fees	\$800,000	\$0	\$800,000	\$845,587		\$45,587	105.70%
Gross receipts - Local Option	\$6,815,000	\$0	\$6,815,000	\$6,255,817		(\$59,183)	91.79%
Gross Receipts - Infrastructure	\$350,000	\$0	\$350,000	\$337,769		(\$12,231)	96.51%
Gross Receipts - Environment	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - Other Dedication	\$0	\$0	\$0	\$0		\$0	n/a
Intergovernmental -State Shared:							
Gross receipts	\$0	\$0	\$0	\$0		\$0	n/a
Cigarette Tax	\$0	\$0	\$0	\$0		\$0	n/a
Gas Tax [1 cent]	\$0	\$0	\$0	\$0		\$0	n/a
Gas Tax [2 cent]	\$0	\$0	\$0	\$0		\$0	n/a
Motor Vehicle	\$65,000	\$0	\$65,000	\$71,506		\$6,506	110.01%
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Local	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriations	\$0	\$0	\$0	\$0		\$0	n/a
Small Counties Assistance	\$0	\$0	\$0	\$0		\$0	n/a
Licenses and Permits	\$63,000	\$0	\$63,000	\$59,636		(\$3,364)	94.66%
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Fines and Forfeits	\$87,500	\$0	\$87,500	\$71,292		(\$16,208)	81.48%
Interest on Investments	\$5,000	\$0	\$5,000	\$7,835		\$2,835	156.70%
Miscellaneous	\$1,652,830	\$0	\$1,652,830	\$1,691,404		\$38,574	102.33%
TOTAL GENERAL FUND REVENUES	\$11,188,330	\$0	\$11,188,330	\$10,732,731		(\$455,599)	95.93%
EXPENDITURES							
Executive-Legislative	\$479,970	\$0	\$479,970	\$440,030	\$3,650	\$36,289	91.68%
Judicial	\$281,456	\$0	\$281,456	\$288,156	\$3,276	(\$9,976)	102.38%
Elections	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Finance & Administration	\$1,752,805	\$0	\$1,752,805	\$1,659,991	\$18,904	\$73,910	94.70%
Public Safety	\$5,689,346	\$0	\$5,689,346	\$4,987,665	\$83,668	\$618,013	87.67%
Highways & Streets	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Senior Citizens	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Sanitation	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Health and Welfare	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Culture and Recreation	\$1,136,661	\$0	\$1,136,661	\$904,100	\$8,462	\$224,099	79.54%
Economic Development & Housing	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Airport	\$70,475	\$0	\$70,475	\$84,280	\$0	(\$13,805)	119.59%
Other - Miscellaneous	\$2,589,609	\$0	\$2,589,609	\$2,014,225	\$206,767	\$368,617	77.78%
TOTAL GENERAL FUND EXPENDITURES	\$12,000,322	\$0	\$12,000,322	\$10,378,448	\$324,726	\$1,297,148	86.48%
OTHER FINANCING SOURCES							
Transfers In	\$168,000	\$151,930	\$319,930	\$319,930		(\$0)	100.00%
Transfers (Out)	(\$670,058)	(\$5,000)	(\$675,058)	(\$675,058)		\$0	100.00%
TOTAL - OTHER FINANCING SOURCES	(\$502,058)	\$146,930	(\$355,128)	(\$355,128)		(\$0)	100.00%
Excess (deficiency) of revenues over expenditures				(\$845)			

SPECIAL REVENUES - MUNICIPALITY - QUARTERLY REPORT

SPECIAL REVENUES - RESOURCES	Fund	BUDGET			ACTUALS			
		Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)	Budget Balance	Budget Variance %
CORRECTIONS REVENUES	201							
Correction Fees	201	50,000	0	50,000	41,966		(8,034)	83.93%
Miscellaneous	201	0	0	0	0		0	n/a
TOTAL Revenues		50,000	0	50,000	41,966		(8,034)	83.93%
EXPENDITURES	201	54,000	0	54,000	36,720	0	17,280	68.00%
OTHER FINANCING SOURCES								
Transfers In	201	0	0	0	0		0	n/a
Transfers (Out)	201	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expen	201				5,246			
ENVIRONMENTAL REVENUES	202							
GRT - Environmental	202	0	0	0	0		0	n/a
Miscellaneous	202	0	0	0	0		0	n/a
TOTAL Revenues		0	0	0	0		0	n/a
EXPENDITURES	202	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES								
Transfers In	202	0	0	0	0		0	n/a
Transfers (Out)	202	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expen	202				0			
EMS REVENUES	206							
State EMS Grant	206	31,913	573	32,486	32,486		0	100.00%
Miscellaneous	206	0	0	0	0		0	n/a
TOTAL Revenues		31,913	573	32,486	32,486		0	100.00%
EXPENDITURES	206	31,913	573	32,486	23,578	0	8,908	72.58%
OTHER FINANCING SOURCES								
Transfers In	206	0	0	0	0		0	n/a
Transfers (Out)	206	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expen	206				8,908			
E911 REVENUES	207							
State-E-911 Enhancement	207	331,700	0	331,700	5,807		(325,893)	1.75%
Network & Data Base Grant	207	0	0	0	0		0	n/a
Miscellaneous	207	0	0	0	0		0	n/a
TOTAL Revenues		331,700	0	331,700	5,807		(325,893)	1.75%
EXPENDITURES	207	331,700	0	331,700	5,481	0	326,219	1.65%
OTHER FINANCING SOURCES								
Transfers In	207	0	0	0	0		0	n/a
Transfers (Out)	207	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expen	207				326			
FIRE PROTECTION REVENUES	209							
State - Fire Marshall Allotment	209	184,307	34,945	219,252	219,253		1	100.00%
Miscellaneous	209	0	0	0	0		0	n/a
TOTAL Revenues		184,307	34,945	219,252	219,253		1	100.00%

SPECIAL REVENUES - MUNICIPALITY - QUARTERLY REPORT

SPECIAL REVENUES - RESOURCES	Fund	BUDGET			ACTUALS			
		Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)	Budget Balance	Budget Variance %
EXPENDITURES	209	150,242	89,545	239,787	212,373	0	27,414	88.57%
OTHER FINANCING SOURCES								
Transfers In	209	0	0	0	0		0	n/a
Transfers (Out)	209	(34,065)	0	(34,065)	(34,065)		0	100.00%
TOTAL - OTHER FINANCING SOURCES		(34,065)	0	(34,065)	(34,065)		0	100.00%
Excess (deficiency) of revenues over expenses	209				(27,185)			
LAW ENFORCEMENT PROTECTION REVENUES	211							
State-Law Enforcement Protection	211	39,800	0	39,800	39,800		0	100.00%
Miscellaneous	211	0	0	0	0		0	n/a
TOTAL Revenues		39,800	0	39,800	39,800		0	100.00%
EXPENDITURES	211	14,006	0	14,006	9,671	0	4,335	69.05%
OTHER FINANCING SOURCES								
Transfers In	211	0	0	0	0		0	n/a
Transfers (Out)	211	(25,794)	0	(25,794)	(25,794)		0	100.00%
TOTAL - OTHER FINANCING SOURCES		(25,794)	0	(25,794)	(25,794)		0	100.00%
Excess (deficiency) of revenues over expenses	211				4,335			
LODGERS' TAX REVENUES	214							
Lodgers' Tax	214	250,000	0	250,000	284,868		34,868	113.95%
Miscellaneous	214	0	0	0	0		0	n/a
TOTAL Revenues		250,000	0	250,000	284,868		34,868	113.95%
EXPENDITURES	214	215,000	0	215,000	128,189	0	86,811	59.62%
OTHER FINANCING SOURCES								
Transfers In	214	0	0	0	0		0	n/a
Transfers (Out)	214	(49,349)	(20,000)	(69,349)	(69,349)		0	100.00%
TOTAL - OTHER FINANCING SOURCES		(49,349)	(20,000)	(69,349)	(69,349)		0	100.00%
Excess (deficiency) of revenues over expenses	214				87,330			
MUNICIPAL STREET REVENUES	216							
GRT - Infrastructure (1/8 cent)	216	600,000	0	600,000	571,671		(28,329)	95.28%
GRT - Municipal	216	165,000	0	165,000	204,892		39,892	124.18%
Gasoline Tax - (1 cent / 2 cent)	216	110,000	0	110,000	148,783		38,783	135.26%
Motor Vehicle - Registration (all)	216	0	0	0	0		0	n/a
State Grants	216	0	0	0	0		0	n/a
Federal Grants	216	0	0	0	0		0	n/a
Miscellaneous	216	10,000	0	10,000	10,189		189	101.89%
TOTAL Revenues		885,000	0	885,000	935,536		50,536	105.71%
EXPENDITURES	216	941,987	(12,500)	929,487	849,028	0	80,459	91.34%
OTHER FINANCING SOURCES								
Transfers In	216	0	0	0	0		0	n/a
Transfers (Out)	216	(226,288)	(12,500)	(238,788)	(238,788)		0	100.00%
TOTAL - OTHER FINANCING SOURCES		(226,288)	(12,500)	(238,788)	(238,788)		0	100.00%
Excess (deficiency) of revenues over expenses	216				(152,281)			
RECREATION REVENUES	217							
Cigarette Tax - (1 cent)	217	0	0	0	0		0	n/a
Miscellaneous	217	226,300	0	226,300	194,007		(32,293)	85.73%
TOTAL Revenues		226,300	0	226,300	194,007		(32,293)	85.73%
EXPENDITURES	217	693,008	100	693,108	605,718	0	87,390	87.39%

SPECIAL REVENUES - MUNICIPALITY - QUARTERLY REPORT

SPECIAL REVENUES - RESOURCES	Fund	BUDGET			ACTUALS		Budget Balance	Budget Variance %
		Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
OTHER FINANCING SOURCES								
Transfers In	217	450,000	0	450,000	450,000		0	100.00%
Transfers (Out)	217	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		450,000	0	450,000	450,000		0	100.00%
Excess (deficiency) of revenues over expen	217				38,289			
INTERGOVERNMENTAL GRANTS REVENUES	218							
State Grants	218	207,615	5,000	212,615	77,705		(134,910)	36.55%
Federal Grants	218	35,209	164,753	199,962	57,293		(142,669)	28.65%
Miscellaneous	218	0	5,000	5,000	12,500		7,500	250.00%
TOTAL Revenues		242,824	174,753	417,577	147,498		(270,079)	35.32%
EXPENDITURES	218	292,823	185,753	478,576	179,622	0	298,954	37.53%
OTHER FINANCING SOURCES								
Transfers In	218	0	5,000	5,000	5,000		0	100.00%
Transfers (Out)	218	0	(89,907)	(89,907)	(89,908)		(1)	100.00%
TOTAL - OTHER FINANCING SOURCES		0	(84,907)	(84,907)	(84,908)		(1)	100.00%
Excess (deficiency) of revenues over expen	218				(117,032)			
SENIOR CITIZENS REVENUES	219							
State Grants	219	607,472	(35,192)	572,280	410,616		(161,664)	71.75%
Federal Grants	219	158,614	0	158,614	136,030		(22,584)	85.76%
Miscellaneous	219	85,000	0	85,000	45,157		(39,843)	53.13%
TOTAL Revenues		851,086	(35,192)	815,894	591,803		(224,091)	72.53%
EXPENDITURES	219	747,251	(35,192)	712,059	699,189	0	12,870	98.19%
OTHER FINANCING SOURCES								
Transfers In	219	0	0	0	0		0	n/a
Transfers (Out)	219	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expen	219				(107,386)			
DWI REVENUES	223							
State - Formula Distribution (DFA)	223	0	0	0	0		0	n/a
State - Local Grant (DFA)	223	0	0	0	0		0	n/a
State Other	223	0	0	0	0		0	n/a
Federal Grants	223	0	0	0	0		0	n/a
Miscellaneous	223	0	0	0	0		0	n/a
TOTAL Revenues		0	0	0	0		0	n/a
EXPENDITURES	223		0	0	0	0	0	n/a
OTHER FINANCING SOURCES								
Transfers In	223	0	0	0	0		0	n/a
Transfers (Out)	223	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expen	223				0			
OTHER - SPECIAL REVENUES	299							
REVENUES	299	446,895	89,404	536,299	308,762		(227,537)	57.57%
EXPENDITURES	299	496,829	175,289	672,118	430,401	0	241,717	64.04%
TOTAL -OTHER FINANCING SOURCES	299	30,000	(26,062)	3,938	3,938		0	100.00%
Excess (deficiency) of revenues over expen	299				(117,701)			

OTHER MISC. (FUND 299) DETAIL LIST

SPECIAL REVENUES	BUDGET			ACTUALS		Budget Balance	Budget Variance %
	Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
Sick Leave Contingency 102							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	100,000	19,123	119,123	119,122	0	1	100.00%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				(119,122)			
Library Special 103							
REVENUES	10,000	7,780	17,780	18,203		423	102.38%
EXPENDITURES	19,431	7,780	27,211	13,456	0	13,755	49.45%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				4,746			
Airport Operations 104							
REVENUES	350,000	0	350,000	167,566		(182,434)	47.88%
EXPENDITURES	261,000	0	261,000	136,930	0	124,070	52.46%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				30,636			
Replacement Fund 105							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
Abatement Fund 107							
REVENUES	0		0	16,746		16,746	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				16,746			
Economic Development 207							
REVENUES	0	0	0	949		949	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				949			
Court Fees 233							
REVENUES	29,700	0	29,700	21,907		(7,793)	73.76%
EXPENDITURES	29,700	0	29,700	18,615	0	11,085	62.68%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				3,292			

OTHER MISC. (FUND 299) DETAIL LIST

SPECIAL REVENUES	BUDGET			ACTUALS		Budget Balance	Budget Variance %
	Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
SDCSWA REPLACEMENT							
REVENUES	0	0	0			0	n/a
EXPENDITURES	0	0	0	0	0	(0)	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				(0)			
Seizure Funds 241							
REVENUES	3,000	0	3,000	2,099		(901)	69.98%
EXPENDITURES	3,000	0	3,000	1,895	0	1,105	63.17%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				204			
Traffic Safety Grant (ODWI) 253							
REVENUES	12,125	53,624	65,749	16,725		(49,024)	25.44%
EXPENDITURES	10,802	53,624	64,426	24,653	0	39,773	38.27%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				(7,928)			
Civi Emerg Law Enforcement 225							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
Las Vegas Police Department Awards 283							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	826	0	826	759		67	91.95%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				(759)			
Fourth of July Fiesta Fund 288							
REVENUES	25,000	0	25,000	36,254		11,254	145.02%
EXPENDITURES	55,000	25,000	80,000	63,977	0	16,023	79.97%
OTHER FINANCING SOURCES							
Transfers In	30,000	0	30,000	30,000		0	100.00%
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	30,000	0	30,000	30,000		0	100.00%
Excess (deficiency) of revenues over expenditures				2,277			
Federal Law Enforcement 226							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			

OTHER MISC. (FUND 299) DETAIL LIST

SPECIAL REVENUES	BUDGET			ACTUALS		Budget Balance	Budget Variance %
	Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
Stimulus Mills 291							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	(46,062)	(46,062)	(46,062)		0	100.00%
TOTAL - OTHER FINANCING SOURCES	0	(46,062)	(46,062)	(46,062)		0	100.00%
Excess (deficiency) of revenues over expenditures				(46,062)			
Seizures & Donations 293							
REVENUES	0	3,000	3,000	1,852		(1,148)	61.73%
EXPENDITURES	0	3,000	3,000	609	0	2,391	20.30%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				1,243			
NM TOURISM COOP GRANT							
REVENUES	0	20,000	20,000	0		(20,000)	0.00%
EXPENDITURES	0	40,000	40,000	38,594	0	1,406	96.49%
OTHER FINANCING SOURCES							
Transfers In	0	20,000	20,000	20,000		0	100.00%
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	20,000	20,000	20,000		0	100.00%
Excess (deficiency) of revenues over expenditures				(18,594)			
Fire Protection Fund 764							
REVENUES	17,070		17,070	18,761		1,691	109.91%
EXPENDITURES	17,070	21,762	38,832	10,983	0	27,849	28.28%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				7,778			
Veterans Memorial Fund 284							
REVENUES	0	5,000	5,000	7,700		2,700	154.00%
EXPENDITURES	0	5,000	5,000	806	0	4,194	16.12%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				6,894			
Unallocated							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
FUND 299 SUMMARY							
Revenue - TOTAL	\$446,895	\$89,404	\$536,299	\$308,762		(227,537)	57.57%
Expenditures - TOTAL	\$496,829	\$175,289	\$672,118	\$430,401	\$0	241,717	64.04%
TOTAL - OTHER FINANCING SOURCES	\$30,000	(\$26,062)	\$3,938	\$3,938		\$0	100.00%

CAPITAL PROJECTS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
GRT- Dedication	\$0	\$0	\$0	\$0		\$0	n/a
GRT- Infrastructure	\$660,000	\$0	\$660,000	\$619,218		(\$40,782)	93.82%
Bond Proceeds	\$0	\$0	\$0	\$0		\$0	n/a
State Grants		\$0	\$0	\$0		\$0	n/a
CDBG funding	\$500,000	\$0	\$500,000	\$0		(\$500,000)	0.00%
State Grants	\$479,321	(\$87,417)	\$391,904	\$27,414		(\$364,490)	7.00%
Federal Grants (other)	\$1,325,517	\$0	\$1,325,517	\$1,257,828		(\$67,689)	94.89%
Legislative Appropriations		\$0	\$0	\$0		\$0	n/a
Investment Income	\$0	\$0	\$0	\$0		\$0	n/a
Miscellaneous	\$10,000	\$0	\$10,000	\$86,977		\$76,977	869.77%
TOTAL CAPITAL PROJECTS REVENUES	\$2,974,838	(\$87,417)	\$2,887,421	\$1,991,438		(\$895,983)	68.97%
EXPENDITURES							
Parks/Recreation	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Housing	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Equipment & Buildings	\$1,171,546	\$47,144	\$1,218,690	\$363,372	\$0	\$855,318	29.82%
Facilities	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Transit		\$0	\$0	\$0	\$0	\$0	n/a
Utilities	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Airports		\$0	\$0	\$0	\$0	\$0	n/a
Infrastructure	\$1,781,944	\$0	\$1,781,944	\$1,499,122	\$0	\$282,822	84.13%
Debt Service Payments (P&I)-GO Bonds	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Debt Service Payments (P&I)-Rev. Bonds	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Other	\$142,192	\$30,000	\$172,192	\$71,584	\$0	\$100,608	41.57%
TOTAL CAPITAL PROJECTS EXPENDITURE	\$3,095,682	\$77,144	\$3,172,826	\$1,934,077	\$0	\$1,238,749	60.96%
OTHER FINANCING SOURCES							
Transfers In	\$322,288	\$12,500	\$334,788	\$334,829		\$41	100.01%
Transfers (Out)	(\$313,450)	(\$24,095)	(\$337,545)	(\$337,585)		(\$40)	100.01%
TOTAL - OTHER FINANCING SOURCES	\$8,838	(\$11,595)	(\$2,757)	(\$2,756)		\$1	99.96%
Excess (deficiency) of revenues over expenditures				\$54,604			

DEBT SERVICE

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
GENERAL OBLIGATION BONDS [FUND 401]							
REVENUES:							
General Obligation - (Property tax)	\$0	\$0	\$0	\$0		\$0	n/a
Investment Income	\$0	\$0	\$0	\$0		\$0	n/a
Other - Misc	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
General Obligation - Principal	\$0	\$0	\$0	\$0	\$0	\$0	n/a
General Obligation - Interest	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Other Costs (Fiscal Agent Fees/Other Fees/Misc)	\$0	\$0	\$0	\$0	\$0	\$0	n/a
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL - OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures [401]				\$0			
REVENUE BONDS [FUND 402]							
REVENUES:							
Bond Proceeds	\$0	\$0	\$0	\$0		\$0	n/a
Revenue Bonds - GRT	\$310,000	\$0	\$310,000	\$337,769		(\$27,769)	108.96%
Investment Income	\$2,150	\$0	\$2,150	\$3,646		(\$1,496)	169.59%
Revenue Bonds - Other	\$10,500	\$0	\$10,500	\$11,346		(\$846)	108.06%
REVENUE BOND REVENUE - TOTAL	\$322,650	\$0	\$322,650	\$352,761		(\$30,111)	109.33%
EXPENDITURES							
Revenue Bonds - Principal	\$360,408	\$10,882	\$371,290	\$371,290	\$0	\$0	100.00%
Revenue Bonds - Interest	\$166,601	\$0	\$166,601	\$166,952	\$0	(\$351)	100.21%
Other Revenue Bond Payments	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Other Costs (Fiscal Agent Fees/Other Fees/Misc)	\$10,500	\$897	\$11,397	\$11,346	\$0	\$51	99.56%
TOTAL DEBT SERVICE FUND EXPENDITURES	\$537,509	\$11,779	\$549,288	\$549,588	\$0	(\$300)	100.05%
OTHER FINANCING SOURCES							
Transfers In	\$369,658	\$0	\$369,658	\$369,658		\$0	100.00%
Transfers (Out)	(\$96,000)	\$0	(\$96,000)	(\$96,000)		\$0	100.00%
TOTAL - OTHER FINANCING SOURCES	\$273,658	\$0	\$273,658	\$273,658		\$0	100.00%
Excess (deficiency) of revenues over expenditures [402]				\$76,832			
OTHER DEBT SERVICE [FUND 403]							
REVENUES:							
Investment Income	\$4,500	\$0	\$4,500	\$7,130		\$2,630	158.45%
Loan Revenue	\$0	\$0	\$0	\$0		\$0	n/a
OTHER DEBT SERVICE REVENUE - TOTAL	\$4,500	\$0	\$4,500	\$7,130		\$2,630	158.45%
EXPENDITURES							
NMFA Loan Payments	\$938,432	\$0	\$938,432	\$883,159	\$0	(\$55,273)	94.11%
Board of Finance Loan Payments	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Other Debt Service - Misc	\$0	\$0	\$0	\$0	\$0	\$0	n/a
TOTAL DEBT SERVICE FUND EXPENDITURES	\$938,432	\$0	\$938,432	\$883,159	\$0	(\$55,273)	94.11%
OTHER FINANCING SOURCES							
Transfers In	\$935,432	\$0	\$935,432	\$935,432		\$0	100.00%
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL - OTHER FINANCING SOURCES	\$935,432	\$0	\$935,432	\$935,432		\$0	100.00%
Excess (deficiency) of revenues over expenditures [403]				\$59,403			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
Water Fund							
Charges for Services	\$4,700,850	\$0	\$4,700,850	\$4,857,326		\$156,476	103.33%
Interest on Investments	\$10,600	\$0	\$10,600	\$22,192		\$11,592	209.36%
Gross Receipts - dedicated	\$718,426	\$0	\$718,426	\$666,483		(\$51,943)	92.77%
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$3,386,948	\$797,648	\$4,184,596	\$1,822,957		(\$2,361,639)	43.56%
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$735,109	\$265,882	\$1,000,991	\$447,178		(\$553,813)	44.67%
TOTAL REVENUES - Water Fund	\$9,551,933	\$1,063,530	\$10,615,463	\$7,816,136		(\$2,799,327)	73.63%
EXPENDITURES							
Water Fund	\$10,342,057	\$11,468,430	\$21,810,487	\$6,584,412	\$0	\$15,226,075	30.19%
OTHER FINANCING SOURCES							
Transfers In	\$1,203,200	\$425,000	\$1,628,200	\$1,628,200		\$0	100.00%
Transfers (Out)	(\$2,011,065)	(\$425,000)	(\$2,436,065)	(\$2,436,065)		\$0	100.00%
TOTAL-OTHER FINANCING SOURCES	(\$807,865)	\$0	(\$807,865)	(\$807,865)		\$0	100.00%
Excess (deficiency) of revenues over expenditures				\$423,859			
REVENUES							
Solid Waste							
Charges for Services	\$2,984,500	\$0	\$2,984,500	\$3,162,112		\$177,612	105.95%
Interest on Investments	\$2,500	\$0	\$2,500	\$7,236		\$4,736	289.44%
Gross Receipts - dedicated	\$140,000	\$0	\$140,000	\$169,062		\$29,062	120.76%
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$6,500	\$0	\$6,500	\$6,133		(\$367)	94.36%
TOTAL REVENUES - Solid Waste Fund	\$3,133,500	\$0	\$3,133,500	\$3,344,543		\$211,043	106.74%
EXPENDITURES							
Solid Waste	\$4,136,835	\$0	\$4,136,835	\$2,616,697	\$0	\$1,520,138	63.25%
OTHER FINANCING SOURCES							
Transfers In	\$0	\$8,134	\$8,134	\$8,134		\$0	100.00%
Transfers (Out)	(\$798,014)	\$0	(\$798,014)	(\$798,014)		\$0	100.00%
TOTAL-OTHER FINANCING SOURCES	(\$798,014)	\$8,134	(\$789,880)	(\$789,880)		\$0	100.00%
Excess (deficiency) of revenues over expenditures				(\$62,033)			
REVENUES							
Waste Water							
Charges for Services	\$2,761,000	\$0	\$2,761,000	\$2,746,113		(\$14,887)	99.46%
Interest on Investments	\$5,500	\$0	\$5,500	\$11,053		\$5,553	200.97%
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$574,239	\$941,000	\$1,515,239	\$0		(\$1,515,239)	0.00%
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Waste Water Fund	\$3,340,739	\$941,000	\$4,281,739	\$2,757,166		(\$1,524,573)	64.39%
EXPENDITURES							
Waste Water	\$3,182,922	\$719,764	\$3,902,686	\$2,233,249	\$0	\$1,669,437	57.22%
OTHER FINANCING SOURCES							
Transfers In	\$991,001	\$103,189	\$1,094,190	\$1,094,190		\$0	100.00%
Transfers (Out)	(\$1,350,060)	(\$103,189)	(\$1,453,249)	(\$1,453,249)		\$0	100.00%
TOTAL-OTHER FINANCING SOURCES	(\$359,059)	\$0	(\$359,059)	(\$359,059)		\$0	100.00%
Excess (deficiency) of revenues over expenditures				\$164,858			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
Airport							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Airport Fund	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Airport	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
REVENUES							
Ambulance							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Ambulance Fund	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Ambulance	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
REVENUES							
Cemetery							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Cemetery Fund	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Cemetery	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
Housing							
Charges for Services	\$390,000	\$0	\$390,000	\$431,076		\$41,076	110.53%
Interest on Investments	\$1,000	\$0	\$1,000	\$1,460		\$460	146.03%
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$2,016,758	\$30,000	\$2,046,758	\$1,582,677		(\$464,081)	77.33%
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$7,300	\$0	\$7,300	\$14,709		\$7,409	201.49%
TOTAL REVENUES - Housing Fund	\$2,415,058	\$30,000	\$2,445,058	\$2,029,922		(\$415,136)	83.02%
EXPENDITURES							
Housing	\$2,415,058	\$257,652	\$2,672,710	\$2,461,875	\$0	\$210,835	92.11%
OTHER FINANCING SOURCES							
Transfers In	\$63,009	\$200,000	\$263,009	\$263,009		\$0	100.00%
Transfers (Out)	(\$63,009)	(\$200,000)	(\$263,009)	(\$263,009)		\$0	100.00%
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				(\$431,953)			
REVENUES							
Parking Facilities							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Parking Facilities	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Parking Facilities	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
REVENUES							
Other Enterprise-Gas							
Charges for Services	\$5,516,000	\$0	\$5,516,000	\$5,709,603		\$193,603	103.51%
Interest on Investments	\$11,000	\$0	\$11,000	\$18,590		\$7,590	169.00%
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REV. - Other Enterprise Fund	\$5,527,000	\$0	\$5,527,000	\$5,728,193		\$201,193	103.64%
EXPENDITURES							
Other Enterprise Fund	\$5,682,737	\$0	\$5,682,737	\$4,661,059	\$0	\$1,021,678	82.02%
OTHER FINANCING SOURCES							
Transfers In	\$300,000	\$0	\$300,000	\$300,000		\$0	100.00%
Transfers (Out)	(\$769,263)	\$0	(\$769,263)	(\$769,263)		\$0	100.00%
TOTAL-OTHER FINANCING SOURCES	(\$469,263)	\$0	(\$469,263)	(\$469,263)		\$0	100.00%
Excess (deficiency) of revenues over expenditures				\$597,870			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
Transportation 231 & 235							
Charges for Services	\$16,000	\$0	\$16,000	\$13,541		(\$2,459)	84.63%
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$195,037		\$195,037	\$116,003		(\$79,034)	59.48%
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REV. - Other Enterprise Fund	\$211,037	\$0	\$211,037	\$129,544		(\$81,493)	61.38%
EXPENDITURES							
Other Enterprise Fund	\$384,422	\$0	\$384,422	\$247,172	\$0	\$137,250	64.30%
OTHER FINANCING SOURCES							
Transfers In	\$190,058	\$0	\$190,058	\$190,058		\$0	100.00%
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$190,058	\$0	\$190,058	\$190,058		\$0	100.00%
Excess (deficiency) of revenues over expenditures				\$72,431			
REVENUES							
Other Enterprise (enter fund name)							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REV. - Other Enterprise Fund	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Other Enterprise Fund	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			

INTERNAL SERVICE / TRUST & AGENCY FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANCES Y-T-D	Variance With Adjusted Budget	
	Approved Budget	Budget Adjustments	Adjusted Budget			Positive (Negative)	
						\$	%
INTERNAL SERVICE FUNDS [600]							
REVENUES							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$1,000	\$0	\$1,000	\$5,354		\$4,354	535.43%
Miscellaneous revenues	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES	\$1,000	\$0	\$1,000	\$5,354		\$4,354	535.43%
EXPENDITURES							
Operating Expenditures	\$1,685,766	\$0	\$1,685,766	\$1,137,848	\$0	\$547,918	67.50%
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	n/a
TOTAL EXPENDITURES	\$1,685,766	\$0	\$1,685,766	\$1,137,848	\$0	\$547,918	#REF!
OTHER FINANCING SOURCES							
Transfers In	\$1,533,769	\$0	\$1,533,769	\$1,533,769		\$0	100.00%
Transfers (Out)	(\$150,000)	\$0	(\$150,000)	(\$150,000)		\$0	100.00%
TOTAL - OTHER FINANCING SOURCES	\$1,383,769	\$0	\$1,383,769	\$1,383,769		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$251,275			
TRUST AND AGENCY FUNDS [700]							
REVENUES							
Investments	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Tax Revenues	\$0	\$0	\$0	\$0		\$0	n/a
Miscellaneous revenues	\$0	\$20,000	\$20,000	\$19,500		(\$500)	97.50%
TOTAL REVENUES	\$0	\$20,000	\$20,000	\$19,500		(\$500)	97.50%
EXPENDITURES							
General Government/Benefits	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Miscellaneous	\$0	\$20,000	\$20,000	\$20,000	\$0	\$0	100.00%
TOTAL EXPENDITURES	\$0	\$20,000	\$20,000	\$20,000	\$0	\$0	100.00%
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL - OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				(\$500)			

SPECIAL
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 0715/2015

DEPT: Finance

MEETING DATE: 07/29/2015

ITEM/TOPIC: Resolution #15-30 Final Fiscal Year 2015- 2016 Budget Submission to DFA

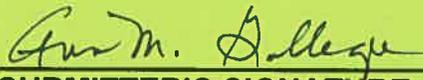
ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution #15-30 to adopt the Final FY 2015-2016 Budget for submission to DFA Local Government Division the City's oversight agency.

BACKGROUND/RATIONALE: The City of Las Vegas is required to develop, approve and adopt a Final Budget for submission to DFA Local Government by July 31, 2015.

STAFF RECOMMENDATION: Approval of Resolution #15-30 to adopt the Final Budget for FY 2015-2016 in order to submit to DFA Local Government.

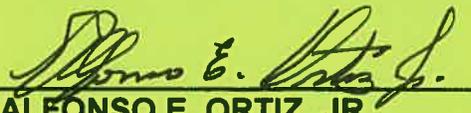
COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN M. GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

**STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION NO. #15-30
2015--2016 FINAL BUDGET ADOPTION**

WHEREAS, the Governing Body in and for the Municipality of the City of Las Vegas, State of New Mexico has developed a Final Budget for fiscal year 2015-2016, and

WHEREAS, said budget was developed on the basis of need and through cooperation with all department users, department supervisors, City Administration and elected officials, and

WHEREAS, the official meeting for the review of said documents was duly advertised on July __, 2015 in compliance with the State Open Meetings Act, and

WHEREAS, it is the majority opinion of this governing body that the Final Budget meets the requirements as currently determined for fiscal year 2015-2016.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby adopts the budget hereinabove described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

RESOLVED: In session this ____ day of July 29, 2015.

MUNICIPAL GOVERNING BODY
LAS VEGAS, NEW MEXICO

ALFONSO E. ORTIZ, JR, MAYOR

ATTEST:

CASANDRA FRESQUEZ, CITY CLERK

(SEAL)

APPROVED FOR LEGAL SUFFICIENCY:

DAVE ROMERO, CITY ATTORNEY

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 7/20/15

DEPT: Community Development

MEETING DATE: 7/29/15

ITEM/TOPIC:

Recommendation to enter into agreement with MainStreet de Las Vegas, a New Mexico non-profit corporation, for the period of July 1, 2015, thru June 30, 2016

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of recommendation to enter into agreement with MainStreet de Las Vegas, a New Mexico non-profit corporation, for the period of July 1, 2015, thru June 30, 2016

BACKGROUND/RATIONALE:

MainStreet de Las Vegas is a non-profit corporation, incorporated on September 28, 2005, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts which consist of three districts listed on the National and Local Register of Historic Places: Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District.

STAFF RECOMMENDATION:

Approval

COMMITTEE RECOMMENDATION:

N/A

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15



City Attorney's Office

Date Submitted: 7/23/15
Department Submitting: Community Development
I am in receipt of the document for review submitted by: Lindsay Valdez
Document to be Reviewed: Mainstreet Agreement
Urgency: High Priority Medium Priority Low Priority
Deadline: 7/23/15
Comments: 2nd Amended Copy

Approved:

DAVE ROMERO
Dave Romero, City Attorney

Disapproved:

Dave Romero, City Attorney

Date Documents Picked Up: _____

By: _____
Printed Name

Signature

**CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
MAINSTREET DE LAS VEGAS**

This contract entered into this ____ day of _____, 2015, and effective **July 1, 2015, thru June 30, 2016**, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and MainStreet de Las Vegas, a corporation, hereinafter called "Contractor."

WHEREAS, the Contractor is a non-profit corporation, incorporated on September 28, 2005, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts. The three districts on the National and Local Registers of Historic Places are the Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District.

WHEREAS, after successful application with New Mexico MainStreet, MainStreet de Las Vegas pledged to follow the Four Point Approach as defined by the National MainStreet Organization. The MainStreet Four Point Program contains the following elements essential to a successful program:

Design: Developing and implementing a vision to enhance pedestrian and landscaping amenities, improved parking, wayfinding signage, façade renovations and beautification of the Corridor.

Economic Positioning: Implementing assistance to business owners in the form of inventory niches, financing, building renovation using state and federal tax credit assistance, identifying and applying for grant monies, identifying re-use of vacant buildings, and inventory of all buildings on the Corridor.

Promotion: Implementing a marketing strategy to promote and market Las Vegas' historical and cultural assets and the businesses in the three historic downtown districts to bring needed Gross Receipts Tax and Lodgers Tax monies to the City.

Organization: Ensuring the board and staff of MainStreet de Las Vegas operate in such a way to effectively realize the goals of MainStreet de Las Vegas through newsletters to the community, website creation and attendance at quarterly New Mexico MainStreet conferences.

WHEREAS, the City commits financial support for the next twelve (12) months in the amount of **\$35,000** for the year to be paid to the Contractor under the terms and conditions of this Contract and **\$5,000** in in-kind services (office space, to include utilities, and use of Train Depot conference room when available).

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under I. Scope of Work below) has been completed and services provided the City according to the schedule indicated below. Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice. The Contractor shall submit reports and original invoices to the Community

Initial: _____
Date: _____

Development Department with a copy to the City Manager's office. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

I. SCOPE OF WORK

1. Contractor shall maintain an updated website that includes the mission and goals of the organization, as well as past and current projects. Contractor shall coordinate with the City's IT Specialist to add a MainStreet de Las Vegas link on the Economic Development page of lasvegasnm.gov. Contractor shall circulate a quarterly newsletter utilizing a mass mailing system that allows readers to sign-up on the MainStreet de Las Vegas website. Contractor shall also maintain both Facebook and Twitter accounts to be updated weekly with project updates, community events/announcements, downtown business promotion, etc.
 - a. *Contractor shall report quarterly on the status of the project (See Section III)*
2. Contractor shall facilitate and manage the annual Electric Light Parade (first Saturday in December), to include developing a theme, coordinating parade applications, judges, awards, business notification, etc. Contractor shall work with City on street closures and will communicate with other coordinating agencies, to include PNM. Contractor shall arrange event marketing and promotion with the City's Event & Marketing Manager. Contractor shall promote MainStreet Corridor businesses by encouraging shops to extend hours through the parade.
 - a. *Contractor shall report quarterly on the status of the project (See Section III)*
3. Contractor shall continue to facilitate Economic Positioning, to include the development coordination for catalytic projects, such as the Downtown Movie Theater, Community Performing Arts Theater, Douglas Square Improvements, Railroad District and Trolley Transportation System.
 - a. *Contractor shall report quarterly on the status of the project (See Section III)*
4. Contractor shall continue to manage and implement façade/streetscape improvement projects that may include providing support and assistance for the completion of the E. Romero Hose & Fire building renovation, the restoration of Lion Park, sidewalk beautification (planters, trash receptacles, benches, etc.), outdoor downtown business expansion, community garden, Railroad District gateway, LV brand wayfinding and LV brand pole banners.
 - a. *Contractor shall report quarterly on the status of this project (See Section III)*
5. Contractor shall facilitate a student internship program, coordinating with local educational institutions to offer course credit to participating students. Contractor shall support the local higher educational institutions by promoting Las Vegas as a "college town."
 - a. *Contractor shall report quarterly on the status of the project (See Section III)*

Initial: _____

Date: _____

6. Contractor shall work collaboratively with the City's Design Review Board and shall make recommendations on CH Overlay expansion within the MainStreet Corridor.

a. Contractor shall report quarterly on the status of the project (See Section III)

7. Contractor shall respond to funding opportunities that support the Contract Scope and shall support MainStreet Capital Outlay lobbying efforts.

a. Contractor shall report quarterly on the status of the project (See Section III)

II. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work, as well as the goals of the City's Comprehensive Master Plan and Downtown Action Plan, through a collaborative effort between public and private sectors. With consideration to all aspects of the Scope of Work, **Contractor will act as a "Brand Champion," promoting Las Vegas' brand New Adventures Down Old Trails.**

III. DELIVERABLES

Contractor will submit to the Community Development Director a status/activity report and invoices on a quarterly basis for review and approval prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work.

IV. PAYMENT

Payment to the Contractor shall be quarterly in the amount of **eight thousand seven hundred and fifty dollars (\$8,750.00) each quarter**. The first payment is due with a signing of the contract and shall be deemed to cover the period from **July 1, 2015**, to **September 30, 2015**. Subsequent payments shall be made on a quarterly basis. The Contractor may submit an invoice for **\$8,750.00** with each quarterly report. The first such report shall be submitted on **July 1, 2015**. Subsequent reports shall be submitted in the month following the end of the calendar quarter throughout the term of this contract. With proper notice, the Contractor may be requested to present at a meeting of the governing body on the status/progress of this Contract. Payment will be made to the Contractor within ten (10) days of the approval of invoices.

Office space and use of the Train Depot Conference Room (must be prearranged with Depot staff) will be provided as in-kind by the City totaling \$5,000 (\$416.66/month).

V. INSURANCE

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

VI. HOLD HARMLESS

Initial: _____

Date: _____

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

VII. DISCLOSURE TO THE CITY

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

VIII. NO FINANCIAL INTEREST

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

IX. PREJUDICE

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

X. POLITICAL ACTIVITY

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

XI. ASSIGNMENT

Initial: _____
Date: _____

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

XII. SUBJECT TO LAWS

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

XIII. NO FURTHER LIABILITY

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

XIV. JURISDICTION

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

XV. TERMINATION

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

XVI. ENTIRE AGREEMENT

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

XVII. AMENDMENT

Initial: _____
Date: _____

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

XVIII. AUTHORITY TO BIND THE CITY

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

XIX. INDEMNIFICATION

Contractor agrees to indemnify and defend the City from all claims, demands, actions, damages, costs, interest, attorney fees, and all other liabilities and expenses of any kind, from any source, which may arise out of the performance by Contractor of this Contract.

XX. NOTICES

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

XXI. BRIBERY AND KICKBACKS

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

XXII. TERM

The term of this Contract will be twelve (12) months and may be renewed annually on the anniversary date of the Contract unless notice of termination has been given to the Contractor sixty (60) days prior to the anniversary date of the Contract. Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least sixty (60) days prior to the anniversary date.

XXIII. APPEAL

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

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015.

Initial: _____
Date: _____

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

Dave Romero, City Attorney

SIGNED:

Elmer J. Martinez, City Manager

MainStreet de Las Vegas

DRAFT

Initial: _____
Date: _____

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 7/20/15

DEPT: Community Development

MEETING DATE: 7/29/15

ITEM/TOPIC:

Recommendation to enter into agreement with the Las Vegas/San Miguel Chamber of Commerce, a New Mexico non-profit corporation, for the period of July 1, 2015, thru June 30, 2016

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of recommendation to enter into agreement with the Las Vegas/San Miguel Chamber of Commerce, a New Mexico non-profit corporation, for the period of July 1, 2015, thru June 30, 2016

BACKGROUND/RATIONALE:

The Las Vegas/San Miguel Chamber of Commerce works collaboratively to support economic development, encourages and welcomes new business, and supports and promotes existing businesses. The Chamber is currently in the process of reorganizing to expand their services to business owners, residents and visitors.

STAFF RECOMMENDATION:

Approval

COMMITTEE RECOMMENDATION:

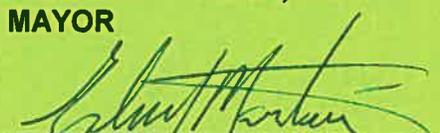
N/A

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15



City Attorney's Office

Date Submitted: 7/23/15

Department Submitting: Community Development

I am in receipt of the document for review submitted by: Lindsey Valdez

Document to be Reviewed: Chamber of Commerce Agreement

Urgency: High Priority Medium Priority Low Priority

Deadline: 7/23/15

Comments: 2nd Amended Copy

Approved:

DAVE ROMERO
Dave Romero, City Attorney

Disapproved:

Dave Romero, City Attorney

Date Documents Picked Up: _____

By: _____
Printed Name

Signature

**CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
LAS VEGAS/SAN MIGUEL CHAMBER OF COMMERCE**

This contract entered into this _____ day of _____, 2015, and effective **July 1, 2015, thru June 30, 2016**, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and Las Vegas/San Miguel Chamber of Commerce, a New Mexico non-profit corporation exempt under Section 501(c)(6), hereinafter called the "Contractor."

WHEREAS, the Contractor's mission is to strengthen the local economy through leadership, promote a healthy business climate, serve as a voice for business in community affairs and support the civic welfare of Las Vegas.

WHEREAS, the Contractor has established the following goals:

- Support economic development efforts, to include encouraging new business and promoting existing businesses
- Implement a Shop Local Campaign that educates the consumer on why this is important
- Promote opportunities and market Las Vegas as a meeting and visitor destination
- Promote awareness of Las Vegas as a film location
- Provide support for tourism efforts and assist the service industry in meeting tourism needs
- Increase awareness of the Chamber, meet the needs of investors, and foster unity and cohesiveness within the business community, educational institutions and government

WHEREAS, the City, acting through its governing body, the City Council, is desirous of continuing to join the efforts and activities of the Contractor to permit the Contractor to better serve the citizens of the City of Las Vegas in achieving the stated goals and mission of the Contractor, and

WHEREAS, the City commits financial support for the next twelve (12) months in the amount of **\$35,000** for the year to be paid to the Contractor under the terms and conditions of this Contract and **\$7,500** in in-kind services (office space, to include utilities, and use of Train Depot conference room when available).

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under I. Scope of Work below) has been completed and services provided the City according to the schedule indicated below. Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice. The Contractor shall submit reports and original invoices to the Community Development Department with a copy to the City Manager's office. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

Initial: _____
Date: _____

I. SCOPE OF WORK

- 1. **Membership Drive:** Contractor shall present a board approved membership package plan and shall have a minimum of one hundred (100) new/recurring members by the end of the contract period.

- a. *Contractor shall report quarterly on the status of the deliverable (See Section III)*

- 2. **Outreach Events:** Contractor shall organize one (1) event monthly, such as Business After Hours, Open House, Ribbon Cutting or Community Outreach Event.

- a. *Contractor shall report quarterly on the status of the deliverable (See Section III)*

- 3. **Event Facilitation:** Contractor shall participate in the transition of components of the 4th of July Fiestas, to include the Reina Coronation/Dance and 4th of July Parade. Contractor shall coordinate efforts with the City’s Event & Marketing Manager and shall designate a board member to sit on the City’s Fiesta Oversight Committee.

Contractor will assist with conference/convention facilitation, to include visitor packet preparation, registration booth assistance, lodging coordination, etc.

- a. *Contractor shall report quarterly on the status of the deliverable (See Section III)*

- 4. **Electronic and Media Communication:** Contractor shall maintain an updated website that includes the mission and goals of the organization, membership package information, news and local events (Coordinate with City to utilize link to City’s event calendar).

Contractor shall coordinate with the City to add a Las Vegas/San Miguel Chamber of Commerce link on the City’s tourism website.

Contractor shall circulate a quarterly newsletter utilizing a mass mailing system that allows readers to sign-up on the Las Vegas/San Miguel Chamber of Commerce website.

Contractor shall maintain a social media marketing campaign that must include both Facebook and Twitter and shall make regular updates, to include events, announcements, business promotion, etc.

Contractor will be a part of at least two (2) local radio programs per month to promote local businesses.

- a. *Contractor shall report quarterly on the status of the deliverable (See Section III)*

- 5. **Direct Mail:** Contractor will respond to requests for community and business related information and relocation information via e-mail, phone and mail, and will refer inquiries to community businesses as appropriate. Contractor will maintain detailed records of requests and referrals.

- a. *Contractor shall report quarterly on the status of the deliverable (See Section III)*

Initial: _____

Date: _____

6. **Retail Marketing Initiative:** Contractor will organize a local discount app to be utilized by area college students, as well as conference attendees, senior citizens and veterans.

a. *Contractor shall report quarterly on the status of the project (See Section III)*

7. **Visitor Services:** Due to the proximity of the Contractor to the City of Las Vegas Visitor Center, the Contractor will coordinate services with Visitor Center staff to ensure there is no duplication of services.

II. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work through a collaborative effort between public and private sectors that could include the Las Vegas/San Miguel Economic Development, Inc., MainStreet de Las Vegas, local Veteran/Senior Citizen organizations, Big Brothers Big Sisters, etc. With consideration to all aspects of the Scope of Work, **Contractor will act as a "Brand Champion," promoting Las Vegas' brand New Adventures Down Old Trails.**

III. DELIVERABLES

Contractor will submit to the Community Development Director a status/activity report and invoices on a quarterly basis for review and approval prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work. The report shall include the status of the activities in the preceding quarter. Contractor shall present the quarterly report to the governing body at the next available meeting following submission to the Community Development Department.

IV. PAYMENT

Payment to the Contractor shall be quarterly in the amount of **eight thousand seven hundred and fifty dollars (\$8,750.00) each quarter**. The first payment is due with a signing of the contract and shall be deemed to cover the period from **July 1, 2015, to September 30, 2015**. Subsequent payments shall be made on a quarterly basis. The Contractor may submit an invoice for **\$8,750.00** with each quarterly report. The first such report shall be submitted on **July 1, 2015**. Subsequent reports shall be submitted in the month following the end of the calendar quarter throughout the term of this contract. With proper notice, the Contractor may be requested to present at a meeting of the governing body on the status/progress of this Contract. Payment will be made to the Contractor within ten (10) days of the approval of invoices.

Office space, to include utilities, and use of the Train Depot Conference Room (must be prearranged with Depot staff) will be provided as in-kind by the City totaling \$7,500 (\$625/month).

V. INSURANCE

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

Initial: _____

Date: _____

VI. HOLD HARMLESS

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

VII. DISCLOSURE TO THE CITY

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

VIII. NO FINANCIAL INTEREST

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

IX. PREJUDICE

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

X. POLITICAL ACTIVITY

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

Initial: _____
Date: _____

XI. ASSIGNMENT

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

XII. SUBJECT TO LAWS

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

XIII. NO FURTHER LIABILITY

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

IXV. JURISDICTION

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

XV. TERMINATION

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

XVI. ENTIRE AGREEMENT

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

Initial: _____

Date: _____

XVII. AMENDMENT

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

XIII. AUTHORITY TO BIND THE CITY

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

XIX. INDEMNIFICATION

Contractor agrees to indemnify and defend the City from all claims, demands, actions, damages, costs, interest, attorney fees, and all other liabilities and expenses of any kind, from any source, which may arise out of the performance by Contractor of this Contract.

XX. NOTICES

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

XXI. BRIBERY AND KICKBACKS

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

XXII. TERM

The term of this Contract will be twelve (12) months and may be renewed annually on the anniversary date of the Contract unless notice of termination has been given to the Contractor sixty (60) days prior to the anniversary date of the Contract. Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least sixty (60) days prior to the anniversary date.

XXIII. APPEAL

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

Initial: _____

Date: _____

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

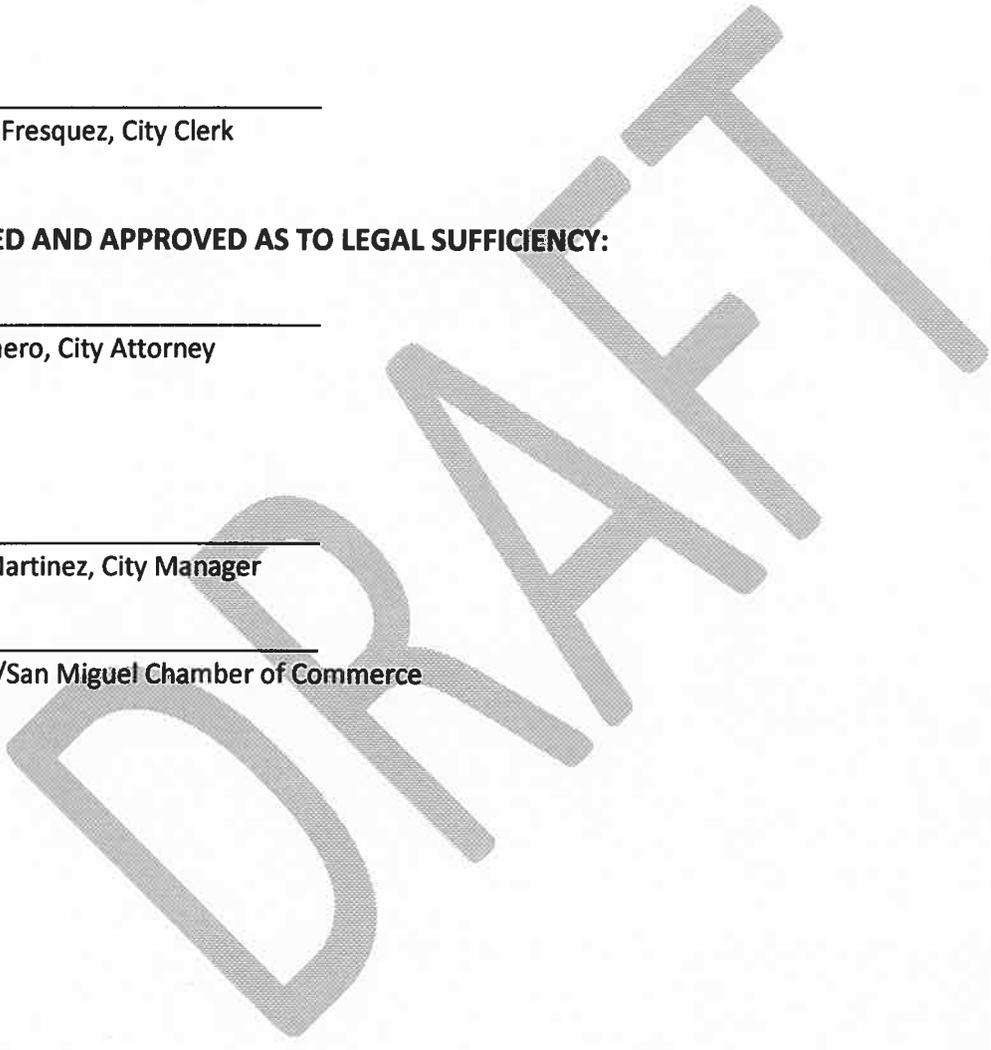
REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

Dave Romero, City Attorney

SIGNED:

Elmer J. Martinez, City Manager

Las Vegas/San Miguel Chamber of Commerce



Initial: _____
Date: _____

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 7/20/15

DEPT: Community Development

MEETING DATE: 7/29/15

ITEM/TOPIC:

Recommendation to enter into agreement with the Las Vegas/San Miguel Economic Development, Inc., a New Mexico non-profit corporation, for the period of July 1, 2015, thru June 30, 2016

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of recommendation to enter into agreement with the Las Vegas/San Miguel Economic Development, Inc., a New Mexico non-profit corporation, for the period of July 1, 2015, thru June 30, 2016

BACKGROUND/RATIONALE:

The Las Vegas/San Miguel Economic Development, Inc. (EDC) is designated as the advisory body for economic development, working in partnership with the City as provided in Chapter 33 Economic Development Plan of the City of Las Vegas Code, formally Ordinance No. 01-19, adopted by the governing body of the City of Las Vegas on January 9, 2002. The EDC promotes Las Vegas as a desirable place to do business, produce goods and services, educate our citizens and enjoy the quality of life Las Vegas offers.

STAFF RECOMMENDATION:

Approval

COMMITTEE RECOMMENDATION:

N/A

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



City Attorney's Office

Date Submitted: 7/23/15

Department Submitting: Community Development

I am in receipt of the document for review submitted by: Lindsey Valdez

Document to be Reviewed: EDC Agreement

Urgency: High Priority Medium Priority Low Priority

Deadline: 7/23/15

Comments: 2nd Amended Copy

Approved:

Dave Romero
Dave Romero, City Attorney

Disapproved:

Dave Romero, City Attorney

Date Documents Picked Up: _____

By: _____
Printed Name

Signature

**CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
LAS VEGAS/SAN MIGUEL ECONOMIC DEVELOPMENT, INC.**

This contract entered into this _____ day of _____, 2015, and effective **July 1, 2015, thru June 30, 2016**, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and Las Vegas/San Miguel Economic Development, Inc., a New Mexico non-profit corporation exempt under Section 501(c)(6), hereinafter called the "Contractor."

WHEREAS, the Contractor is designated as the advisory body for economic development, working in partnership with the City as provided in Chapter 33 Economic Development Plan of the City of Las Vegas Code, formally Ordinance No. 01-19, adopted by the governing body of the City of Las Vegas on the 9th day of January 2002; and

WHEREAS, Contractor is organized as a New Mexico non-profit to promote Las Vegas and San Miguel County as a desirable place to do business, produce goods and services, educate our citizens and enjoy the quality of life. The Contractor is to implement the economic development goals established by the Las Vegas Comprehensive Master Plan via a collaborative effort between public and private sectors, working towards the following goals:

- a) Stabilize and promote existing businesses
- b) Encourage and promote new home grown business
- c) Attract new targeted businesses to the area
- d) Reduce community leakage
- e) Improve the standard of living in Las Vegas
- f) Be the gatekeeper and facilitate for new employers desiring to locate in Las Vegas
- g) Reduce the level of unemployment and underemployment in Las Vegas
- h) Improve the skills of the Las Vegas workforce and promote excellent customer service
- i) Actively recruit compatible and complimentary employers to Las Vegas
- j) Serve as a public-private partnership organization under the leadership of a community-wide board of directors
- k) Develop and maintain a database of business assets, telecommunications capabilities, infrastructure and available properties for economic development
- l) Collaborate with regional economic development initiatives, the national laboratories, the State Economic Development Office, and corporations organized under the laws of the State of New Mexico, and in general, carry on any lawful activity and perform any lawful act permitted by the State of New Mexico

WHEREAS, the City, acting through its governing body, the City Council, is desirous of continuing to join the efforts and activities of the Contractor to permit the Contractor to better serve the citizens of the City of Las Vegas in achieving the stated goals and mission of the Contractor, and

WHEREAS, the City commits financial support for the next twelve (12) months in the amount of **\$35,000** for the year to be paid to the Contractor under the terms and conditions of this Contract.

Initial: _____

Date: _____

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under I. Scope of Work below) has been completed and services provided the City according to the schedule indicated below. Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice. The Contractor shall submit reports and original invoices to the Community Development Department with a copy to the City Manager's office. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

I. SCOPE OF WORK

1. Contractor shall continue to work toward attracting businesses for the DeeBibb Industrial Park and other locations, to include manufacturing businesses that utilize Las Vegas' natural resources, as well as existing business expansion opportunities.
 - a. *Contractor shall report quarterly on the status of the project (See Section IV)*
2. Contractor shall work with the City Community Development Department and others to identify funding for roads and drainage at DeeBibb Industrial Park to provide a more stable infrastructure to support expansion and development.
 - a. *Contractor shall report quarterly on the status of the project (See Section IV)*
3. Contractor, through its staff or designated principal, shall work with City IT personnel to create a web presence for economic development on the City's website. This site will provide links and critical demographic data about resources and amenities, as well as be a recruitment and contact page for key economic development resources.
 - a. *Contractor shall report quarterly on the status of the project, or until completion of the project (See Section IV)*
4. Contractor shall respond to PROs (Professional Recruitment Opportunities) which are submitted by the State in a timely and informed manner targeting responses that will produce jobs that support area resources.
 - a. *Contractor shall report quarterly on the status of this project (See Section IV)*
5. Contractor shall make application to various funding agencies to support economic development.
 - a. *Contractor shall report quarterly on the status of the project (See Section IV)*

Initial: _____

Date: _____

6. Contractor will continue to pursue the establishment of a Business Incubator/Entrepreneurial Institute in collaboration with New Mexico Highlands University and Luna Community College, as well as economic development partners in the area to create a program for identifying entrepreneurs at local institutions who are interested in going into business and/or filling recognized gaps in products, programs and services in the community. Contractor will collaborate with all available resources in the State Economic Development Office to make best use of existing programs and to help offset costs.

a. Contractor shall report quarterly on the status of the project (See Section IV)

7. Contractor shall actively pursue partnerships with major firms (e.g. Intel, Google, HP) with the goal of creating an incentive program that will enhance telecommuting capabilities and remote tech support in Las Vegas. This includes reaching out to internet providers to stress the demand for infrastructure development in Las Vegas. In addition, Contractor shall partner with New Mexico Highlands University and Luna Community College to encourage the improvement of the technical requirements that will support the jobs of tomorrow (Utilize Bureau of Labor Statistics).

a. Contractor shall report quarterly on the status of the project (See Section IV)

8. Contractor shall continue to pursue a Community Commercial Kitchen to provide opportunities for the development and distribution of goods supplied by local growers. Contractor will work in collaboration with the Tri-County Farmer's Market and other related agencies.

a. Contractor shall report quarterly on the status of the project (See Section IV)

9. Contractor shall explore possible additions to and/or improvements of eco-tourism opportunities (e.g. Camping, Hot Springs, Hiking, Zip Lines, Fishing, Horseback Riding, Windsurfing, Paddle Boats/Canoes/Kayaks)

a. Contractor shall report quarterly on the status of the project (See Section IV)

II. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work and above stated economic development goals, as well as the goals of the City's Comprehensive Master Plan, through a collaborative effort between public and private sectors. With consideration to all aspects of the Scope of Work, Contractor will act as a "Brand Champion," promoting Las Vegas' brand *New Adventures Down Old Trails*.

III. EXECUTION OF RESPONSIBILITIES UNDER CHAPTER 33 OF THE CITY OF LAS VEGAS CODE (FORMERLY ORDINANCE NO. 01-19)

Contractor will review and make recommendations to the governing body on applications for assistance for economic development projects and will review business plans, make introductions and provide

Initial: _____

Date: _____

recommendations of new business proposals within the community, and will also comply with all provisions and requirements as set forth in Chapter 33 of the Code of Las Vegas.

IV. DELIVERABLES

Contractor will submit to the Community Development Director a status/activity report and invoices on a quarterly basis for review and approval prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work. The report shall include the status of the activities in the preceding quarter and will include the Contractor's best estimates as to jobs developed, jobs saved and jobs recruited. Contractor shall present the quarterly report to the governing body at the next available meeting following submission to the Community Development Department.

V. PAYMENT

Payment to the Contractor shall be quarterly in the amount of **eight thousand seven hundred and fifty (\$8,750.00) each quarter**. The first payment is due with a signing of the contract and shall be deemed to cover the period from **July 1, 2015, to September 30, 2015**. Subsequent payments shall be made on a quarterly basis. The Contractor may submit an invoice for **\$8,750.00** with each quarterly report. The first such report shall be submitted on **July 1, 2015**. Subsequent reports shall be submitted in the month following the end of the calendar quarter throughout the term of this contract. With proper notice, the Contractor may be requested to present at a meeting of the governing body on the status/progress of this Contract. Payment will be made to the Contractor within ten (10) days of the approval of invoices.

VI. INSURANCE

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

VII. HOLD HARMLESS

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

Initial: _____

Date: _____

VIII. DISCLOSURE TO THE CITY

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

IX. NO FINANCIAL INTEREST

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

X. PREJUDICE

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

XI. POLITICAL ACTIVITY

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

XII. ASSIGNMENT

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

XIII. SUBJECT TO LAWS

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

Initial: _____

Date: _____

XIV. NO FURTHER LIABILITY

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

XV. JURISDICTION

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

XVI. TERMINATION

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

XVII. ENTIRE AGREEMENT

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

XVIII. AMENDMENT

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

XIX. AUTHORITY TO BIND THE CITY

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

Initial: _____
Date: _____

XX. INDEMNIFICATION

Contractor agrees to indemnify and defend the City from all claims, demands, actions, damages, costs, interest, attorney fees, and all other liabilities and expenses of any kind, from any source, which may arise out of the performance by Contractor of this Contract.

XXI. NOTICES

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

XXII. BRIBERY AND KICKBACKS

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

XXIII. TERM

The term of this Contract will be twelve (12) months and may be renewed annually on the anniversary date of the Contract unless notice of termination has been given to the Contractor sixty (60) days prior to the anniversary date of the Contract. Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least sixty (60) days prior to the anniversary date.

XXIV. APPEAL

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

Initial: _____
Date: _____

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

Dave Romero, City Attorney

SIGNED:

Elmer J. Martinez, City Manager

Las Vegas/San Miguel Economic Development, Inc.

DRAFT

Initial: _____
Date: _____

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 7/17/15

DEPT: Public Works

MEETING DATE: 7/29/15

ITEM/TOPIC: Resolution No. 15- 32 assuring the availability of matching funds for participation in the New Mexico Department of Transportation Municipal Cooperative Agreement (COOP) SP-4-16(906). Total project cost = \$50,000.00, State match = \$37,500.00, City share = \$12,500.00.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution #15-32, A Resolution Supporting the New Mexico Department of Transportation Municipal Cooperative Agreement/COOP-SP-4-16(906) for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehab, Drainage Improvements and Miscellaneous Construction to Various Entity Streets along South Pacific Street.

BACKGROUND/RATIONALE: As part of the cooperative agreement submittal criteria for the New Mexico Department of Transportation Municipal Cooperative Agreement (COOP), it is required that a Resolution of Support from the local Governing Body assuring matching funding availability accompany cooperative agreement. In complying with this criteria, staff is requesting that this Resolution be approved for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehab, Drainage Improvements and Miscellaneous Construction to Various Entity Streets along South Pacific Street. Budgetary provisions will be made in the Public Works budget during the 2015/16 fiscal cycle.

STAFF RECOMMENDATION: Approve Resolution

COMMITTEE RECOMMENDATION: -NA-

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

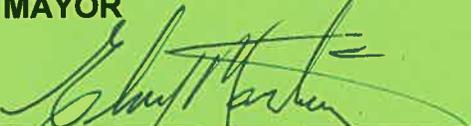


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**ALFONSO E. ORTIZ, JR,
MAYOR**



**ELMER J. MARTINEZ
CITY MANAGER**

**ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)**

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

**DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**

**CITY OF LAS VEGAS, NM
RESOLUTION NO. 15 - 32**

A Resolution Supporting the New Mexico Department of Transportation Municipal Cooperative Agreement/COOP-SP-4-16(906) for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehab, Drainage Improvements and Miscellaneous Construction to Various Entity Streets along South Pacific Street.

WHEREAS, the estimated cost of the above described project is fifty thousand dollars (\$50,000.00).

WHEREAS, the City of Las Vegas' governing body has declared improvements to said streets a necessity for the good and well being of citizens of Las Vegas, New Mexico and support cooperative agreement for these funds to accomplish the work; and

WHEREAS, the City of Las Vegas will agree to work in accordance with the funding requirements of the Municipal Cooperative Agreement/COOP-SP-4-16(906) provided it be successful in receiving the funding necessary for these improvements.

NOW, THEREFORE, be it and it hereby is resolved by the governing body of the City of Las Vegas that the cooperative agreement for the above funding be submitted to the New Mexico Department of Transportation, Municipal Cooperative Agreement/COOP-SP-4-16(906).

PASSED, APPROVED, AND ADOPTED this ____ day of July, 2015.

CITY OF LAS VEGAS

MAYOR

ATTEST:

CASSANDRA FRESQUEZ, CITY CLERK

DAVE ROMERO, CITY ATTORNEY
(for legal sufficiency only)



CITY OF LAS VEGAS

MAYOR ALFONSO E. ORTIZ, JR.

MEMORANDUM

TO: Mayor and Council

FROM:


Martin Gonzales
Public Works Director

THRU:


Elmer J. Martinez
City Manager

DATE: July 17, 2015

**RE: Supporting Resolution #15- Municipal Cooperative Agreement
Program/COOP-SP-4-15(957)**

As part of the cooperative agreement submittal criteria for the New Mexico Department of Transportation Municipal Cooperative Agreement Program/COOP-SP-4-16(906), it is required that a resolution of support from the local Governing Body.

In complying with this criteria, staff is requesting that this resolution be approved for COOP-SP-4-16(906), plan Design, Construction Management, Construction, Reconstruction, Pavement Rehab, Drainage Improvements and Miscellaneous Construction to Various Entity Streets along South Pacific Street; total project amount = \$50,000.00, State Match = \$37,500.00, City Match = \$12,500.00.

Budgetary provisions will be made in the Public Works Department's 2015/2016 fiscal year budget cycle, to implement this project, should it be funded by the New Mexico Department of Transportation.

Should you have any questions regarding this resolution, prior to the scheduled City Council Meeting, please contact this office at your convenience.

Enclosure

xc: Elmer Martinez, City Manager
2015/16 Municipal Cooperative Agreement (COOP) File

TONITA GIRON-GURULE
Councilor, Ward 1

VINCE HOWELL
Councilor, Ward 2

JOEY HERRERA
Councilor, Ward 3

DAVID L. ROMERO
Councilor, Ward 4

**CITY OF LAS VEGAS, NEW MEXICO
SOUTH PACIFIC RECONSTRUCTION**

Engineer's Opinion of Probable Construction Cost

50K Co-op - STA. 10+50.00 TO STA. 19+75.00

7/13/2015

SEQ. NO.	NMSHTD ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	203000	Unclassified Excavation	Cu. Yd.	120	\$ 12.00	\$ 1,440.00
2	303160	Base Course - 6"	Sq. Yd.	375	\$ 17.00	\$ 6,375.00
3	306100	Lime Treated Subgrade - 6"	Sq. Yd.	375	\$ 6.00	\$ 2,250.00
4	407001	Fog Seal	Sq. Yd.	3,100	\$ 5.00	\$ 15,500.00
5	422250	Minor Paving - 3.5"	Sq. Yd.	375	\$ 27.00	\$ 10,125.00
6	601110	Removal of Surfacing	Sq. Yd.	375	\$ 7.00	\$ 2,625.00
7	608004	Concrete Sidewalk - 4"	Sq. Yd.	102	\$ 33.00	\$ 3,366.00
8	608106	Drivepad - 6"	Sq. Yd.	12	\$ 54.00	\$ 648.00
9	609330	Concrete Mountable Curb & Gutter - 6"x24"	Lin. Ft.	20	\$ 18.00	\$ 360.00
10	609424	Concrete Vertical Curb & Gutter Type B - 6"x24"	Lin. Ft.	180	\$ 19.00	\$ 3,420.00
11	622501	Laboratory Testing Allowance	ALLOW	1	\$ 1,500.00	\$ 1,500.00
12	704000	Retroreflectorized Painted Markings 4"	Lin. Ft.	200	\$ 1.00	\$ 200.00
SUBTOTAL CONSTRUCTION						\$ 47,809.00
NMGRT @ 8.3958%						\$ 4,013.95
TOTAL CONSTRUCTION COST						\$ 51,822.95