



City of Las Vegas

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

Mayor Louie A. Trujillo

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
June 16, 2021–Wednesday– 5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

The public is invited to submit written comments for public input prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on June 16, 2021, addressed via email to the City Clerk at cfresquez@lasvegasnm.gov or faxed to (505) 425-7335.

AGENDA

*City Council Meetings are
Available via YouTube*

https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. PUBLIC INPUT (comments limited to topics on current agenda). Public Input submitted to the City Clerk via email or fax will be read into the record.**
- VII. MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
- VIII. COUNCILORS' REPORTS**
- IX. CITY MANAGER'S REPORT**

X. FINANCE REPORT

XI. BUSINESS ITEMS

1. Request approval to enter into a Professional Contract with Leo Maestas who was appointed City Manager at the June 9, 2021 council meeting.

Mayor Louie A. Trujillo As per City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.01. The Governing Body shall enter into a contract with the City Manager which shall establish, among other matters, compensation, benefits, duties and responsibilities.

2. Presentation and request for approval for the City's participation in the demolition of the building at the intersection of Bridge Street and Camino de las Escuelas.

Maria Gilvarry, Utilities Director Benefits include addressing safety concerns with the building, ensuring room for a 24 foot wide roadway, improving visibility at that intersection and ADA compliance. If the demolition occurs in a timely manner, the City will be able to include roadwork on Camino de las Escuelas with the NMDOT Plaza/Bridge Street project.

XII. BUDGET HEARING

Presentation and Discussion with City Manager, Finance Director and Department Directors on the Preliminary Fiscal Year 2021-2022 Budget.

XIII. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER IS EXEMPT PURSUANT TO THE OPEN MEETINGS ACT.

XIV. ADJOURN

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

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

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701 or the City's website at www.lasvegasnm.gov

GENERAL FUND REVENUE COMPARISON
THRU MAY 31, 2021 92% (91.63%) OF YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2021

	<u>Total Budget to Actual Comparison</u>					
	A	B	C	D	E	G
	FY 2020 BUDGET	FY 2021 BUDGET	FY 2021 YTD - BUDGET	FY 2020 YTD - ACTUAL	FY 2021 YTD - ACTUAL	FY 2020 (E/B) % REV
PROPERTY TAX	1,312,372	1,417,060	1,298,972	35,260	1,412,945	100%
GROSS RECEIPT TAX 1.225	3,550,000	3,058,351	2,803,488	299,400	3,574,787	117%
FRANCHISE TAX	750,000	750,000	687,500	57,946	726,033	97%
GROSS RECEIPT TAX .75	2,449,125	2,008,316	1,840,956	196,668	2,346,149	117%
1/8 INFRASTRUCTURE	372,000	318,763	292,199	31,072	286,287	90%
GRT .25 (JAN 2011)	1,060,000	877,561	804,431	89,302	1,048,253	119%
LICENSE & FEES	63,000	47,000	43,083	5,867	49,566	105%
INTERGOVERNMENTAL	76,500	71,500	65,542	7,187	71,669	100%
LOCAL-FINES	66,500	61,000	55,917	6,229	66,568	109%
LOCAL-MISC	1,667,450	1,798,485	1,648,611	126,890	1,857,289	103%
TOTAL	11,366,947	10,408,036	9,540,700	855,819	11,439,547	110%

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

FISCAL YEAR 2021							
<u>Total Budget to Actual Comparison</u>							
A	B	C	D	E	F	H	
	FY 2020 BUDGET	FY 2021 BUDGET	FY 2021 YTD - BUDGET	FY 2020 YTD - ACTUAL	FY 2021 YTD - ACTUAL	FY 2021 AVAIL. BAL.	(E/B) % BDGT
JUDICIAL	300,157	299,143	274,214	24,860	256,653	42,490	86%
GOVERNING BODY	72,409	62,383	57,184	6,028	52,440	9,943	84%
MAYOR	43,484	97,561	89,431	1,425	83,974	13,587	86%
MANAGER	264,452	222,013	203,512	15,264	207,697	14,316	94%
MUNICIPAL CLERK	270,729	262,841	240,938	20,330	233,209	29,632	89%
CITY ATTORNEY	218,052	226,928	208,017	11,123	197,841	29,087	87%
PERSONNEL/HR	249,961	324,634	297,581	19,712	255,593	69,041	79%
FINANCE	475,653	543,566	498,269	36,308	482,933	60,633	89%
COMMUNITY DEV.	506,791	573,555	525,759	25,738	465,031	108,524	81%
POLICE	4,277,031	4,038,424	3,701,889	320,452	3,294,263	744,161	82%
CODE ENFORCEMENT	142,021	80,817	74,082	5,769	58,591	22,226	72%
ANIMAL SHELTER	150,424	146,450	134,246	10,822	134,538	11,912	92%
FIRE	1,384,729	1,518,194	1,391,678	101,254	1,255,068	263,126	83%
PUBLIC WORKS/AIRPORT	487,071	708,829	649,760	42,787	394,584	314,245	56%
PARKS	290,323	543,116	497,856	17,120	412,985	130,131	76%
LIBRARY	232,272	241,828	221,676	18,033	207,955	33,873	86%
MUSEUM	154,939	157,881	144,724	6,241	111,744	46,137	71%
GENERAL SERVICES	2,723,568	2,089,217	1,915,116	101,174	1,085,325	1,003,892	52%
TRANSFERS	744,667	996,991	913,908	62,042	917,430	79,561	92%
TOTAL	12,988,733	13,134,371	12,039,840	846,483	10,107,853	3,026,518	77%

Surplus to date 1,331,694

LODGERS TAX PROMOTION - REVENUE COMPARISON
THRU MAY 31, 2021 - 92% (91.63%) OF YEAR LAPSED 11 OF 12 MONTHS
FISCAL YEAR 2021

	A	B	C	D	E	G (E/B)
	FY 2020 BUDGET	FY 2021 BUDGET	FY 2021 YTD - BUDGET	FY 2020 YTD - ACTUAL	FY 2021 YTD - ACTUAL	% REV
LODGER'S TAX PROMO	301,600	112,000	65,333	289,639	268,487	240%
LODGER'S TAX - INFRASTRUCTURE	75,400	22,400	13,067	51,506	67,122	300%
TOTAL	377,000	134,400	78,400	341,144	335,609	250%

LODGERS TAX PROMOTION - EXPENDITURE COMPARISON
THRU MAY 31, 2021 - 92% (91.63%) OF YEAR LAPSED 11 OF 12 MONTHS
FISCAL YEAR 2021

	A	B	C	D	E	F	H (E/B) %
	FY 2020 BUDGET	FY 2021 BUDGET	FY 2021 YTD - BUDGET	FY 2020 YTD - ACTUAL	FY 2021 YTD - ACTUAL	FY 2021 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	42,389	2,992	1,745	19,060	2,873	119	96%
OPERATING EXPENSES	24,100	12,328	7,191	14,676	5,908	6,420	48%
PUBLICATIONS & ADVERT	140,900	65,000	37,917	69,267	7,065	57,935	11%
CONTRACTUAL SERVICES	229,738	100,000	58,333	105,151	36,584	63,416	37%
CAPITAL OUTLAY	76,400	42,000	24,500	29,140	0	42,000	0%
TRANSFERS	41,956	40,002	23,335	38,444	36,654	3,348	92%
TOTAL	555,483	262,322	153,021	275,740	89,084	173,238	34%

Surplus to Date 246,524

RECREATION DEPARTMENT-REVENUE COMPARISON
THRU MAY 31, 2021 - 92% (91.63%) OF YEAR LAPSED 11 OF 12 MONTHS
FISCAL YEAR 2021

	A	B	C	D	E	G (E/B)
	FY 2020 BUDGET	FY 2021 BUDGET	FY 2021 YTD - BUDGET	FY 2020 YTD - ACTUAL	FY 2021 YTD - ACTUAL	% REV
WELLNESS CENTER	115,000	60,000	55,000	64,007	33,517	56%
OPEN SWIM	10,000	0	0	4,705	0	#DIV/0!
YABL/ADULT BASKETBALL	16,500	5,000	4,583	2,983	150	3%
SUMMER FUN PROGRAM	30,000	2,500	2,292	29,530	0	0%
RECREATION-OTHER	62,500	11,500	10,542	24,405	356	3%
GEN FUND TRANSFER	400,000	325,000	297,917	366,520	297,798	92%
TOTAL	634,000	404,000	370,333	492,150	331,820	82%

RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU MAY 31, 2021 - 92% (91.63%) OF YEAR LAPSED 11 OF 12 MONTHS
FISCAL YEAR 2021

	A	B	C	D	E	F	H (E/B) %
	FY 2020 BUDGET	FY 2021 BUDGET	FY 2021 YTD - BUDGET	FY 2020 YTD - ACTUAL	FY 2021 YTD - ACTUAL	FY 2021 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	619,444	282,215	258,697	525,137	219,504	62,711	78%
YABL/ADULT BASKETBALL	8,500	1,500	1,375	4,785	0	1,500	0%
OTHER OPERATING EXP.	83,850	102,885	94,311	53,577	75,375	27,510	73%
CAPITAL OUTLAY	9,500	2,800	2,567	2,367	2,669	131	95%
TOTAL	721,294	389,400	356,950	585,866	297,548	91,852	76%

Surplus to date 34,273

ENTERPRISE FUNDS-REVENUE COMPARISON
THRU MAY 31, 2021 92% (91.63%) YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2021

	<u>Total Budget to Actual Comparison</u>					
	A	B	C	D	E	G (E/B) %
	FY 2020 BUDGET	FY 2021 BUDGET	FY 2021 YTD - BUDGET	FY 2020 YTD - ACTUAL	FY 2021 YTD - ACTUAL	BUDGET
WASTE WATER (610)	3,419,600	3,143,800	2,881,817	2,588,002	2,806,739	89%
NATURAL GAS (620)	5,041,250	5,036,000	4,616,333	4,859,034	5,193,746	103%
SOLID WASTE (630)	3,413,400	3,394,107	3,111,265	3,162,866	3,100,424	91%
WATER (640)	5,172,720	5,645,564	5,175,100	4,543,748	4,388,937	78%
Total of Enterprise Funds	17,046,970	17,219,471	15,784,515	15,153,651	15,489,846	90%

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU MAY 31, 2021 92% (91.63%) YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2021

	<u>Total Budget to Actual Comparison</u>						
	A	B	C	D	E	F	H (E/B) %
	FY 2020 BUDGET	FY 2021 BUDGET	FY 2021 YTD - BUDGET	FY 2020 YTD - ACTUAL	FY 2021 YTD - ACTUAL	FY 2021 AVAIL. BAL.	BUDGET
WASTE WATER(610)	4,671,737	3,225,006	2,956,256	3,120,754	2,512,239	712,767	78%
NATURAL GAS (620)	6,930,179	6,084,827	5,577,758	4,379,425	4,661,960	1,422,867	77%
SOLID WASTE (630)	3,781,260	4,205,030	3,854,611	2,958,440	3,116,172	1,088,858	74%
WATER (640)	5,481,285	5,172,720	4,741,660	4,847,165	4,756,063	416,657	92%
Total of Enterprise Funds	20,864,461	18,687,583	17,130,284	15,305,785	15,046,433	3,641,150	81%

Surplus to date 443,413



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

Meeting Date: June 16, 2021

Date Submitted: 6/10/21

Department: Executive

Item: Request approval to enter into a Professional Contract with Leo Maestas who was appointed City Manager at the June 9, 2021 council meeting.

As per City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.01. The Governing Body shall enter into a contract with the City Manager which shall establish, among other matters, compensation, benefits, duties and responsibilities.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:
Mayor Louie Trujillo



City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

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

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

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

PROFESSIONAL SERVICE CONTRACT

CITY MANAGER

This Professional Service Contract ("Contract") is made and entered into on this ____ day of June, 2021 ("Effective Date"), by and between the City of Las Vegas, a New Mexico home-rule municipality ("City") and Leo Maestas ("Employee or "City Manager").

Whereas, pursuant to the City Charter, the Employee has been appointed as the City Manager for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council on June 9, 2021; and

Whereas, the City Charter requires that the Governing Body enter into a contract with the City Manager, which shall establish, among other matters compensation, benefits, duties and responsibilities; and

Whereas, pursuant to the terms of this Contract, the City desires to contract with Employee to serve as City Manager, and the Employee desires to serve as City Manager pursuant to the terms of this Contract.

Now, therefore, in consideration of the foregoing recitals to this Contract, which are incorporated herein by reference, and the covenants, terms, obligations and agreements set forth in this Contract, Employee and the City agree as follows:

1. **TERM:** This Contract shall begin on June 17, 2021, and will continue until the date of the Governing Body's organizational meeting anticipated to be held in April or May of 2022, or until terminated pursuant to this Contract, whichever comes first.
2. **DUTIES AND AUTHORITY:**
 - A. The City agrees to employ the Employee as the City Manager for the City to perform the functions and duties specified in this Contract, any job description adopted by the City Council and the duties outlined in the Charter of the City of Las Vegas.
 - B. Mayor and Council shall review and evaluate the performance of the Employee, at least once annually following the adoption of the annual operating budget or at any other time the Governing Body shall so determine. Said review and evaluation shall be in accordance with specific goals and performance objectives as determined necessary for the operations of the City utilizing an evaluation form created by Mayor and Council.
3. **COMPENSATION:** City agrees to pay Employee an annual base salary of \$100,000.00 per annum, payable in installments at the same time that the other management employees of the City are paid.

4. **INSURANCE BENEFITS:** The City agrees to provide and pay the same City portions of the insurance benefits, which are provided to all other employees of the City.

5. **VACATION, SICK, AND MILITARY LEAVE:** The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. **MISCELLANEOUS BENEFITS:**

A. The City Manager may have the use of a City owned and maintained vehicle for City related purposes.

B. The City agrees to enroll the City Manager into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees received.

7. **GENERAL BUSINESS EXPENSES:**

A. The City agrees to budget and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the City determines that these expenses are necessary for the Employee's professional participation and in the best interests of the City.

B. The City shall allow the Employee to attend training programs with the NM Municipal League and other similar programs to allow the Employee's professional advancement. The City shall pay for the tuition, per diem and mileage expenses if the trainings have been approved in advance by the Mayor and City Council.

C. The City shall provide sufficient support staff for the Employee.

D. The City shall provide Employee with a computer, software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication.

8. **TERMINATION:**

A. The Employee understands and agrees that the Employee serves at the will of the Governing Body pursuant to the terms of the City Charter and that the Employee may be suspended or removed with or without cause, for any reason or no reason at all, at any time by the Mayor, subject to approval of the City Council, or by a majority vote of all members of the Governing Body.

B. Should the Employee be terminated as outlined herein, this Contract will immediately become null and void.

- C. Upon termination, the Employee shall be entitled to receive pay for the hours Employee has worked to the point of termination, as well as for the accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Under no circumstances shall the Employee have a right to severance pay.
9. **RESIGNATION**: In the event that Employee voluntarily resigns from the City, the Employee shall provide a minimum of 14 days notice in writing to the Governing Body. The Employee is entitled to accrued annual leave in accordance with the City Personnel Ordinance.
10. **SEVERABILITY**: The invalidity or partial invalidity of any portion of this Contract will not affect the validity of any other provision.
11. **HOURS OF WORK**: The Employee shall work a minimum of 40 hours per week, plus be available for City needs outside the regular business hours without additional compensation.
12. **OTHER PARTIES**: By entering into this Contract, the City and Employee do not intend to create any right, title or interest in or for the benefit of any person other than the City and Employee. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary.
13. **LAW THAT APPLIES**: This Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and the proper jurisdiction and venue for any legal action or cause of action regarding this Contract shall be the Fourth Judicial District Court in San Miguel County, New Mexico. This Contract shall be governed by the laws of New Mexico.
14. **ENTIRE AGREEMENT**: This Contract constitutes the entire agreement between the City and Employee. Any prior agreement, terms or representations, whether written or oral, are fully merged into and superseded by this Contract. No statement, promise or inducement made by the City or Employee, either written or oral, which is not contained in this Contract, is binding between the City and Employee. No changes or amendments to this Contract shall be effective, except those in writing and signed by the City and Employee.
15. **NO WAIVER**: No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
16. **APPROPRIATIONS**: The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and the City for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature of the City, this Contract shall terminate immediately upon written notice being given by the City to Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the

Employee and shall be final. If the City proposes an amendment to the Contract unilaterally reduce funding, the Employee shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT: The Employee warrants that the Employee presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Employee certifies that the requirements of Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

18. PENALTIES FOR VIOLATION OF LAW: The New Mexico Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Approved by the Governing Body on June _____, 2021.

Louie A. Trujillo
Mayor of the City Of Las Vegas

Leo Maestas

ATTEST:

Casandra Fresquez, City Clerk

Reviewed as to legal sufficiency only:

Scott Aaron, City Attorney



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

Meeting Date: June 16, 2021

Date Submitted: 06/04/21

Department: Utilities

Item/Topic: Presentation and request for approval for the City's participation in the demolition of the building at the intersection of Bridge Street and Camino de las Escuelas. Benefits include addressing safety concerns with the building, ensuring room for a 24 foot wide roadway, improving visibility at that intersection and ADA compliance. If the demolition occurs in a timely manner, the City will be able to include roadwork on Camino de las Escuelas with the NMDOT Plaza/Bridge Street project.

Fiscal Impact: \$15,000 from the general fund for the demolition and expenses related to the change of ownership of a portion of the property.

Attachments: Map

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

Approved For Submittal By:



Department Director



City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

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

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

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





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

Meeting Date: June 16, 2021

Date Submitted: 6/10/2021

Department: Finance

Item/Topic: Presentation and Discussion with City Manager, Finance Director and Department Directors on the Preliminary Fiscal Year 2021-2022 Budget.

Fiscal Impact:

Attachments: FY 22 Preliminary Budget Book

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

Approved For Submittal By:



Department Director


City Manager

Reviewed By:



Finance Director

City Attorney (Approved as to Form)

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