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 15, 2022–Wednesday– 5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701

Public comments can be made in person at the meeting **OR** submitted in writing to the City Clerk no later than 4:30 p.m. on June 15, 2022, via email to 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; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.) 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

- Appointment of Matt Martinez to Lodger's Tax Board
- Appointment of Helen Strader to Lodger's Tax Board

VIII. COUNCILORS' REPORTS

IX. POLICE CHIEF'S REPORT

X. FINANCE REPORT

XI. PRESENTATIONS (Not to exceed 10-15 minutes per person)

- Presentation by City Manager, Leo Maestas providing an update on the animal shelter services.

XII. BUSINESS ITEMS

1. Request approval of contract between the City of Las Vegas and Las Vegas First Independent Business Alliance (LVFIBA) for Billboards on State Highway 518 and Southbound I-25.

Leo Maestas, City Manager The Billboards will be used for advertising and promotion of tourist related events and attractions as requested and required by the City to occur during 2022 and 2023.

2. Request approval of Lodger's Tax funding in the amount of $4,800.00 for marketing of the Las Vegas First Business Alliance (LVFIBA) Friday's Al Fresco **summer** session.

Leo Maestas, City Manager The Friday's Al Fresco summer session will start on July 8 through August 12, 2022 and will start at 5:30 p.m. for two hours at the Plaza Park.

3. Request approval of Lodger's Tax funding in the amount of $4,800.00 for marketing of the Las Vegas First Independent Business Alliance (LVFIBA) Friday's Al Fresco **fall** session.

Leo Maestas, City Manager The Friday's Al Fresco fall session will start on August 19 through September 23, 2022 and will start at 5:30 p.m. for two hours at the Plaza Park.

4. Request approval of Lodger's Tax funding in the amount of $1,164.62 for marketing of the Las Vegas Art Council (LVAC) spring benefit show.

Leo Maestas, City Manager The Spring Benefit Show will take place at the Las Vegas Arts Gallery on 140 Bridge Street on a date to be determined.

5. Request approval of Lodger's Tax funding in the amount of $1,500.00 for marketing of Citizens Committee of Historic Preservation (CCHP) Holiday Home Tour 2022.

Leo Maestas, City Manager The Holiday Home Tour event usually coincides with the City of Las Vegas electric light parade held the first week of December. This event highlights historical homes within the historical districts.

6. Request approval of Lodger's Tax funding in the amount of $3,000.00 for marketing of Citizens Committee of Historic Preservation (CCHP) Places with the past & Heritage Week.

Leo Maestas, City Manager The Places with the Past & Heritage Week event will take place from August 5 through August 12, 2022 which provides tours of over 200 historic homes.

7. Request approval of Lodger's Tax funding in the amount of $65,000.00 from the Non-Profit Collaboration (Las Vegas/San Miguel Chamber) for the Media Marketing Campaign.

Leo Maestas, City Manager This request is not for an event, but for the creation and implementation of a media marketing campaign to bring travel writers to Las Vegas and familiarize them with what Las Vegas has to offer as a year-round travel destination, and through their editorial coverage create a desire for travelers to visit Las Vegas.

8. Request approval of Lodger's Tax funding in the amount of $40,770.00 to MainStreet de Las Vegas for infrastructure improvements to downtown Las Vegas.

Leo Maestas, City Manager MainStreet de Las Vegas is requesting funding for street furniture for the three historic downtown districts. This includes streetlamps, benches, trash receptacles and flower planter boxes.

9. Request approval of Lodger's Tax funding in the amount of $5,000.00 for marketing of the Las Vegas Gay Pride Celebration.

Leo Maestas, City Manager The Gay Pride Celebration will take place from September 23 through September 24, 2022.

10. Request approval of Lodger's Tax funding in the amount of $20,000.00 for the City of Las Vegas Salute to Troops Celebration.

Leo Maestas, City Manager The Salute to Troops Celebration is a tribute to our soldiers and will take place at the Plaza Park on August 28, 2022.

11. Request approval of Lodger's Tax funding in the amount of $40,000.00 for the City of Las Vegas 4th of July Fiestas Celebration.

Leo Maestas, City Manager The City of Las Vegas 4th of July Fiestas Celebration will take place from July 1st through July 4, 2022.

12. Request approval of Resolution No. 22-29, a resolution establishing reasonable notice of City Council Meetings in compliance with the Open Meetings Act (OMA).

Casandra Fresquez, City Clerk As per OMA, a resolution is required annually. This resolution repeals and replaces all previous City of Las Vegas resolutions regarding "Reasonable notice of City Council Meetings in compliance with the open meetings act". Only those Boards, Commissions and Committees that are subject to OMA are listed on the Open Meetings Act Resolution. Resolution will be effective July 1, 2022.

13. Request approval to allow City Manager, Leo Maestas to enter into an engagement agreement with Virtue and Najjar law firm for legal services.

Scott Aaron, City Attorney The City of Las Vegas requires legal services from Virtue and Najjar law firm.

14. Request approval of Resolution 22-28, budget adjustment.

Dominic Chavez, Interim Finance Director The City of Las Vegas is in need of making a budget adjustment in the 2021-2022 fiscal budget to include a revenue and expense increase to Fund 214 Street Coop Projects in the amount of $86,757 and Fund 220 Capital Projects in the amount of $15,000.

15. Request approval of Resolution 22-31 extending emergency proclamation declaring fireworks restrictions for an additional 30 days.

Steven Spann, Fire Chief Firework's restrictions need to be extended an additional 30 days due to the continued and extreme fire and drought conditions in accordance to Fireworks Licensing and Safety Act NMSA 1978 § 60-2C-8.1.

16. MainStreet contract update.

Michael Peranteau, MainStreet Executive Director Mr. Peranteau will give an update on the current MainStreet contract.

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**

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

POLICE DEPARTMENT

Chief Antonio Salazar

MONTHLY REPORT
May 2022

OPERATIONAL UPDATE(S):

I. Field Operations Division (Patrol) dates from May 01 thru May 31, 2022.

a. 1613 incoming Calls for service
b. 161 Traffic Citations
c. 19 Non Traffic citations
d. 39 Parking citations issued
e. 11 Burglary calls for service
f. 6 reports taken for burglary
g. 26 Arrests made

Special Operations conducted for the month of May 2022

- Selective Traffic Enforcement Patrol (S.T.E.P.) was conducted on May 27, 2022 And May 28, 2022.
- Buckle up & Click it or Ticket Traffic Enforcement was conducted on May 31, 2022

❖ Three (3) police recruits completed the Basic Police Officer Training Academy on May 18, 2022. These officers are now classified as Certified Police Officers.

II. Code Enforcement Dates for the Month of May 2022

- **On March 14, 2022 Code enforcement division was temporarily transferred to the police department.**

a. 54 Calls for service
b. 10 Abandoned Vehicle tags
c. 7 red tags issued
d. 5 Citations Issued
e. 4 Vehicles towed
f. 1 Business license check conducted and completed
g. Code Enforcement were been assigned to assist with road blocks for the Calf/Hermit Fire in the beginning part of May.

III. Animal Control Dates for the Month of May 2022

a. **182** Animal control calls for service
b. **23** Citations issued to pet owners
c. **14** written warnings issued to pet owners
d. **11** Animal Seizures
e. **2** Animal Cruelty cases pending
f. **41** Animal intakes to AWC

IV. Information Division (Records) numbers only reflect items processed from May 01 thru May 31, 2022.

a. 103 Offense Incident Reports entered into TYLER system
b. 21 Traffic accident reports entered
c. 238 Citations were entered
d. 128 Customers attended
e. 318 offense Incident and traffic accident reports scanned.
f. 19 City of Las Vegas IPRA's Completed

Information Division (Records) continuing to work on:

- Training of new employee
- Destruction order for 2004-2017 Citations
- Destruction order for 2005-2016 Incident reports
- Destruction order for Miscellaneous documents

V. Communications Division incoming calls for May 01 thru May 31, 2022.

a. **1904** total calls for service
b. **699** incoming 911 calls
c. **654** Answered 911 calls
d. **45** Abandoned 911 calls (dispatch personnel are required to redial the caller when 911 calls are abandoned)
e. **1613** police calls
f. **84** Fire calls
g. **174** AMR (Medic) calls
h. **50** Animal Control calls
i. **54** Code Enforcement calls
j. **0** City on call (after 5pm)

VI. **Street Crimes- Investigations/Narcotics/Evidence Sections dates May 01 thru May 31, 2022.**

Street Crimes Unit:

a. 10 Assigned Cases (investigated for follow-up)
b. 8 Self initiated cases
c. 4 Arrest made
d. 2 Stolen vehicles recovered
e. 6 Search warrants
f. 5 Cases Closed

Evidence Seized by Agents/Investigations/Police Officers throughout the month of May 01 thru May 31, 2022:

a. 90 Evidence turned in
b. 164 Evidence cases in
c. 2 Items property released
d. 87 cases at NMDPS lab
e. 1 cases at NMRCFL
f. 0 Firearm seized (patrol)
g. 25.6 grams methamphetamine (patrol)
h. 0 strips of Suboxone (patrol)
i. 6 IPRA request CD-R/DVD-R
j. 0 gram of Fentanyl
k. 0 gram of marijuana
l. 2.5 grams of cocaine
m. $1,660.00 Seized

Meetings and trainings attended for the month of May by Street Crimes-Investigations/Narcotics/Evidence Section

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

Street Crimes Unit responded to 60 calls for service for the month of May 2022. Investigations assisted with evacuations and patrols of Gallinas Canyon due to requests of the Sheriff's Department with evacuated homes for preventing burglaries.

VII. Training/Recruiting/Events & Vacancies for the month of May 2022

Travel/Training:

- One (1) Police Personnel and One (1) Civilian attended the 2022 NM Gang Task force Conference in Santa Ana Pueblo, NM on May 1, thru May 4, 2022.
- Three (3) Police Personnel attended BPOT #203 Graduation in Santa Fe, NM on May 18, 2022.
- Chief Salazar attended the 2022 Alliance for Hope Family Justice Center Conference in San Diego, California May 24, thru May 28, 2022.
- Four (4) Police Officers attended Long Rifle Qualifications Training on May 24, 2022.

Recruiting/Hiring/Promotions:

- A Communications Manager was hired for the dispatch section on May 16, 2022.
- Three (3) police officers graduated from BPOT class #203 on May 18, 2022.
- Written exams/oral interviews for the vacant Sergeant positions were conducted on May 20, 2022.
- A request to promote two (2) police officers for the vacant sergeant positions has been submitted pending approval.
- A personnel order was distributed to all personnel to submit a letter of interest/resume for the vacant Lieutenant position on May 24, 2022.

Vacancies:

a. 1 Police Lieutenant
b. 2 Sergeant
c. 9 Police Officers
d. 4 Communication Specialist (Dispatcher)
e. 1 Animal Control Supervisor
f. 2 Animal Control

GENERAL FUND REVENUE COMPARISON
THRU MAY 31, 2022 (91.63%) OF YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2022

Total Budget to Actual Comparison

	A	B	C	D	E	G
	FY 2021 BUDGET	FY 2022 BUDGET	FY 2021 YTD - BUDGET	FY 2021 YTD - ACTUAL	FY 2022 YTD - ACTUAL	(E/B) FY 2020 % REV
PROPERTY TAX	1,417,060	1,467,869	1,345,547	1,412,945	1,338,958	91%
GROSS RECEIPT TAX 1.225	3,058,351	3,696,700	3,388,642	3,574,787	3,786,023	102%
FRANCHISE TAX	750,000	750,000	687,500	726,033	718,163	96%
GROSS RECEIPT TAX .75	2,008,316	2,449,125	2,245,031	2,346,149	2,485,513	101%
1/8 INFRASTRUCTURE	318,763	372,000	341,000	286,287	396,594	107%
GRT .25 (JAN 2011)	877,561	1,060,000	971,667	1,048,253	1,078,396	102%
INTERSTATE TELECOM/COMP TAX	0	250,000	229,167	-	127,327	51%
LICENSE & FEES	47,000	63,000	57,750	49,566	54,441	86%
INTERGOVERNMENTAL	71,500	71,500	65,542	71,669	72,707	102%
LOCAL-FINES	61,000	106,500	97,625	66,568	82,044	77%
LOCAL-MISC	1,798,485	2,074,580	1,901,698	1,857,289	2,073,876	100%
TOTAL	10,408,036	12,361,274	11,331,168	11,439,547	12,214,042	99%

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

FISCAL YEAR 2022

Total Budget to Actual Comparison

	A	B	C	D	E	F	H
	FY 2021 BUDGET	FY 2022 BUDGET	FY 2022 YTD - BUDGET	FY 2021 YTD - ACTUAL	FY 2022 YTD - ACTUAL	FY 2022 AVAIL. BAL.	(E/B) % BDGT
JUDICIAL	299,143	343,535	314,907	256,653	273,180	70,355	80%
GOVERNING BODY	62,383	62,383	57,184	52,440	51,257	11,126	82%
MAYOR	97,561	171,068	156,812	83,974	50,799	120,269	30%
MANAGER	222,013	283,330	259,719	207,697	248,506	34,824	88%
MUNICIPAL CLERK	262,841	313,442	287,322	233,209	271,161	42,281	87%
CITY ATTORNEY	226,928	233,815	214,330	197,841	171,160	62,655	73%
PERSONNEL/HR	324,634	365,536	335,075	255,593	285,774	79,762	78%
FINANCE	543,566	645,125	591,365	482,933	496,306	148,819	77%
COMMUNITY DEV.	573,555	713,041	653,621	465,031	554,252	158,789	78%
POLICE	4,038,424	4,393,569	4,027,438	3,294,263	3,357,142	1,036,427	76%
CODE ENFORCEMENT	80,817	9,900	9,075	58,591	2,907	6,993	29%
ANIMAL SHELTER	146,450	262,440	240,570	134,538	150,381	112,059	57%
FIRE	1,518,194	1,580,346	1,448,651	1,255,068	1,400,326	180,020	89%
PUBLIC WORKS/AIRPORT	708,829	867,839	795,519	394,584	591,148	276,691	68%
PARKS	543,116	576,499	528,457	412,985	397,869	178,630	69%
LIBRARY	241,828	366,282	335,759	207,955	308,503	57,779	84%
MUSEUM	157,881	182,772	167,541	111,744	110,653	72,119	61%
GENERAL SERVICES	2,089,217	4,648,728	4,261,334	1,085,325	1,506,573	3,142,155	32%
TRANSFERS	996,991	917,352	840,906	917,430	840,689	76,663	92%
TOTAL	13,134,371	16,937,002	15,525,585	10,107,853	11,068,586	5,868,416	65%

Surplus to date 1,145,456

ENTERPRISE FUNDS-REVENUE COMPARISON
THRU MAY 31, 2022 (91.63%) YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2022

Total Budget to Actual Comparison

	A	B	C	D	E	G
	FY 2021 BUDGET	FY 2022 BUDGET	FY 2022 YTD - BUDGET	FY 2021 YTD - ACTUAL	FY 2022 YTD - ACTUAL	(E/B) % BUDGET
WASTE WATER (610)	3,143,800	3,141,800	2,879,983	2,806,739	3,019,322	96%
NATURAL GAS (620)	5,036,000	5,436,000	4,983,000	5,193,746	5,427,207	100%
SOLID WASTE (630)	3,394,107	3,405,400	3,121,617	3,100,424	3,211,843	94%
WATER (640)	5,645,564	5,176,220	4,744,868	4,388,937	4,534,813	88%
Total of Enterprise Funds	17,219,471	17,159,420	15,729,468	15,489,846	16,193,185	94%

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU MAY 31, 2022 (91.63%) YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2022

Total Budget to Actual Comparison

	A	B	C	D	E	F	H
	FY 2021 BUDGET	FY 2022 BUDGET	FY 2022 YTD - BUDGET	FY 2021 YTD - ACTUAL	FY 2022 YTD - ACTUAL	FY 2022 AVAIL. BAL.	(E/B) % BUDGET
WASTE WATER(610)	3,225,006	3,289,814	3,015,663	2,512,239	2,374,300	915,514	72%
NATURAL GAS (620)	6,084,827	6,203,037	5,686,117	4,661,960	4,699,495	1,503,542	76%
SOLID WASTE (630)	4,205,030	3,848,865	3,528,126	3,116,172	2,773,666	1,075,199	72%
WATER (640)	5,172,720	5,371,579	4,923,947	4,756,063	4,172,045	1,199,534	78%
Total of Enterprise Funds	18,687,583	18,713,295	17,153,854	15,046,433	14,019,506	4,693,789	75%

Surplus to date 2,173,678

RECREATION DEPARTMENT-REVENUE COMPARISON
THRU MAY 31, 2022 (91.63%) OF YEAR LAPSED 11 OF 12 MONTHS
FISCAL YEAR 2022

	A	B	C	D	E	G
	FY 2021 BUDGET	FY 2022 BUDGET	FY 2022 YTD - BUDGET	FY 2021 YTD - ACTUAL	FY 2022 YTD - ACTUAL	(E/B) % REV
WELLNESS CENTER	60,000	115,000	105,417	33,517	43,408	38%
OPEN SWIM	0	10,000	9,167	0	0	0%
YABL/ADULT BASKETBALL	5,000	16,500	15,125	150	0	0%
SUMMER FUN PROGRAM	2,500	99,078	90,822	0	50,340	51%
RECREATION-OTHER	11,500	266,500	244,292	356	3,644	1%
GEN FUND TRANSFER	325,000	420,686	385,629	297,798	385,475	92%
TOTAL	404,000	927,764	850,450	331,820	482,865	52%

RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU MAY 31, 2022 (91.63%) OF YEAR LAPSED 11 OF 12 MONTHS
FISCAL YEAR 2022

	A	B	C	D	E	F	H
	FY 2021 BUDGET	FY 2022 BUDGET	FY 2022 YTD - BUDGET	FY 2021 YTD - ACTUAL	FY 2022 YTD - ACTUAL	FY 2022 AVAIL. BAL.	(E/B) % BDGT
EMPLOYEE EXP.	282,215	531,903	487,578	219,504	288,261	243,642	54%
YABL/ADULT BASKETBALL	1,500	16,500	15,125	0	11,281	5,219	68%
OTHER OPERATING EXP.	102,885	175,428	160,809	75,375	93,898	81,530	54%
CAPITAL OUTLAY	2,800	(1,000)	(917)	2,669	0	(1,000)	0%
TOTAL	389,400	722,831	662,595	297,548	393,439	329,392	54%

Surplus to date 89,426

LODGERS TAX PROMOTION - REVENUE COMPARISON
THRU MAY 31, 2022 (91.63%) OF YEAR LAPSED 11 OF 12 MONTHS
FISCAL YEAR 2022

	A	B	C	D	E	G (E/B)
	FY 2021 BUDGET	FY 2022 BUDGET	FY 2022 YTD - BUDGET	FY 2021 YTD - ACTUAL	FY 2022 YTD - ACTUAL	% REV
LODGER'S TAX PROMO	112,000	376,000	219,333	268,487	382,090	102%
LODGER'S TAX - INFRASTRUCTURE	22,400	94,000	54,833	67,122	95,523	102%
TOTAL	134,400	470,000	274,167	335,609	477,613	102%

LODGERS TAX PROMOTION - EXPENDITURE COMPARISON
THRU MAY 31, 2022 (91.63%) OF YEAR LAPSED 11 OF 12 MONTHS
FISCAL YEAR 2022

	A	B	C	D	E	F	H (E/B)
	FY 2021 BUDGET	FY 2022 BUDGET	FY 2022 YTD - BUDGET	FY 2021 YTD - ACTUAL	FY 2022 YTD - ACTUAL	FY 2022 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	2,992	0	0	2,873	0	0	#DIV/0!
OPERATING EXPENSES	12,328	18,350	10,704	5,908	12,337	6,013	67%
PUBLICATIONS & ADVERT	65,000	328,650	191,713	7,065	167,031	161,619	51%
CONTRACTUAL SERVICES	100,000	20,000	11,667	36,584	0	20,000	0%
CAPITAL OUTLAY	42,000	97,900	57,108	0	69,790	28,110	71%
TRANSFERS	40,002	40,000	23,333	36,654	36,652	3,348	92%
TOTAL	262,322	504,900	294,525	89,084	285,810	219,090	57%

Surplus to Date	191,803

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: June 15, 2022

Date Submitted: 6/9/22 **Department:** Community Development

Item/Topic: Request approval of Contract between the City of Las Vegas and Las Vegas First Independent Business Alliance 2022/2023 Billboards State Highway ~~581~~ 518 and Southbound I-25.

The Billboards will be used for advertising and promotion of tourist related events and attractions as requested and required by the City to occur during 2022 and 2023.

Fiscal Impact: $17,726.16

Attachments: Proposed Contract/Current Contract

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

Approved For Submittal By:

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 _____

CONTRACT BETWEEN THE CITY OF LAS VEGAS AND LAS VEGAS FIRST INDEPENDENT BUSINESS ALLIANCE 2022/2023 BILLBOARDS STATE HIGHWAY 518 AND SOUTHBOUND I-25

This Contract is entered into this 1st day of July, 2022 ("Effective Date") and shall automatically terminate on June 30, 2023, between the City of Las Vegas, New Mexico, a home-rule municipality ("City") and Las Vegas First Independent Business Alliance, a New Mexico nonprofit corporation ("Contractor"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

Whereas, the Contractor has agreed to assist the City in advertisement and promotion of tourist-related events and attractions as requested and required by the City to occur during 2022 and 2023 (collectively "Events"), specifically for the billboards located on State Highway 518 and Southbound I-25 (collectively the "Billboards"); and

Whereas, the City commits financial support for this advertising from the Effective Date through June 30, 2023 (the "Contract Term") prorated on a fiscal year or project completion basis in an amount during the Contract Term not to exceed a total of $17,726.16 to be paid to the Contractor under the terms and conditions of this Contract.

Now, therefore, in consideration of the foregoing recitals and any attachments or exhibits to this Contract, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the City agree as follows:

The City will pay on invoices where work (described under Section A, Scope of Work) has been completed and services have been provided to the City according to the schedule indicated. To be paid for any invoice, the Contractor must be current with the following reporting requirements:

A. SCOPE OF WORK

Contractor agrees to provide all advertising and promotion for the Events as offered in Contractor's proposal and as may be further requested by the City.

1. Advertising and promotional materials must be professional and aimed at attracting outside visitors and maximum attendance to the Events and more generally to Las Vegas, New Mexico.
2. Contractor acknowledges the purpose of any and all marketing and promotion of the Events and branding is to effectively entice maximum participation in the Events, communication the distinct assets of Las Vegas and surrounding community, and create professional materials that promote Events attendance and position the City as a prime tourist destination;

3. Contractor must include the official City logo adopted March 18, 2015 ("Official Logo") or City Seal on all advertising and promotional materials. Billboards for the New Mexico True grant shall replace the logo with the "Las Vegas is NM True" logo. The Official Logo or City Seal shall be the indication that funding was provided by the City of Las Vegas Lodgers Tax and the words "funding was provided by Lodgers Tax" shall not be required; Radio advertisements must include the verbiage "paid for by the City of Las Vegas Lodgers Tax;"
4. The Contractor agrees, upon demand of the City, to replace the vinyl on the Billboards a maximum of three times during the Contract Term;
5. All invoices, supporting documents, and the appropriate detailed documentation from the Contractor must be submitted to the City no later than June 1, 2023. Detailed documentation includes invoices to the Contractor, tear-sheets, examples or copies of advertisements, and assurance to City of ads validity and publication;
6. Documents are to be submitted to the City of Las Vegas, Attn: Community Development-Marketing, 1700 N. Grand Avenue, Las Vegas, NM 87701, with a copy to the City Manager's office;
7. Contractor must contact the Community Development Division of the City to schedule a Marketing Outcome Presentation to occur prior to the end of the Contract Term;
8. The Contractor agrees it is an independent contractor and not an agent of the City;
9. The Contractor agrees, upon demand of the City, to its open books for an audit by the City;
10. Contractor agrees that if any amounts are owed to any division within the City it may cause said reimbursement to be delayed or withheld.

B. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work as detailed in Section A.

C. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor or outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

D. PAYMENT

Payment to the Contractor shall be prorated from the Effective Date through the end of the Contract Term and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

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, (V) any other detailed reporting as indicated in Addendum A attached and made part of this document. The Contractor shall submit reports and original invoices to the City's Community Development Department with a copy to the City Manager's office.

E. INSURANCE

The Contractor will furnish the 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. The endorsement shall include the relevant portions of the Contractor's insurance policy that shows the City as an additional insured.

F. 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, judgements, damages, liabilities, lawsuits, expenses, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of this Contract or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or termination of this Contract.

G. 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 prior to the execution of this Contract. In addition, at such times and in such form as the City Council may require, Contractor shall furnish the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract and the Contractor 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 Contract subject to the limitations set out above.

H. 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 ensure compliance.

I. PREJUDICE

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

J. 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.

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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 of 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.

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

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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 without limitation payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

N. 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 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.

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The City may, with or without cause, terminate this Contract at any time upon ten (10) 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 cause, 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.

P. 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.

Q. AMENDMENT

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

R. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract 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.

S. 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.

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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.

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

V. TERM

The Contract Term of this Contract will be July 1, 2022 thru June 30, 2023.

W. 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 duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

CITY OF LAS VEGAS:

William Taylor Ph.D., City Manager

Las Vegas First Independence Business Alliance

John Goodwin, LVFIBA

ATTEST

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Scott Aaron, City Attorney

New Mexico/El Paso
1600 Airtech Court SE
Albuquerque, NM 87106
Phone: 505-255-4460
Fax: 505-266-4419

LAMAR

CONTRACT # 3838556

Date: 5/4/2022
New/Renewal: RENEWAL
Account Executive: Pamela Martinez
Phone: 505-255-4460

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	272506-0
Name	LAS VEGAS FIRST, IBA
Address	1320 6TH STREETPO BOX 2004
City/State/Zip	LAS VEGAS, NM 87701-4315
Contact	John Goodwin
Email Address	jdg@reagan.com
Phone #	(575) 760-4844
Fax #	(505) 426-8178
P.O./ Reference #	
Advertiser/Product	LAS VEGAS FIRST, IBA
Campaign	

Space

# of Panels: 3 — Billing Cycle: Monthly

Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
3101 139719	296-LAS VEGAS, NM	I 25 E/L.42NMP339 MP 339.42	Yes	Perm Bulletin	10' 0" x 40' 0"		07/01/22-06/30/23	12	$434.10	$5,209.20
3242 139754	296-LAS VEGAS, NM	I 25 E/L.73NMP352 MP 352.73	No	Perm Bulletin	10' 0" x 40' 0"		07/01/22-06/30/23	12	$121.54	$1,458.48
3292 139761	296-RATON, NM	I 25 E/L.87NMP385 MP 385.87	No	Perm Bulletin	10' 0" x 40' 0"		07/01/22-06/30/23	12	$121.54	$1,458.48

Total Space Costs: $8,126.16

Special Considerations: 5% Renewal increase applied. Panels billed monthly. Lamar requires 5 business days to post, weather permitting. In the case of litigation, Bernalillo County, NM will be the venue.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer
(Officer/Title)
of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer: LAS VEGAS FIRST, IBA

Signature: _____ (signature above)

Name: _____ (print name above)

Date: _____ (date above)

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE: Pamela Martinez | GENERAL MANAGER | DATE

STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.

New Mexico/El Paso
1600 Airtech Court SE
Albuquerque, NM 87106
Phone: 505-255-4460
Fax: 505-266-4419

LAMAR

CONTRACT # 3838556

Date: 5/4/2022
New/Renewal: RENEWAL
Account Executive: Pamela Martinez
Phone: 505-255-4460

2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.

3. Payment Terms: Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.

4. Service Interruptions: If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.

5. Entire Agreement: This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

6. Copy Acceptance: Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.

7. Termination: All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.

8. Materials/Storage: Production materials will be held at customer's written request. Storage fees may apply.

9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.

10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

Agreement / Contract
No 3745-21
City of Las Vegas
Date

CONTRACT BETWEEN THE CITY OF LAS VEGAS AND LAS VEGAS FIRST INDEPENDENT BUSINESS ALLIANCE 2021/2022 BILLBOARDS SOUTHBOUND I-25 AND NORTHBOUND I-25

This Contract is entered into this 1st day of July, 2021 ("Effective Date") and shall automatically terminate on June 30, 2022, between the City of Las Vegas, New Mexico, a home-rule municipality ("City") and Las Vegas First Independent Business Alliance, a New Mexico nonprofit corporation ("Contractor"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties." This Contract rescinds and replaces the former contract entitled "Contract Between the City of Las Vegas and Las Vegas First Independent Business Alliance 2021/2022 Billboards Southbound I-25 and Northbound I-25."

Recitals

Whereas, the Contractor has agreed to assist the City in advertisement and promotion of tourist-related events and attractions as requested and required by the City to occur during 2021 and 2022 (collectively "Events"), specifically for the billboards located at Northbound of I-25 Mile Marker 339.42, Southbound I-25 Mile Marker 385.87 and Southbound of I-25 Mile Marker 351.29 (collectively the "Billboards"); and

Whereas, the City commits financial support for this advertising from the Effective Date through June 30, 2022 (the "Contract Term") prorated on a fiscal year or project completion basis in an amount during the Contract Term not to exceed Seven Thousand Seven Hundred Thirty Nine and 40/100 Dollars ($7,739.40) for the Billboards plus Nine Thousand Six Hundred and 00/100 Dollars ($9,600) for Billboard vinyls for a total of Seventeen Thousand Three Hundred and Thirty Nine 40/100 dollars ($17,339.40) to be paid to the Contractor under the terms and conditions of this Contract.

Now, therefore, in consideration of the foregoing recitals and any attachments or exhibits to this Contract, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the City agree as follows:

The City will pay on invoices where work (described under Section A, Scope of Work) has been completed and services have been provided to the City according to the schedule indicated. To be paid for any invoice, the Contractor must be current with the following reporting requirements:

A. SCOPE OF WORK

Contractor agrees to provide all advertising and promotion for the Events as offered in Contractor's proposal and as may be further requested by the City.

1. Advertising and promotional materials must be professional and aimed at attracting outside visitors and maximum attendance to the Events and more generally to Las Vegas, New Mexico.
2. Contractor acknowledges the purpose of any and all marketing and promotion of the Events and branding is to effectively entice maximum participation in the Events, communication the distinct assets of Las Vegas and surrounding community, and create professional materials that promote Events attendance and position the City as a prime tourist destination;
3. Contractor must include the official City logo adopted March 18, 2015 ("Official Logo") or City Seal on all advertising and promotional materials. Billboards for the New Mexico True FY21 grant may replace the logo with the "Las Vegas is NM True" logo. The Official Logo or City Seal shall be the indication that funding was provided by the City of Las Vegas Lodgers Tax and the words "funding was provided by Lodgers Tax" shall not be required; Radio advertisements must include the verbiage "paid for by the City of Las Vegas Lodgers Tax;"
4. The Contractor agrees, upon demand of the City, to replace the vinyl on the Billboards a maximum of three times during the Contract Term;
5. All invoices, supporting documents, and the appropriate detailed documentation from the Contractor must be submitted to the City no later than June 1, 2022. Detailed documentation includes invoices to the Contractor, tear-sheets, examples or copies of advertisements, and assurance to City of ads validity and publication;
6. Documents are to be submitted to the City of Las Vegas, Attn: Community Development-Marketing, 1700 N. Grand Avenue, Las Vegas, NM 87701;
7. Contractor must contact the Community Development Division of the City to schedule a Marketing Outcome Presentation to occur prior to the end of the Contract Term;
8. The Contractor agrees it is an independent contractor and not an agent of the City;
9. The Contractor agrees, upon demand of the City, to its open books for an audit by the City;
10. Contractor agrees that if any amounts are owed to any division within the City it may cause said reimbursement to be delayed or withheld.

B. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work as detailed in Section A.

C. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor or outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

D. PAYMENT

Payment to the Contractor shall be prorated from the Effective Date through the end of the Contract Term and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

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, (V) any other detailed reporting as indicated in Addendum A attached and made part of this document. The Contractor shall submit reports and original invoices to the City's Community Development Department with a copy to the City Manager's office.

E. INSURANCE

The Contractor will furnish the 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. The endorsement shall include the relevant portions of the Contractor's insurance policy that shows the City as an additional insured.

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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 ensure compliance.

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The Contract Term of this Contract will be July 1, 2021 thru June 30, 2022.

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

CITY OF LAS VEGAS:

William Taylor Ph.D., City Manager

Las Vegas First Independence Business Alliance

John Goodwin, LVFIBA

ATTEST

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Scott Aaron, City Attorney

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: June 15, 2022

Date Submitted: 06/02/2022 **Department:** Community Dev.

Item/Topic: Request for approval of Lodger's Tax funding in the amount of $4,800.00 for marketing of Las Vegas Business Alliance (LVIBA) Friday Al Fresco summer session.

Fiscal Impact: $4,800.00 to Lodger's Tax budget

Attachments: Application submitted to the Lodger's Tax Board

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 NEW MEXICO

CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department

For questions email: cbaca@lasvegasnm.gov or (505) 454-1401 ext 1607

PART I: PROJECT INFORMATION

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

Organization
Name: Las Vegas First Independent Business Alliance
Event Name: Fridays al Fresco Summer Session 2022
Event Location: Plaza Park
Event Start Date: July 8, 2022 Event End Date: August 12, 2022
Is this a new event? ■ Yes ☒ No
If this is a repeat event, how many individuals attended in each of the past three (3) years? See addendum
What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc)
Volunteers used handheld counters at least hourly during the event.

What amount of funding are you requesting? ■ $0 - $2,500 ☒ $2,501 - $5,000 Please give the exact amount of funding you are requesting. $ 4800.00

PART II: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding? ☒ Yes ■ No What amount of funding did you receive? Dates/Amounts (past 3 years)? 2019 - $5000, 2020 - $0 2021 $25,645

We have a commitment for Spring 2022 of $4196.56 which has not been invoiced or received.

PART III: EVENT DETAIL

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)
Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Requests must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

Description	UNIT COST	QUANTITY	TOTAL	Committee Review
(Digital) Santa Fe New Mexican Online Calendar	$10/day	60	600.00	
(Digital) Facebook boosts	$150/month	2 months	$300.00	
Radio ads on KNMX	$8.50	150	$1275.00	
Radio ads on KRTC-Trinidad	$10.00	100	$1000.00	
Radio ads on KBAC	$4.50	250	$1125.00	
Radio ad production, 2 voiceovers	$100.00	2	$200.00	
OOT Posters, cards, production, printing, etc.			$300.00	

TOTAL COST OF EVENT $ $4800.00

Committee Review Amount

PART IV: EVALUATION INFORMATION

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

1. Lodgers Tax Impact Information (10 Point Value)

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

As advertising is extended south to Socorro, west to Gallup/Grants, and north to Pueblo, along with the increased popularity of the event, and increased social media coverage, overnight stays are automatically generated by distance. During the course of the concert local restaurants, attractions, and other events are advertised, increasing the reasons to spend a night or two. The drawing prizes create a platform to celebrate every additional local opportunity.

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

Without room sales as part of a package, we can only estimate. However free drawing tickets that require ZIP codes assure us that out of town attendees represent 10% - 20% of our total numbers. If half of them decide to spend the night, 5% - 10% could potentially be between 4-8 room nights a week x 6 weeks = a possible 24 - 48 rooms during that period.

SECTION A TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

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

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

Based on 2021 numbers, and increased advertising including social meda use both free and paid, and word of mouth from 2021, we anticipate a signicant increase, potentially 20 - 25% or a total of 500+- weekly.

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

We anticipate at least 35% are non-city residents. Based on ZIP codes from the weekly drawings an estimate of San-Miguel County is 80%, Mora County 5%, Santa Fe County 4%, Inter-State 15%, Out of State 6%.

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

This is a family-oriented event, encompassing infants to great-grandparents. Psychographically, we attract music-lovers, culture-lovers, curious tourists, and exhausted and isolated humans yearning for our fresh air. Locals and visitors are still eager to escape quarantine and enjoy life.

SECTION B TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

3. Quality of Life (10 Point Value)

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

This is the only weekly live-music fresh-air concert series emphasizing local bands in the city.

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

Fridays al Fresco is in its 19th year and it is anticipated by locals and returning visitors alike. After almost 20 years, this event is expected more than requested, as experienced by the organizers.

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

This summer season July and half of August, includes Fiestas, Salute to the Troops and People's Faire. It is a busy season already, but we also fill in the gaps between these bigger events, provide consistency, plus visitors can enjoy our small-town family-oriented summer season.

SECTION C TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

4. Financial Information (10 Point Value)

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

Representing 6 weeks, $7300 for marketing and musicians, plus city services to be requested separately by CLV.

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

CLV providing police, streets closures, parking, and sound - amount unknown
CLV providing funding for musicians - $2400
Grant-writing in-kind donation - $100
Local advertising - $100 Poster production and redesign
Local radio advertising - $100 - LANL
Administration - $100 - LANL
Administration - $100 - In-kind donation volunteer hours
Sponsorship JC's NY Pizza - $120 - metrics acquisition process

SECTION D TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

5. Marketing Plan (10 Point Value)

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

Beginning in July and continuing through mid-August, we plan on placing multiple ads...see addendum.

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

Events email from Las Vegas First, the Chamber of Commerice, and the Las Vegas Arts Council, local posters, KFUN Over the Back Fence (paid for by Las Vegas First IBA, plus Pasatiempo, the SF New Mexican, all relevant Facebook pages including a Fridays al Fresco page, the City Reader-Board, and Visit Las Vegas NM, KENW - Public Broadcasting for Eastern NewMexico and West Texas from Eastern New Mexico University.

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

Local station KNMX reaches audience well beyond Albuquerque plus other stations, print ads listed, and social media, we anticipate overn 95% will reach beyond the 65 mile radius.

SECTION E TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

6. Documentation (10 Point Value)

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

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

Steve Leger will be compensated for production and voice-overs for radio ads, radio interviews, and MCing all 20 concerts. See addendum.
Local radio stations may be members of Las Vegas First and will receive standard compensation for paid ads.
Compensated bands may have relatives within our organization, or the city, and care will be taken to avoid any conflict of interest as decisions are made.

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

7. Other (10 Point Value)

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

Visitors to Fridays al Fresco will eat in local restaurants or at food trucks, purchase arts and crafts from attending vendors, and shop locally. Many will spend the night. The reputation of Las Vegas and our hospitality soars as attendees have a wonderful and memorable evening. Upcoming events and points of interest are also announced during the evening, and every visitor is encouraged to return often. Enjoying our Las Vegas increases their length of stay, probability of return, and interest in our art, history, culture, and outdoor recreation opportunities.
Fridays al Fresco highlight the best of the best of Las Vegas, NM!

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

PART V: ASSURANCES AND CERTIFICATIONS

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

PRINTED NAME: Andrea Gottschalk

TITLE: Board President, Las Vegas First Independent Business Alliance

SIGNATURE:

DATE: 4/1/2022

CITY USE ONLY

RECEIVED BY: _____ DATE: _____

Part I Project Information

Attendance: In 2017 and 2018 we averaged 50-75 per concert. In 2019, thanks to the Lodgers Tax, we increased attendance to an average of 200-250 per event. In 2020, Covid cancelled the events. In 2021, Lodgers Tax again supported promotions and we averaged 300-400 at our weekly events.

Part III Event Detail

Define/describe the overall event

Background Fridays al Fresco was launched by Las Vegas First Independent Business Alliance 18 years ago as a way of giving back to the community and entertaining tourists. The first four years, every band donated their time to LVF to support their efforts and the community. The event was dreamed and executed completely by Las Vegas First volunteers who love music and their neighbors and enjoy our Las Vegas.

This community, family- and visitor-oriented concert series features a wide variety of both local and out-of-town music groups. Last minute cancellations gave a few local groups more than one opportunity to play, but there were over twenty different bands scheduled. The two-hour concerts start at 5:30 with a warm welcome and introductions, and allows a break for the band and announcements. Staged in Plaza Park (arguably the most beautiful park in the state), families, friends, and visitors gather on blankets, park benches, and lawn chairs to enjoy a variety of music coming from the beautifully refurbished gazebo. Norteño music is featured often, but not exclusively, and dance music is popular. Watching youngsters taught to dance by their elders is an extra benefit and watching elders dance like youngsters is a joy to everyone.

Diners at the restaurants around the Park also listen to the bands from outdoor patios, and there are uncounted fans listening from their parked cars.

As the days shorten and the leaves fall, dusk brings the special lighting provided for both safety and effect, to the sound of oohs and aahs. Non-profits set up tables and benefit from the crowds interest in events. Local food trucks, and arts and craft vendors show their wares, and make sales. It's a weekly tourist event that's part concert, part dance, and part family reunion! It celebrates the most welcoming and hospitable side of Las Vegas to all the tourists and visitors that attend.

Part 5 Marketing Plans

5.1 Specific details

150 ads on KNMX, 250 ads on KBAC and 2 sister stations, and finally 100 ads on KTRC in Trinidad will entice travelers to venture to Las Vegas, NM and enjoy our Fridays al Fresco concerts while they explore our city and surrounding areas. Posters and flyers will be distributed to surrounding communities, radio interviews at the radio stations will be scheduled.

We are adding a free Facebook page and posts, and paid boosted posts at the rate of $150 for 6 weeks.

These boosted posts will be directed completely outside Las Vegas, intrastate and interstate, to music and culture-interested travelers searching the Southwest.

Additionally, we have requested that band contracts include responsibility for every band to promote their performance via social media (Examples: website, FB, IG, email and any other free venues available, **and cc LVF or CLV or** both for report to Lodgers Tax Advisory Board.

We are specifically asking all NPO's with events emails and Facebook pages to promote Fridays, plus the City of Las Vegas reader board, newsletter, and website.

Part 6 Documentation
6.3 Compensation

Conflict of Interest – Steve Leger is an organizer of this series of events and also a performer.

To exclude Mr. Leger would mean either eliminating one of the best qualified advisors and longest-serving volunteers, or deprive him of his reasonable compensation as a professional musician and master of ceremonies with decades of compensated performance history.

He is involved in planning, executing, rating of musicians (not including his own bands), and actual performing, and he also serves Las Vegas First IBA as a board member.

To resolve any potential conflict, Mr. Leger **has recused himself** from any votes regarding the MOU in development between the CLV and LVFIBA, will **not** be the deciding vote in band selection, and **will receive** the same compensation as any other musician for a performance, serving as Master of Ceremonies for Fridays al Fresco, producing radio ads, providing voice-overs, and participating in radio interviews.

Mr. Leger **will be** involved in reviewing other bands and rating them for suitability as part of a selection committee. He will collaborate on print ads, distribute posters, answer questions, support the city staff, develop sponsorships, sell and supervise the solicitation and collection of drawing prizes, and generally invest hundreds of volunteer hours in addition to those compensated.

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: June 15, 2022

Date Submitted: 06/02/2022 **Department:** Community Dev.

Item/Topic: Request for approval of Lodger's Tax funding in the amount of $4,800.00 for marketing of Las Vegas Business Alliance (LVIBA) Friday Al Fresco fall session.

Fiscal Impact: $4,800.00 to Lodger's Tax budget

Attachments: Application submitted to the Lodger's Tax Board

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 NEW MEXICO

CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department

For questions email: cbaca@lasvegasnm.gov or (505) 454-1401 ext 1607

PART I: PROJECT INFORMATION

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

Organization

Name: Las Vegas First Independent Business Alliance

Event Name: Fridays al Fresco ~~Summer~~ Fall Session 2022

Event Location: Plaza Park

Event Start Date: August 19, 2022 **Event End Date:** September 23, 2022

Is this a new event? ■ Yes ☒ No

If this is a repeat event, how many individuals attended in each of the past three (3) years? See addendum

What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc)

Volunteers used handheld counters at least hourly during the event.

What amount of funding are you requesting? ■ $0 - $2,500 ☒ $2,501 - $5,000 **Please give the exact amount of funding you are requesting.** $ 4800.00

PART II: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding? ☒ Yes ■ No **What amount of funding did you receive? Dates/Amounts (past 3 years)?** 2019 - $5000, 2020 - $0 2021 $25,645

We have a commitment for Spring 2022 of $4196.56 which has not been invoiced or received.

PART III: EVENT DETAIL

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)
Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Requests must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

Description	UNIT COST	QUANTITY	TOTAL	Committee Review
(Digital) Santa Fe New Mexican Online Calendar	$10/day	60	600.00	
(Digital) Facebook boosts	$150/month	2 months	$300.00	
Radio ads on KNMX	$8.50	150	$1275.00	
Radio ads on KRTC-Trinidad	$10.00	100	$1000.00	
Radio ads on KBAC	$4.50	250	$1125.00	
Radio ad production, 2 voiceovers	$100.00	2	$200.00	
OOT Posters, cards, production, printing, etc.			$300.00	

TOTAL COST OF EVENT $ $4800.00

Committee Review Amount

PART IV: EVALUATION INFORMATION

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

1. Lodgers Tax Impact Information (10 Point Value)

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

As advertising is extended south to Socorro, west to Gallup/Grants, and north to Pueblo, along with the increased popularity of the event, and increased social media coverage, overnight stays are automatically generated by distance. During the course of the concert local restaurants, attractions, and other events are advertised, increasing the reasons to spend a night or two. The drawing prizes create a platform to celebrate every additional local opportunity.

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

Without room sales as part of a package, we can only estimate. However free drawing tickets that require ZIP codes assure us that out of town attendees represent 10% - 20% of our total numbers. If half of them decide to spend the night, 5% - 10% could potentially be between 4-8 room nights a week x 6 weeks = a possible 24 - 48 rooms during that period.

SECTION A TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

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

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

Based on 2021 numbers, and increased advertising including social meda use both free and paid, and word of mouth from 2021, we anticipate a signicant increase, potentially 20 - 25% or a total of 500+- weekly.

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

We anticipate at least 35% are non-city residents. Based on ZIP codes from the weekly drawings an estimate of San-Miguel County is 80%, Mora County 5%, Santa Fe County 4%, Inter-State 15%, Out of State 6%.

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

This is a family-oriented event, encompassing infants to great-grandparents. Psychographically, we attract music-lovers, culture-lovers, curious tourists, and exhausted and isolated humans yearning for our fresh air. Locals and visitors are still eager to escape quarantine and enjoy life.

SECTION B TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

3. Quality of Life (10 Point Value)

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

This is the only weekly live-music fresh-air concert series emphasizing local bands in the city.

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

Fridays al Fresco is in its 19th year and it is anticipated by locals and returning visitors alike. After almost 20 years, this event is expected more than requested, as experienced by the organizers.

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

This summer season July and half of August, includes Fiestas, Salute to the Troops and People's Faire. It is a busy season already, but we also fill in the gaps between these bigger events, provide consistency, plus visitors can enjoy our small-town family-oriented summer season.

SECTION C TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

4. Financial Information (10 Point Value)

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

Representing 6 weeks, $7300 for marketing and musicians, plus city services to be requested separately by CLV.

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

CLV providing police, streets closures, parking, and sound - amount unknown
CLV providing funding for musicians - $2400
Grant-writing in-kind donation - $100
Local advertising - $100 Poster production and redesign
Local radio advertising - $100 - LANL
Administration - $100 - LANL
Administration - $100 - In-kind donation volunteer hours
Sponsorship JC's NY Pizza - $120 - metrics acquisition process

SECTION D TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

5. Marketing Plan (10 Point Value)

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

Beginning in mid-August and continuing through most of September, we plan on placing multiple ads...see addendum.

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

Events email from Las Vegas First, the Chamber of Commerice, and the Las Vegas Arts Council, local posters, KFUN Over the Back Fence (paid for by Las Vegas First IBA, plus Pasatiempo, the SF New Mexican, all relevant Facebook pages including a Fridays al Fresco page, the City Reader-Board, and Visit Las Vegas NM, KENW - Public Broadcasting for Eastern NewMexico and West Texas from Eastern New Mexico University.

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

Local station KNMX reaches audience well beyond Albuquerque plus other stations, print ads listed, and social media, we anticipate overn 95% will reach beyond the 65 mile radius.

SECTION E TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

6. Documentation (10 Point Value)

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

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

Steve Leger will be compensated for production and voice-overs for radio ads, radio interviews, and MCing all 20 concerts. See addendum.
Local radio stations may be members of Las Vegas First and will receive standard compensation for paid ads.
Compensated bands may have relatives within our organization, or the city, and care will be taken to avoid any conflict of interest as decisions are made.

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

7. Other (10 Point Value)

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

Visitors to Fridays al Fresco will eat in local restaurants or at food trucks, purchase arts and crafts from attending vendors, and shop locally. Many will spend the night. The reputation of Las Vegas and our hospitality soars as attendees have a wonderful and memorable evening. Upcoming events and points of interest are also announced during the evening, and every visitor is encouraged to return often. Enjoying our Las Vegas increases their length of stay, probability of return, and interest in our art, history, culture, and outdoor recreation opportunities. Fridays al Fresco highlight the best of the best of Las Vegas, NM!

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

PART V: ASSURANCES AND CERTIFICATIONS

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

PRINTED NAME: Andrea Gottschalk

TITLE: Board President, Las Vegas First Independent Business Alliance

SIGNATURE:

DATE: 4/1/2022

CITY USE ONLY

RECEIVED BY: _____ DATE: _____

Part I Project Information

Attendance: In 2017 and 2018 we averaged 50-75 per concert. In 2019, thanks to the Lodgers Tax, we increased attendance to an average of 200-250 per event. In 2020, Covid cancelled the events. In 2021, Lodgers Tax again supported promotions and we averaged 300-400 at our weekly events.

Part III Event Detail

Define/describe the overall event

Background Fridays al Fresco was launched by Las Vegas First Independent Business Alliance 18 years ago as a way of giving back to the community and entertaining tourists. The first four years, every band donated their time to LVF to support their efforts and the community. The event was dreamed and executed completely by Las Vegas First volunteers who love music and their neighbors and enjoy our Las Vegas.

This community, family- and visitor-oriented concert series features a wide variety of both local and out-of-town music groups. Last minute cancellations gave a few local groups more than one opportunity to play, but there were over twenty different bands scheduled. The two-hour concerts start at 5:30 with a warm welcome and introductions, and allows a break for the band and announcements. Staged in Plaza Park (arguably the most beautiful park in the state), families, friends, and visitors gather on blankets, park benches, and lawn chairs to enjoy a variety of music coming from the beautifully refurbished gazebo. Norteño music is featured often, but not exclusively, and dance music is popular. Watching youngsters taught to dance by their elders is an extra benefit and watching elders dance like youngsters is a joy to everyone.

Diners at the restaurants around the Park also listen to the bands from outdoor patios, and there are uncounted fans listening from their parked cars.

As the days shorten and the leaves fall, dusk brings the special lighting provided for both safety and effect, to the sound of oohs and aahs. Non-profits set up tables and benefit from the crowds interest in events. Local food trucks, and arts and craft vendors show their wares, and make sales. It's a weekly tourist event that's part concert, part dance, and part family reunion! It celebrates the most welcoming and hospitable side of Las Vegas to all the tourists and visitors that attend.

Part 5 Marketing Plans

5.1 Specific details

150 ads on KNMX, 250 ads on KBAC and 2 sister stations, and finally 100 ads on KTRC in Trinidad will entice travelers to venture to Las Vegas, NM and enjoy our Fridays al Fresco concerts while they explore our city and surrounding areas. Posters and flyers will be distributed to surrounding communities, radio interviews at the radio stations will be scheduled.

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These boosted posts will be directed completely outside Las Vegas, intrastate and interstate, to music and culture-interested travelers searching the Southwest.

Additionally, we have requested that band contracts include responsibility for every band to promote their performance via social media (Examples: website, FB, IG, email and any other free venues available, **and cc LVF or CLV or** both for report to Lodgers Tax Advisory Board.

We are specifically asking all NPO's with events emails and Facebook pages to promote Fridays, plus the City of Las Vegas reader board, newsletter, and website.

Part 6 Documentation
6.3 Compensation

Conflict of Interest – Steve Leger is an organizer of this series of events and also a performer.

To exclude Mr. Leger would mean either eliminating one of the best qualified advisors and longest-serving volunteers, or deprive him of his reasonable compensation as a professional musician and master of ceremonies with decades of compensated performance history.

He is involved in planning, executing, rating of musicians (not including his own bands), and actual performing, and he also serves Las Vegas First IBA as a board member.

To resolve any potential conflict, Mr. Leger **has recused himself** from any votes regarding the MOU in development between the CLV and LVFIBA, will **not** be the deciding vote in band selection, and **will receive** the same compensation as any other musician for a performance, serving as Master of Ceremonies for Fridays al Fresco, producing radio ads, providing voice-overs, and participating in radio interviews.

Mr. Leger **will be** involved in reviewing other bands and rating them for suitability as part of a selection committee. He will collaborate on print ads, distribute posters, answer questions, support the city staff, develop sponsorships, sell and supervise the solicitation and collection of drawing prizes, and generally invest hundreds of volunteer hours in addition to those compensated.

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: June 15, 2022

Date Submitted: 06/02/2022 **Department:** Community Dev.

Item/Topic: Request for approval of Lodger's Tax funding in the amount of $1,164.62 for marketing of Las Vegas Art Council (LVAC) spring benefit show.

Fiscal Impact: $1,164.62 to Lodger's Tax budget

Attachments: Application submitted to the Lodger's Tax Board

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 NEW MEXICO

CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department

For questions email: cbaca@lasvegasnm.gov or (505) 454-1401 ext 1607

PART I: PROJECT INFORMATION

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

Organization
Name: Las Vegas Arts Council
Event Name: Spring Benefit Show
Event Location: Las Vegas Arts Council Gallery 140, 140 Bridge Street, LVNM
Event Start Date: May 11, 2022 Event End Date: May 28, 2022 Tentative
Is this a new event? X Yes ■ No
If this is a repeat event, how many individuals attended in each of the past three (3) years? _____
What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc)
A guest book of visitors including ZIP codes, and personal conversations.

What amount of funding are you requesting? X $0 - $2,500 ■ $2,501 - $5,000 Please give the exact amount of funding you are requesting. $ 1164.62

PART II: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding? X Yes ■ No What amount of funding did you receive? Dates/Amounts (past 3 years)? 2021 - 0, 2020 - 0, 2019 - 3,000

PART III: EVENT DETAIL

We have an approved request for $3770.12
for People's Faire in August, not invoiced, not received.

Event: Las Vegas Arts Council (LVAC) is scheduling a "known artist" benefit show for almost a month at Gallery 140, centered on a donation of an Elmer Schooley work donated to the Las Vegas Lit Salon by a local art collector. Donated works dedicated to local nonprofit organizationswill be exhibited and sold. The proceeds will support local 501c3 organizations selected by the donors. The plan is Schooley to attract interested arts patrons, and arts-interested tourists from across the state, benefitting artists, NPOs, and arts-related tourism.

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)

Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Requests must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

Description	UNIT COST	QUANTITY	TOTAL	Committee Review
Pasatiempo SF NM Weekly Insert	582.31/Qtr pg	2	1164.62	
Posters for local distribution		50	24.50	
Reception costs (Estimate)			50.00	
Admin (Estimate)			500.00	
Value volunteer hours in-kind (Estimate)			500.00	

TOTAL COST OF EVENT $ $2239.12

Committee Review Amount

PART IV: EVALUATION INFORMATION

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

1. Lodgers Tax Impact Information (10 Point Value)

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

This event doesn't create a need for an overnight stay. Instead, it takes advantage of a unique opportunity to attract arts-interested tourists and build Las Vegas' reputation as an arts destination. It does honor the State of NM Statute Section 3-38-21 - Eligible uses of tax proceeds. (referring to occupancy tax) (4) advertising, publicizing and promoting tourist-related attractions, facilities and events of the municipality or county and tourist-related facilities, attractions and events within the area;

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

Unknown. We are very aware of day-trip tourists that come for a single event or just to explore, and decide to return and spend the night. This is anecdotal.

SECTION A TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

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

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

As an art opportunity designed to attract a very specific group of tourists, we estimate 100 out of town visitors just to see this particular show. Some shows have attracted an average of 15-20 visitors per day, 5 or six days a week. 20 x 6 = 120 x 3 weeks = 360 visitors. Because of the particular interest in Elmer (Skinny) Schooley, we hope to attact 100 out of town visitors just to see his work.

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

We hope that the majority, potentionally 60 will make the trip, mostly from Santa Fe and Albuquerque.

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

The plan is to advertise specifically to high-end arts-interested patrons. They will likely be older and wealthier, and knowledeable about art. This is a demographic that could spread the word and begin a serious increase in the number of art lovers with discretionary income that visit us, looking for surprising art treasures and "discovering" the excellent quality of artists living and working in Las Vegas.

SECTION B TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

3. Quality of Life (10 Point Value)

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

Yes.

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

Yes, anecdotally. The request is a conclusion based on anecdotal research, a book, "A Fine Frenzy," and conversations a high-end gallery owner from Santa Fe.

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

This event might begin to draw art patrons during quieter seasons, just out of curiosity.

SECTION C TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

4. Financial Information (10 Point Value)

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

The $1200 marketing request will be the largest expense. The rest of the effort will be volunteers, curating, marketing, and a part time administrator and marketer under contract with LVAC.

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

Strictly volunteers for services, and the use of a city-owned building.
The director's contract is paid with grants, donations, and memberships.

SECTION D TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

5. Marketing Plan (10 Point Value)

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

Pasatiempo is a Santa Fe New Mexican weekly insert, advertising mostly the arts.

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

Volunteers. This includes word-of-mouth, and a volunteer with access to KENW, Public Broadcasting for Eastern NM and West Texas from ENMU.

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

Since the New Mexican is distributed statewide, the vast majorty will reach the entire state, with a small portion going to Las Vegas subscribers and buyers.

SECTION E TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

6. Documentation (10 Point Value)

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

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

Unlikely. But many non-profits might profit from this particular show, including hoteliers, restauranteurs, artists, and gallery owners.

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

7. Other (10 Point Value)

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

Financial impact will develop from visitors coming to see certain pieces of art and falling in love with our architecture, culture, variety of artists and interesting places to visit.

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

PART V: ASSURANCES AND CERTIFICATIONS

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

PRINTED NAME: Susan Tsyitee

TITLE: Executive Director, Las Vegas Arts Council

SIGNATURE: Susan Tsyitee

DATE: 4/1/22

CITY USE ONLY

RECEIVED BY: _____ DATE: _____

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: June 15, 2022

Date Submitted: 06/02/2022 **Department:** Community Dev.

Item/Topic: Request for approval of Lodger's Tax funding in the amount of $1,500.00 for marketing of Citizen Committee Historic Preservation (CCHP) holiday home tour 2022.

Fiscal Impact: $1,500.00 to Lodger's Tax budget

Attachments: Application submitted to the Lodger's Tax Board

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 NEW MEXICO

CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department

For questions email: cbacg@lasvegasnm.gov or (505) 454-1401 ext 1607

PART I: PROJECT INFORMATION

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

Organization Name: Las Vegas Citizens Committee for Historic Preservation

Event Name: Holiday Home Tour 2022

Event Location: Las Vegas, NM multiple sites

Event Start Date: TBA **Event End Date:** _____

Is this a new event? ■ Yes ■ No

If this is a repeat event, how many individuals attended in each of the past three (3) years? _____

What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc)

The past two years these events have not taken place due to the COVID restrictions, however LVCCHP has conducted the Holiday Home Tour since 2006 on approximately 17 events. In 2019 there were around 150 tickets sold.

What amount of funding are you requesting? ■ $0 - $2,500 ■ $2,501 - $5,000 **Please give the exact amount of funding you are requesting.** $ $1,500

PART II: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding? ■ Yes ■ No **What amount of funding did you receive? Dates/Amounts (past 3 years)?** $10,500 was used and (9,500 was not used)

PART III: EVENT DETAIL

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)
Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Requests must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

Description	UNIT COST	QUANTITY	TOTAL	Committee Review
Posters	$10.00	50	$500	
Multi Media marketing			$1,000	

TOTAL COST OF EVENT $ $1,500

Committee Review Amount

PART IV: EVALUATION INFORMATION

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

1. Lodgers Tax Impact Information (10 Point Value)

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

The Holiday Home Tour is usually held the night after the electric light parade. This event begins at 5pm and people travelling outside Las Vegas plan overnight logging for this event.

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

One room night will be generated

SECTION A TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

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

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

Approximately 150- 200 person will attend this event. This is based on historical data and the building selection for this event.

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

Out of town attendees 50%. Santa Fe County and Bernalillo County consist of the majority of the out of town attendees. There are very few out of State attendees for this event.

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

40-65 years old. People attending this event enjoy the unique holiday decorations, and are interested in the decorated historic homes.

SECTION B TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

3. Quality of Life (10 Point Value)

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

Yes

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

The Las Vegas Visitor Center Hosts and Cultural Heritage Center Staff are asked about two events the electric light parade and the Holiday Home Tour.

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

Yes, this event begins the Holiday shopping season and allows businesses to show off their decorated store fronts.

SECTION C TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

4. Financial Information (10 Point Value)

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

$1,500

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

LVCCHP provided food and refreshments at the Cultural Heritage Center, and pays for all design work on posters and tickets for the event.

SECTION D TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

5. Marketing Plan (10 Point Value)

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

We plan to utilize local radio stations, and newspapers in Albuquerque, Santa Fe, Face Book and Websites.

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

Design work is paid by LVCCHP and usually donated by local people.

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

80%

SECTION E TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

6. Documentation (10 Point Value)

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

Yes

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

No

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

7. Other (10 Point Value)

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

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

PART V: ASSURANCES AND CERTIFICATIONS

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

PRINTED NAME: Lawrence G. Quintana

TITLE: LVCCHP Chairman

SIGNATURE: Lawrence Quintana

DATE: 03/30/2022

CITY USE ONLY

RECEIVED BY: _____ DATE: _____

PART III: EVENT DETAIL

Opportunity: The Holiday Home Tour is an event that highlights Historical Homes within the historical districts. The event coinsides with the City of Las Vegas Electric Light Parade held the first week of December.

Tours: LVCCHP will create a tour map with photos and information on each of the buildings to be visited. This self guided tour allows attendees to choose the historical homes they choose to see from several homes.

Plan: Promotional posters will highlight one of the homes of the tour. Tour maps will be provided at the LVCCHP Cultural Heritage Center with food and refreshments provided. This event allows visitors to see the community and enjoy the holiday spirit of Las Vegas.

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: June 15, 2022

Date Submitted: 06/02/2022 **Department:** Community Dev.

Item/Topic: Request for approval of Lodger's Tax funding in the amount of $3,000.00 for marketing of Citizen Committee Historic Preservation (CCHP) places with a past & heritage week.

Fiscal Impact: $3,000.00 to Lodger's Tax budget

Attachments: Application submitted to the Lodger's Tax Board

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 NEW MEXICO

CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department

For questions email: cbaca@lasvegasnm.gov or (505) 454-1401 ext 1607

PART I: PROJECT INFORMATION

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

Organization Name: Las Vegas Citizens Committee for Historic Preservation

Event Name: Places with the Past & Heritage Week

Event Location: Las Vegas, New Mexico

Event Start Date: August 5, 2022 **Event End Date:** August 12, 2022

Is this a new event? ■ Yes ■ No

If this is a repeat event, how many individuals attended in each of the past three (3) years? _____

What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc)

The past two years this event did not take place due to COVID 19 restrictions. This event has .taken place for 32 years and has provided tours of over 200 historic homes Ticket sales in 2018 were 750 and LVCCHP visitor attendance at the Cultural Heritage Center increase during Heritage week.

What amount of funding are you requesting? ■ $0 - $2,500 ■ $2,501 - $5,000 **Please give the exact amount of funding you are requesting. $** $3,000

PART II: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding? ■ Yes ■ No **What amount of funding did you receive? Dates/Amounts (past 3 years)?** $10,500 was used (9,500) was not used

PART III: EVENT DETAIL

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)
Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Requests must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

Description	UNIT COST	QUANTITY	TOTAL	Committee Review
Posters	$10.00	100	$1,000	
Multi Media marketing			$1,750	
Website marketing			$250	

TOTAL COST OF EVENT $ $3,000

Committee Review Amount

PART IV: EVALUATION INFORMATION

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

1. Lodgers Tax Impact Information (10 Point Value)

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

Both of these events have attracted out of town tourist and Las Vegans who live out of town. The tourists who are generally higher income and spend their money on overnight lodging and attend multiple events during Heritage week. Las Vegans living out of town attend class reunions and enjoy visiting family with many utilizing lodging while attending events.

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

Heritage Week generates two room nights, one prior to the event and one on the day of the event. The family preservation presentation may create an additional room night.

SECTION A TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

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

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

In 2018 750 tickets were sold for the Places with a Past Tour, and 110 registrants attended the family presentation. LVCCHP is beginning later than usual and anticipates approximately 500 attendees.

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

Out of town attendees consist of 60% plus of the attendees. Heritage tourism is becoming a growing tourism industry, and the Places with a Past tour has grown with the marketing invested each year. Santa Fe and Bernalillo Counties represent a majority of the non-resident attendance with many of the out of state attendees coming from Colorado.

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

20-65 years old- families attending heritage week, cultural tourist interested in historic tours.

SECTION B TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

3. Quality of Life (10 Point Value)

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

Yes, tourist need events and entertainment that keep them in town overnight.

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

LVCCHP cultural heritage center receives inquiries on a continual basis, in addition the Visitor Center is asked by tourist what is there to do in Las Vegas.

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

No, this event takes place in August and during class reunion season.

SECTION C TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

4. Financial Information (10 Point Value)

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

$3,000

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

Design work for the posters and tickets are paid by the organization. Total estimated for this cost is estimated at $500.

SECTION D TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

5. Marketing Plan (10 Point Value)

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

We plan to utilize newspapers advertising in Albuquerque, Santa Fe, and other cities, magazines, face book, radio programs, twitter in Northern New Mexico and free publications such as the Santa Fe Reporter

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

The Places with a Past Poster will be designed with no request from Lodgers Tax funds.

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

85%

SECTION E TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

6. Documentation (10 Point Value)

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

Yes

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

No

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

7. Other (10 Point Value)

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

500 attendees at two meals per one day will generate an estimated 10,000 dollars of revenue based on a $10,00 per meal estimate.

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

PART V: ASSURANCES AND CERTIFICATIONS

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

PRINTED NAME: Lawrence G. Quintana

TITLE: LVCCHP Chairman

SIGNATURE: Lawrence Quintana

DATE: 03/30/2022

CITY USE ONLY

RECEIVED BY: _____ DATE: _____

PART III: EVENT DETAIL

The opportunity: The Places with a Past Tour which has been on going since 1990, is the highlight of Heritage Week (Aug 6-12) when many organizations join to celebrate the unique history of Las Vegas.
Places With a Past Tour will include historical residences in Old Town, Victorian home in New Town historical district, and business buildings in both New and Old Town. The great variety of the architecture and history of Las Vegas will be interesting for both residents and visitors.

Tours: Create an organized map that will provide direction to all buildings available on the tour. The self guided tour will have information about each site and will provide the type of architecture and history of the building. Docents or property owners will be available for questions and provide interesting stories about the properties.

Plan: Promotional posters will showcase the featured building of the tour with a tour map that will provide photos of each of the buildings and other attractions within the vicinity of the each of the selected buildings on the tour.

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: June 15, 2022

Date Submitted: 06/02/2022 **Department:** Community Dev.

Item/Topic: Request for approval of Lodger's Tax funding in the amount of $65,000.00 for non-profit (Las Vegas/San Miguel Chamber of Commerce) collaboration of media marketing campaign.

Fiscal Impact: $65,000.00 to Lodger's Tax budget

Attachments: Application submitted to the Lodger's Tax Board

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, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department

For questions email: cbaca@!asvegasnm.gov or (505) 454-1401 ext 1607

PART 1: PROJECT INFORMATION

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

Organization Name: **A collaboration among Las Vegas/San Miguel Chamber of Commerce (LVCC), Las Vegas First Independent Business Alliance (LVFIBA), Main Street de Las Vegas (MSLV), Las Vegas New Mexico Community Foundation (LVNMCF), and the Las Vegas Arts Council (LVAC) supporting the interests of Las Vegas business owners, artists, hoteliers, and restaurateurs.**

CONTACT: **Meredith Britt, LVF Vice President, 415-694-0733**
Phillip Martinez, LVCC Chair, 505-429-2436

Event Name: **Media Marketing Campaign to encourage destination travel to Las Vegas, NM**

Event Location: **The efforts of this campaign will focus on Las Vegas and the surrounding area as a year-round travel destination with media placement throughout the US and Canada.**

Event Start Date: **July 1, 2022** Event End Date: **June 30, 2023**

Is this a new event? • Yes • No **At the recommendation of the LTAB and the approval of the City Council, the City of Las Vegas engaged Geiger & Associates to implement a similar campaign (2004-2006).**

If this is a repeat event, how many individuals attended in each of the past three (3) years? **NA**

What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc.)

What amount of funding are you requesting? $0 - $2,500 $2,501 - $5,000 Please give the exact amount of funding you are requesting. **$65,000 for a one-year contract**

PART 11: PREVIOUS FUNDING REQUESTS

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

Yes. Volunteers from the above non-profit organizations requested and were funded $21,470 in November & December 2021 by Lodgers Tax for a 2-month campaign to market Las Vegas in print and radio as a holiday shopping destination throughout New Mexico, southern Colorado, and west Texas.

Las Vegas First IBA has received $98,375 in 2019/2020 for Storrie Lake Billboards ($22,442), Fridays al Fresco advertising ($5000), Visitors Guide ($32,500), and Clear Channel Billboards in ABQ ($38,733).

PART 111: EVENT DETAIL

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)
Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Requests must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

Description	COST	QUANTITY	TOTAL	Committee Review
This request is not for an event, but for the creation and implementation of a media marketing campaign to bring travel writers to Las Vegas and familiarize them with what Las Vegas has to offer as a year-round travel destination, and through their editorial coverage create a desire for travelers to visit Las Vegas. **This initial request is for pilot project seed money to initially market Las Vegas (historically the hub of the greater NENM region) with the potential for additional annual campaigns to establish a regional focus by partnering with other regional entities to market the greater Las Vegas area.**	**$65,000**			
Engage Geiger & Associates to provide the following services: **ADMINISTRATIVE** • Provide to client organization staff an account service team to provide daily				

consultation (if required), support, and liaison services in the areas of PR, media inquiries, campaign implementation. • Visit LV for an initial planning meeting & research. • Meet to evaluate campaign objectives, refine strategy, review progress. • Develop comprehensive media list. **MEDIA TOUR IMPLEMENTATION** • Develop media invitation packet & itinerary including optional activity descriptions. • Target appropriate media, send invitations, track journalists responses, plan individual itineraries for each participant. • Secure airline sponsorship for each participating journalist. • Provide detailed media credential list of participating journalists to LV client organization. • Coordinate activities, meals, lodging during two media tours. • Coordinate ground transportation and provide G&A staff to accompany journalists. • Conduct media & industry partner follow-up. **REPORTING** • Secure copies of all editorial coverage. • Determine dollar value of coverage in terms of paid advertising. • Develop reports of results. **COLLATERAL MATERIALS DEVELOPMENT** • Develop a social media matrix to enable journalists easy links while on tour in LV. • Distribute media releases, review local photo library, and distribute images in response to editorial requests **MEASUREMENT & EVALUATION OF RESULTS** • Determine which media outlets visited LV.				

• Determine how many of those outlets produced specifically targeted editorial coverage. • Determine if specific and desired media messages were included in the coverage. • Determine value of sponsored airfare. • Determine advertising equivalency of editorial coverage. • Review tourism-related tax collections.				
ATTACHMENT: Complete Geiger Proposal WWW.GEIGERPR.COM				

TOTAL COST OF EVENTS **$65,000**

Committee Review Amount

PART IV: EVALUATION INFORMATION

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

1. Lodgers Tax Impact Information (10 Point Value)

1.1. How does your event create the need for an overnight stay thus creating lodgers tax revenue? **The entire focus of this campaign is to promote leisure travel to Las Vegas, NM through the experience of travel writers and their diverse media outlets. Destination marketing, the specialty of Geiger & Associates, focuses on Public Relations (PR) as its principle vehicle to build brand, a complementary strategy to paid advertising. Consumers consistently give high marks to information gleaned from editorial page stories when making decisions, in this case, when deciding where to spend travel dollars. By implementing a destination marketing plan using individualized itineraries for participating travel writers, each participating writer gains first-hand knowledge of the destination which is shared across a range of media outlets. This first-hand experience when shared with potential travelers can change visitor attitudes toward a destination and stimulate interest in that destination.** (In part, from *Destination Marketing Insights* by Marshall E. Murdaugh.)

Our past experience with Geiger provided anecdotal evidence from restaurants featured in editorial coverage that travelers arrived looking for specific menu items that had been featured in the editorial coverage.

A multi-year Geiger client (2007-2021) hosted 1072 travel journalists who generated 2432 travel articles in various media reaching 4.4 billion consumers across all editorial content. That editorial content coverage was equivalent to $32.2 million in paid advertising

I .2. How many Las Vegas room nights will be generated? (A room night is a paid night of lodging in an establishment that pays Lodger Tax.)

Results from the previous destination marketing campaign as implemented by Geiger & Associates can be found in City of Las Vegas records.

SECTION A TOTAL PONTS 10 Points Max.	
Evaluator Use Only	

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

2.1 How many individua ls are anticipated to attend the event? How did you calculate this number? **Results from the previous destination marketing campaign implemented by Geiger & Associates can be found in City of Las Vegas records.**

2.2. What percentage of attendees will be non-City residents? How many will come from within San Miguel County? Mora County? Santa Fe County? Infra-State? Out of State? **Since Geiger's focus is US and Canadian journalists it is likely all travelers will be from out-of-state, in addition to other parts of New Mexico.**

3. What are the anticipated ages of the participants? Please provide estimates of what your audience will be composed of, demographics, psychographics. **All ages and demographics. Travelers from a diverse readership who are interested in what Las Vegas has to offer.**

SECTION B TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

3. Quality of Life (10 Point Value)

3.1 . Do you provide a program or event that is otherwise absent in the City of Las Vegas? **Currently there are no programs in place to market Las Vegas in this manner.**

3.2. Has this program or something similar been requested by tourists and/or residents? Who made the request and how was the request made? **This request is made on behalf of those business entities who remember the positive impact of the first Geiger campaign, which benefited hotels, restaurants, museums, shops, gas stations, parks and monuments in Las Vegas and surrounding areas.**

3.3. Does this event occur during a season when Las Vegas typically lacks events (Spring, Winter) **This will be a comprehensive campaign with travel writer tours twice yearly to position Las Vegas as a year-round travel destination.**

SECTION C TOTAL POINTS 10 Points Max.	
Evaluator	Use Only

4. Financial Information (10 Point Value)

4.1. What is the total budget for this event? (Include marketing costs; please exclude any assistance you may receive.) **$65,000 for a one-year contract with Geiger & Associates.**

4.2. Where are matching funds, sponsorships, and other sources of funding being obtained? Include ALL sources and amounts and specific uses of funds. **Bullets 1-3 are a function of the number of journalists participating in the media tours.**

- **In the past, Geiger has been able to guarantee sponsored air fare for all travel writers.**
- **Local hotels will be requested to provide complimentary accommodations for travel writers as they did during the first Geiger campaign.**
- **Local restaurants will be asked to provide breakfast and lunch for participating travel writers during their stays as they did during the first Geiger campaign.**
- **Depending on travel itineraries, local museums/tour operators may be asked to provide docents.**
- **Visitor Center staff, and possibly front desk staff of local hotels, may be asked to accompany travel writers on their itineraries, a no-cost training opportunity for them.**

- **Volunteers who have researched and submitted this application have donated in-kind hours to its design and will likely provide additional hours throughout the Geiger campaign.**

SECTION D TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

5. Marketing Plan (10 Point Value)

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

5.2. If provided with marketing design assistance, what is your intent to supplement what is provided? **Geiger & Associates will work with sponsoring non-profits and City entities to ensure continuity of message and design specifications.**

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

SECTION E TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

6. Documentation (10 Point Value)

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

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose? **NO**

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

7. Other (10 Point Value)

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

In addition to "heads in beds" and therefore additional lodgers tax funds, the City of Las Vegas will reap additional GRT as visitors to Las Vegas will patronize restaurants, gas stations, shops, and possibly return for other events and therefore continue the revenue stream.

SECTION G TOTAL POINTS 10 Points Max.	

PART V: ASSURANCES AND CERTIFICATIONS

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

PRINTED NAME: Willo MacPhee

TITLE: President

SIGNATURE:

DATE: 3-30-22

CITY USE ONLY

RECEIVED BY: _____ DATE: _____

Printed Name / Title: MEREDITH BRITT, vice-president, Las Vegas First FCU

Signature / Date: Meredith Britt, 4-1-22

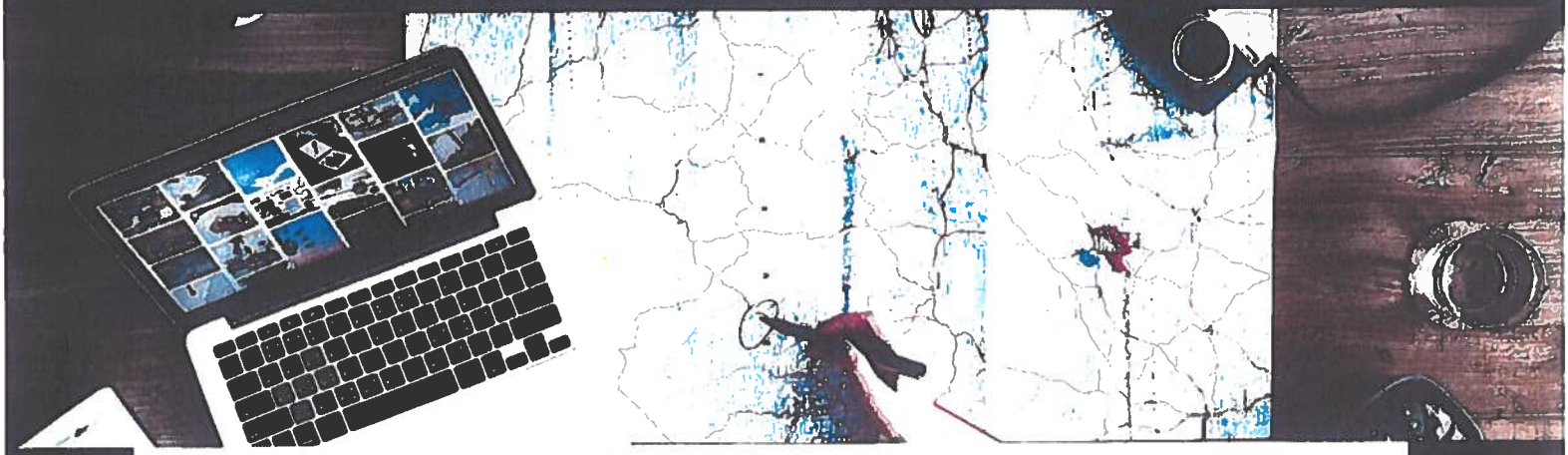
MEDIA MARKETING PROPOSAL

LAS VEGAS FIRST

GEIGER & ASSOCIATES
PUBLIC RELATIONS

WWW.GEIGERPR.COM

ABOUT US



Geiger & Associates Public Relations, Inc. was founded by Debbie Geiger in 1985 after she left the Florida Division of Tourism, where she served as Bureau Chief of the state's 19-member Tourism Publicity Bureau. Our firm and its destination marketing specialists have assisted more than 200 destination marketing organizations and other tourism industry clients in communicating specific messages to various audiences of journalists and other opinion influencers/potential visitors/revenue sources. We have organized more than 2,000 group media tours-all coordinated by G&A staff and sponsored by airlines and local tourism industry partners. We are media tour experts and conduct an average of 80 per year over our 38 years in business.

Those 200+ clients include state tourism agencies such as (Tennessee, Michigan and Wisconsin); smaller community CVBs (Door County, Lake Geneva and Fredericksburg and the Texas Hill Country), large urban CVBs (San Antonio, Nashville and Ann Arbor); regional tourism organizations (Ski New Mexico, the Southern & Eastern Kentucky Tourism Development Association and Canada's Tourism Directorate of New Brunswick); resorts (Amelia Island Plantation Resort & Spa, The Westin La Cantera Hill Country Resort and Big Cedar Lodge); international clients (Virgin Atlantic, Elegant Ireland and Tourism Tasmania); and other types of organizations with a tourism marketing component (the National Trust for Historic Preservation, U.S. Forest Service and Bass Pro Shops).

NEW MEXICO EXPERIENCE

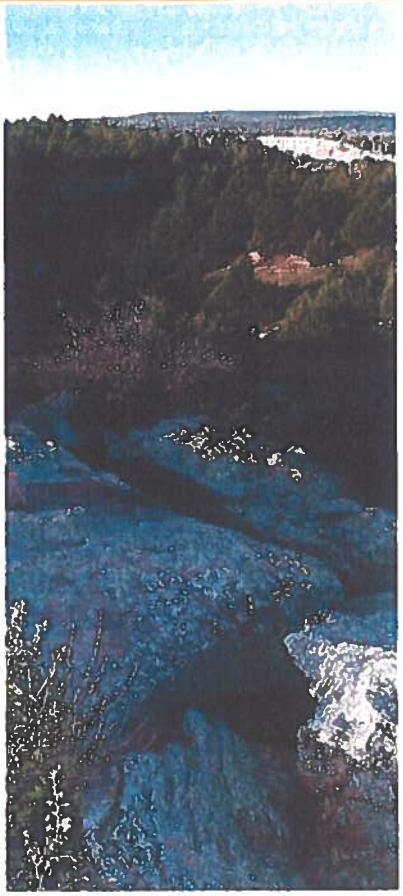
Geiger & Associates Public Relations, Inc. has extensive experience within the state, including a media marketing contract with Las Vegas, NM from 2004-2006, and has worked with the following Destination Marketing Organizations:

Albuquerque CVB
Destination Taos
Heritage Hotels & Resorts
Las Cruces CVB
Farmington CVB
New Mexico North (Region 5)
Red River Ski Area
Ski New Mexico

OBJECTIVES

The purpose of the media marketing activities in this proposal is to encourage U.S. and Canadian consumers to visit Las Vegas, NM.

G&A's media marketing program is designed to influence specific targeted markets of potential visitors to stay in Las Vegas, NM lodging properties; to do business with Las Vegas, NM service providers, merchants and restaurants; to visit commercial attractions, art galleries, museums, historic sites, monuments, parks, natural sites and other scenic areas; to attend festivals and cultural performances; and to influence those respective purchasing decisions through favorable editorial coverage of the tourism product in Las Vegas, NM.



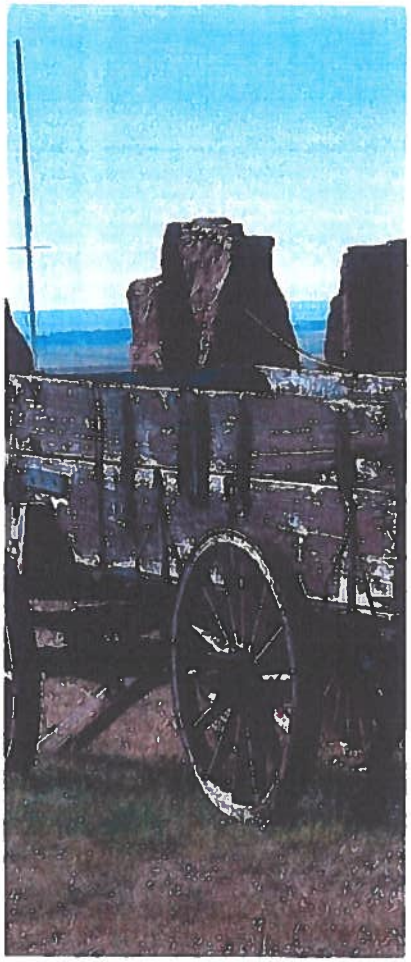
WHAT CAN POSITIVE, EARNED MEDIA COVERAGE ACCOMPLISH?

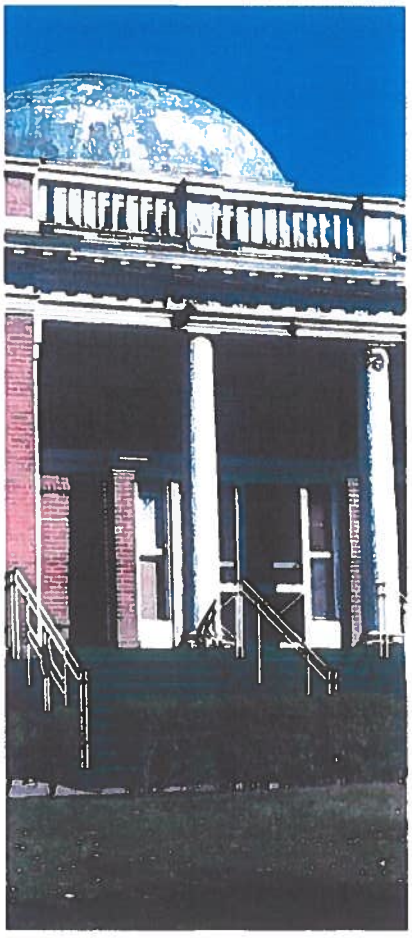
Positive publicity about Las Vegas, NM and its visitor offerings can accomplish a number of goals. By reaching visitors in consumer travel, travel trade, meeting trade, cuisine, environmental, outdoor recreation and lifestyle publications; digital outlets and social media resources in U.S. and Canadian media, our media marketing program will:

- Position the tourism offerings of Las Vegas, NM under the umbrella of a unified brand which allows each segment of the tourism industry to be more marketable collectively than individually.
- Introduce new components of Las Vegas, NM tourism offerings on a regional and national level.
- Increase visibility for Las Vegas, NM and seek new story angles for editorial coverage in media outlets which have featured the area in the past.
- Increase tourism business for Las Vegas, NM and its tourism industry members during off-peak times by placing publicity about the area during appropriate consumer travel planning periods and by publicizing its off-peak advantages, packages and promotions.
- Encourage consumers to view the area as a four-season destination.
- Position Las Vegas, NM as an affordable destination offering good value for visitors.

OBJECTIVES -continued

- Provide ongoing publicity for Las Vegas, NM in order to offset the exposure of competing destinations.
- Remind potential visitors in nearby drive markets, and other contiguous states that Las Vegas, NM is a close, safe and constantly evolving destination to visit.
- Capitalize on current tourism trends by positioning Las Vegas, NM as a destination with strong heritage tourism, cultural tourism, nature-based and recreational tourism offerings.
- Broaden Las Vegas, NM reach into relatively untapped U.S. demographic markets (those that would be prohibitively expensive to reach via paid advertising).
- Increase length of stay, increase percentage of visitors staying in hotels/motels/b&bs/guest houses, and increase per person expenditures (without sacrificing any focus on the traditional markets).
- Educate potential visitors about the scope and diversity of the offerings for visitors to Las Vegas, NM to encourage them to increase length of stay and experience more than the area's most iconic and well known offerings.
- Encourage visitors to the region who are participating in meetings, business trips and a variety of events to extend their stay to experience a variety of offerings in Las Vegas, NM.
- Increase the visibility of Las Vegas, NM on the internet through positive and proactive digital editorial coverage - with links to Las Vegas First and those of its tourism industry partners. Utilize social media to increase short lead time coverage of the destination and Las Vegas, NM events.
- Increase inquiries which can be directly tracked to this media marketing program.
- Augment and lend credibility to the paid advertisements, sales activities and website claims of Las Vegas, NM and its tourism industry partners.
- Capitalize on the momentum of Las Vegas, NM existing marketing program by coordinating the media marketing component with all other current marketing efforts.
- Lay the groundwork for ongoing publicity and media relations campaigns.





MEDIA MARKETS

In order to accomplish the objectives outlined, Geiger & Associates would target the following media markets on behalf of Las Vegas and its tourism industry members:

DAILY NEWSPAPER AND CITY MAGAZINES IN APPROPRIATE GEOGRAPHIC MARKETS
Dallas Morning News, Arizona Republic, Los Angeles Times, The Denver Post, Austin American-Statesman, Houston Chronicle and Kansas City Star

SYNDICATED COLUMNISTS SPECIALIZING IN TRAVEL FOR
Associated Press, McClatchy/Tribune, Creators, Hearst, Gannett, Universal Press and Times Mirror

NATIONAL CONSUMER TRAVEL PUBLICATIONS & DIGITAL EDITIONS
Travel + Leisure, Condé Nast Traveler, National Geographic Traveler, Afar, Global Traveler and Departures

CITY AND REGIONAL PUBLICATIONS & DIGITAL EDITIONS
Sunset Magazine, Western Art & Architecture, Southern Living, PHOENIX Magazine, Houstonia Magazine and Denver's 5280 Magazine and Southwest Art

LIFESTYLE AND SHELTER PUBLICATIONS & DIGITAL EDITIONS
Better Homes and Gardens, Country Living, Reader's Digest, Departures, Luxury and Mountain Living

LARGE VISITATION DIGITAL OUTLETS
USA Today, Budget Travel, CNN, NPR, Fodors, Huffington Post, MSN, Yahoo!, Thrillist, Buzzfeed, and Style Blueprint

FOOD PUBLICATIONS & DIGITAL EDITIONS
bon appétit, Wine Enthusiast, Cooking Light, Relish, Saveur, Food Network Magazine, EatingWell Magazine, Cook's Illustrated, Food & Wine, Taste of Home

OUTDOOR RECREATION AND FITNESS PUBLICATIONS & DIGITAL EDITIONS

WOMEN'S PUBLICATIONS & DIGITAL EDITIONS
Oprah, Woman's Day, First for Women, TravelGirl, and Redbook

MEN'S PUBLICATIONS & DIGITAL EDITIONS
GQ, Men's Health, Civilian, Bleu, Details, Men's Journal and Esquire

FAMILY PUBLICATIONS & DIGITAL EDITIONS
Today's Parent, Red Tricycle/Tiny Beans, Family Vacation Critic, Parents and New Mexico Kids

IN-FLIGHT PUBLICATIONS
for airlines servicing ABQ - American Way, and United Hemispheres

ENVIRONMENTAL/WILDLIFE PUBLICATIONS & DIGIAL EDITIONS
Audubon, Birds and Blooms and Eco Travler

AUTO TRAVEL & AFFINITY, MOTORCYCLE AND AAA PUBLICATIONS & DIGITAL EDITIONS
Cycle World, Motorcyclist, American Motorcyclist, American Iron Magazine, Subaru Drive, U.S. Rider News, Motorcycle Travel & Adventure, Road Runner, Rider, AAA Explorer, AAA Going Places, GO Magazine, Car & Travel, Highroads, Home & Away and AAA Journeys

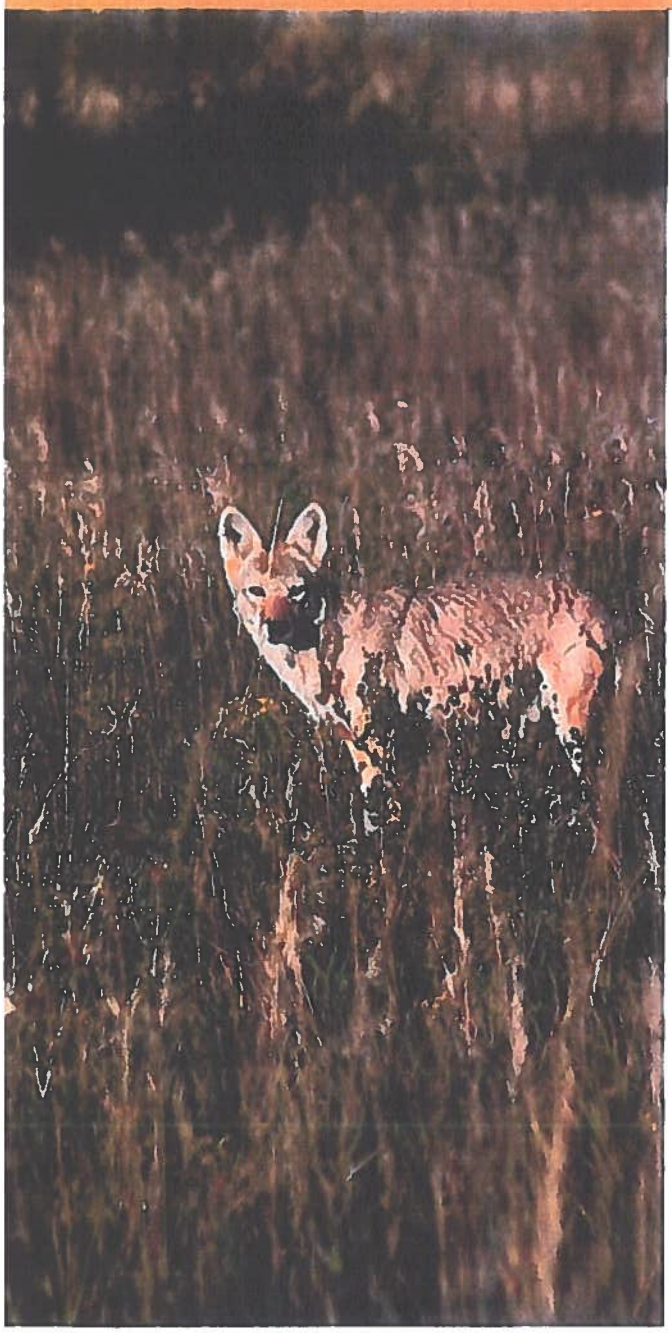
MEETING TRADE AND PROFESSIONAL SPECIALTY PUBLICATIONS & DIGITAL EDITIONS
Successful Meetings, Meeting News, Convene, Small Market Meetings, One+ (Meetings Professionals International), Prevue, Meetings & Conventions, Bank Travel, Diversion, Forbes FYI and Physician's Travel & Meeting Guide and Just For Canadian Doctors

SENIOR PUBLICATIONS & DIGITAL EDITIONS
Where to Retire, AARP - The Magazine, LIVING WELL Magazine and Mature Lifestyles

NATIONAL CABLE AND NETWORK BROADCAST PROGRAMS

GEOGRAPHIC MARKETS

To accomplish these objectives, Geiger & Associates would target domestic ADIs (areas of dominant influence) that are:



WITHIN 50 MILES OF A MAJOR HIGHWAY LEADING INTO THE AREA

WITHIN TRADITIONAL DRIVE MARKETS AND CONTIGIOUS STATES SUCH AS-

New Mexico
Colorado
Arizona
Texas
Utah
Oklahoma

WITHIN EMERGING MARKETS DEFINED BY LAS VEGAS FIRST

OFFERING DIRECT AIRLINE SERVICE INTO ABQ SUNPORT

Dallas
Houston
Austin
Los Angeles
Burbank
San Diego
Phoenix
Denver
Las Vegas
Seattle
Salt Lake City
Portland
Atlanta
Chicago

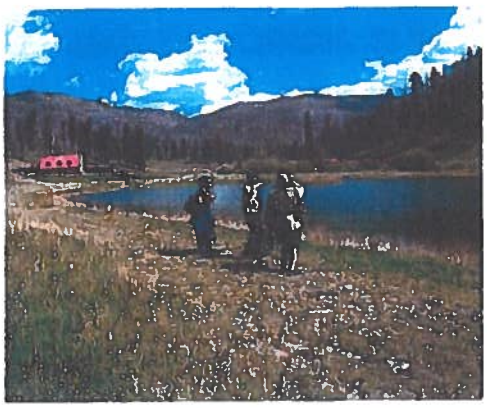
MEDIA TRANSPORTATION

Since the founding of our firm in 1985, G&A has been able to guarantee sponsored air transportation for all journalists attending tours - saving clients a significant amount on expenses.

KEY MEDIA MESSAGES

The media marketing program will provide exposure for a broad cross section of the tourism industry in Las Vegas, NM. Many of the visiting journalists will write multiple articles, and many of the articles will cover a diversity of touristic offerings. We expect resulting publicity to convey key messages central to meeting the marketing objectives of Las Vegas First:

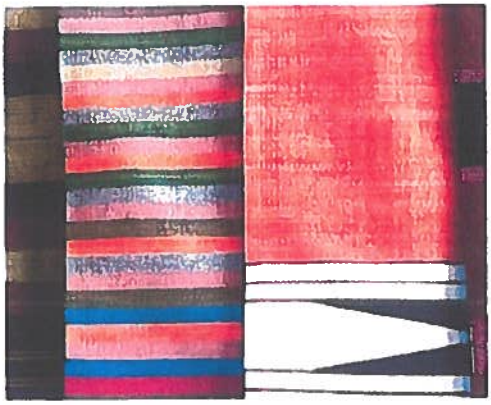
Las Vegas is one of the most unique, undiscovered and interesting tourism destinations in the United States



Las Vegas offers an opportunity to experience an uncrowded, COVID-safe environment as consumers return to travel

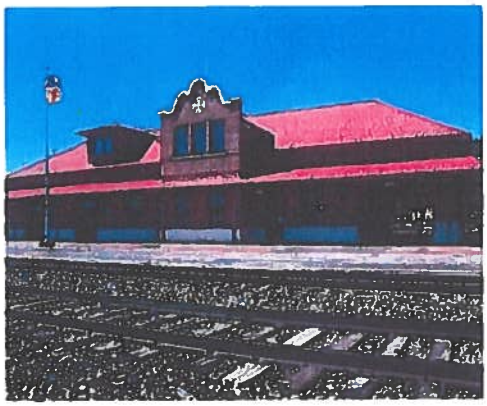
Las Vegas offers distinctive lodging options with several historic hotels

- *Castaneda Hotel*
- *The Plaza Hotel*
- *El Fidel Hotel*



Las Vegas is home to a bourgeoning artist and crafter community

- *Christopher Thomson Ironworks*
- *Tito's Gallery*
- *El Zócalo Art Gallery*
- *Fat Crow Press*
- *Gallery One Six Six*
- *Public art mural tour*
- *Mora Valley Wool Mill*



Las Vegas has convenient Amtrak rail service and compelling railroad history

- *With the arrival of the Atchison, Topeka and Santa Fe Railroad in 1879, Las Vegas became a boomtown. The influx of European residents provided the town with a variety of architectural styles.*
- *Visitors today can see the restored historic depot and learn about Harvey House history.*

Downtown Las Vegas is achored by Old Town Plaza

- *Visitors find galleries, shops, antique dealers, restaurants and historic hotels.*

KEY MEDIA MESSAGES -continued-

Las Vegas is a dynamic outdoor recreation destination

- *Horseback riding in the Sangre de Cristo Mountains*
- *Hiking, biking and birding at Las Vegas National Wildlife Refuge*
- *Hiking at Villanueva State Park*
- *Birding at Sabinoso Wilderness*

Las Vegas is a significant heritage and cultural destination

- *Fort Union National Monument*
- *Pecos National Historical Park*
- *Las Vegas Museum and Rough Rider Memorial Collection*
- *Historic Downtown Plaza and walking tour*
- *Montezuma Castle (Armand Hammer United World College of the American West)*
- *Carnegie Library*

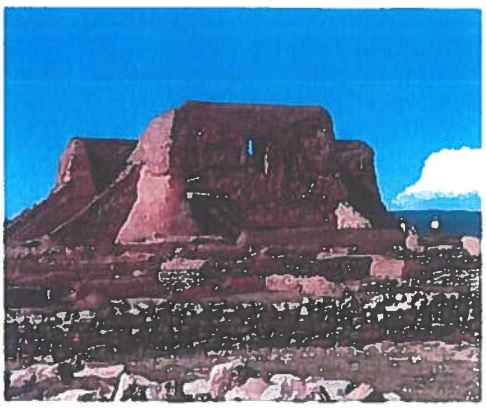
Las Vegas has a sunny, temperate climate and is an ideal four-season destination

- *Temperatures tend to be mild due to the high desert air. The area enjoys four seasons with an average annual temperature of 50 degrees.*
- *The warm season lasts from May 28 to September 15, with an average daily high temperature above 76°F.*

Las Vegas has an authentic culinary scene and agri-tourism offerings

- *New Mexico cuisine and chile peppers - Pino's Family Restaurant, Charlie's Spic & Span, Abraham's Tiendita*
- *Raspberry picking at La Cueva Farm*
- *Tasting at Las Nueve Niñas*

Las Vegas offers great value for visitors in all budget ranges



Las Vegas is a growing community and ideal for return visitors with new attractions, lodging, restaurants, recreational offerings, shops, facilities and improvements

RECOMMENDED SERVICES

ADMINISTRATIVE SERVICES

- *Maintain an account team to service the tourism office account (so that someone familiar with the area will be available to the media and DMO staff every day)*
- *Visit Las Vegas, NM for an initial planning meeting and conduct research, as needed, to familiarize our account team with the area's tourism offerings*
- *Be available daily by phone and email for consultation on matters of public relations and media marketing.*
- *Have meetings with the DMO staff during the year, for the purposes of refining strategies and reviewing progress. Often these can occur on an informal basis during press tours.*
- *Review all available information about the DMO's post-pandemic marketing efforts to better understand goals and evaluate successes.*
- *Evaluate program's objectives and generated publicity to make suggestions for the future*
- *Develop a comprehensive media list for agency use containing target markets for dissemination of press tour materials*
- *Act as a liaison between the media and Las Vegas First to screen journalists' credentials, fulfill media inquiries, provide copy verification and arrange interviews*

REPORTING SERVICES

- *Secure copies of editorial coverage resulting from media tours and determine dollar value of the coverage (as if it had been purchased as paid advertising) as well as circulation and visitation figures*
- *Develop comprehensive reports demonstrating the results of the media tour program.*

COLLATERAL MATERIALS DEVELOPMENT

- *Develop a social media matrix with Instagram, Facebook and Twitter handles for media tour sponsors to enable journalists to easily link to them during their visits to Las Vegas.*
- *Develop a document with the social media handles for all visiting journalists to enable local tourism industry members to follow the experience of the visiting journalists in real time.*
- *Distribute media releases to our database of appropriate contacts (past media tour participants as well as G&A developed media lists).*
- *Review the DMO's photo library and distribute*

RECOMMENDED SERVICES
-continued-

MEDIA TOUR IMPLEMENTATION

Plan, coordinate and conduct two comprehensive group media tours (for eight journalists) targeting media outlets reaching appropriate markets for Las Vegas, NM. Dates of media tours will be scheduled with the input of Las Vegas First, local tourism industry members and airline sponsors.

- *Develop a compelling media invitation packet and itinerary with optional activity descriptions*
- *Target appropriate media from master list, send invitation materials, track journalists responses and plan travel itineraries for each participant*
- *Secure airline sponsorship for participating journalists (so that Las Vegas First incurs no cost for bringing media tour groups to the area for editorial research)*
- *Develop social media matrix of media tour sponsors to increase Las Vegas content on social media outlets related to the media tour*
- *Provide a detailed media credential list of participating journalists to Las Vegas*
- *Coordinate activities, meals and lodging during media tour as part of a detailed itinerary*
- *Coordinate ground transportation and provide G&A staff to accompany journalists*
- *Conduct media and industry partner follow up*

MEASUREMENT & EVALUATION

G&A would expect to be able to measure the effectiveness of the media marketing program on a number of levels including:

- *Determining which of our targeted media outlets came to visit Las Vegas, NM as a result of this program.*
- *Determining how many of those targeted media outlets produced specifically targeted editorial coverage about Las Vegas, NM as a result of this program.*
- *Determining how effective we were at getting specific and desired media messages (from the above media messages section of this proposal) into the coverage.*
- *Determining the value of sponsored air transportation donated to the program. These represent expenditures that the DMO did not have to make to support this program.*
- *Determining the advertising equivalency of the editorial coverage generated by this program (as if it had been purchased as paid advertising).*
- *Finally, increases in tourism-related tax collections should demonstrate the effectiveness of all of the DMO's marketing activities.*

Of course, with an increase in travel media coverage you should also see a

FINANCIAL SUMMARY

To implement this media marketing program

TIMING

This is an annual program, and can begin July 1, 2022. Dates for the group media tours could be selected based on the timing of seasonal offerings.

FEES

Fees for this annual program will be $65,000.
Travel expenses for Geiger & Associates' staff for implementation of the media tour (including staff air travel, rental van and fuel) as well as gratuity for group meals provided on a complimentary basis will be billed at cost (with no markup or commission) and only with the advance approval of Las Vegas First. These expense costs will not exceed a pre-negotiated amount.

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: June 15, 2022

Date Submitted: 06/02/2022 **Department:** Community Dev.

Item/Topic: Request for approval of Lodger's Tax funding in the amount of $40,770.00 for infrastructure improvements downtown Las Vegas.

Fiscal Impact: $40,7700.00 to Lodger's Tax budget

Attachments: Application submitted to the Lodger's Tax Board

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, NEW MEXICO
REQUEST FOR INFRASTRUCTURE ASSISTANCE

Requests must be received by the Community Development Department

For questions email: cbaca@!asvegasnm.gov or (505) 454-1401 ext 1607

PART 1: PROJECT NFORMATION

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

Organization Name: MainStreet de Las Vegas

Infrastructure Request: This is a request for needed infrastructure improvements to downtown Las Vegas as allowed as an applicable use of Lodgers Tax Funds for tourist related improvements.

Location: Plaza Park, Bridge Street, 12th Street, Douglas Avenue, East Lincoln Avenue

Event Start Date: _____ Event End Date: _____

Is this a new request? • Yes

If this is a repeat event, how many individuals attended in each of the past three (3) years?_____

What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc.)

N/A Not applicable

PART 11: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding? Yes No What amount of funding did you receive? Dates/Amounts (past 3 years) **None in the past three years**

PART 111: Infrastructure Request Detail:

Funding is requested for street furniture for the three historic downtown districts. This includes streetlamps, benches, trash receptacles and flower planter boxes. National MainStreet recommends that street furniture be period appropriate consistent styles and colors to reflect the architectural

period of the district and not detract from the buildings and business facades to encourage shopping and economic benefit. Pedestrian amenities should be considered a requisite public expenditure just as other necessary elements of the street, such as traffic signals and signage. Improved street vitality has been shown to improve public safety and comfort, tourists' experience, the health of local businesses, local real estate values, and transportation habits. Properly placed street furniture can draw people to a location and give them reasons to stay. Large groups of friends will use it, or it can even stimulate greater social interaction between strangers. It provides rest places for the elderly and people with mobility issues.

Streetlamps: Current Street lamps on Douglas Avenue are tall, goose neck lights which provide ample light and are in good condition. Streetlamps will be added during the Great Blocks Project in the Railroad District and have been approved by NM Historic Preservation Department, NMHPD. Streetlamps in Old Town are charming and correct for the period of the district; some of these streetlamps are not secured correctly to the sidewalk and some are occasionally hit by drivers and the City over the years has replaced them with matching lights.

MSLV Recommendation: no additional streetlights are needed except in the Railroad District which will be accomplished with the current Great Bocks project.

Trees: MainStreet de Las Vegas, MSLV, purchased and planted 48 plum, crabapple, and pear trees from fundraising by former board member, Terry Mossman. The trees are primarily located on Douglas Avenue. During Mayor Ortiz's tenure, the trees were watered by City of Las Vegas during a severe drought using non-potable water. NMHU added 8 similar trees to Douglas between 8th and 9thstreets. Additional trees will be added to East Lincoln and Railroad Avenue during the "Great Blocks on Railroad" project which began on 3/26. New Mexico Historic Preservation Division (NMHPD) recommends that no trees be added to Bridge Street because of the width of the sidewalks and feel they would detract from the Plaza Park. The trees are established now and may need pruning every 3 years by the City's Parks Department.

Benches: MSLV began fundraising from local citizens to purchase benches in 2010 and currently there are 8 benches on Douglas and Old Town purchased from Keystone Ridge with the style approved by NMHPD (Lamplighter #6 currently priced at $1,590 each). The benches are powder coated which prevents graffiti. Each of the 10 benches were installed by City of Las Vegas and are bolted to the sidewalk.

Keystone Ridge Designs, Inc.
670 Mercer Road
Butler, PA 16001
www.kelystoneridgedesigns.com

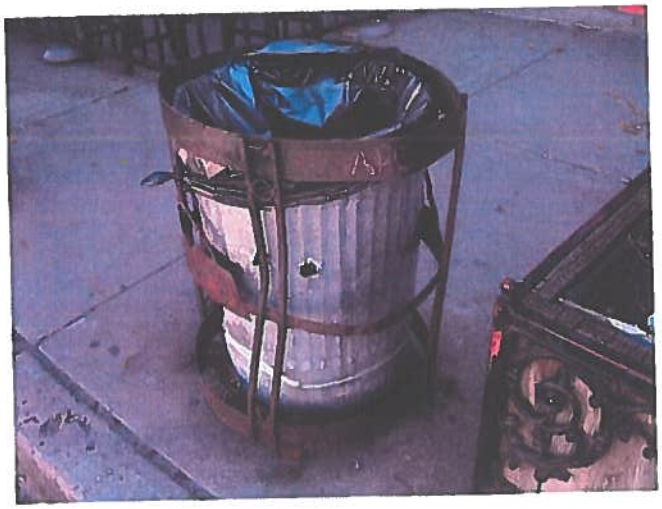
Burgundy Lamplighter Series #6

MSLV Recommendation: Three or four additional benches should be added to Plaza Park exterior perimeter and will occur as fundraising from MSLV permits. Additional benches will be purchased for the Railroad District as part of the Great Blocks on Railroad project. The design is different from New Town and Old Town to reflect the distinct character of the Railroad District and has been approved by NMHPD.

Trash receptacles:

Currently, there are 11 trash receptacles on Douglas Avenue and 10 on Bridge Street purchased again by fundraising efforts of MSLV and approved by NMHPD. These receptacles replaced badly dented receptacles. The style is "Midtown Trash Receptacle" 32 gallon and are easily emptied by our Streets Department; they are powder coated to prevent graffiti. The cost per receptacle is currently $960. The City of Las Vegas installed each receptacle by bolting them to the sidewalk.

Midtown Trash Receptacle



Previous trash receptacles

MSLV Recommendation: Five more trash receptacles are needed on the north and south sides of the bridge and on 12th Street near the Skillet.

Flower Boxes:

There are 14 flower boxes on Bridge Street and 10 on Douglas Avenue which due to their age are now unsightly and in need of paint. This was an error on the part of MSLV about 10 years ago when we purchased them at $100 each and painted them to coordinate with the benches and trash receptacles. MSLV bought flowers and planted them for 2 years with community volunteers. The challenge then and now is the care and watering from local business owners.

MSLV Recommendation: The existing flowerpots could be removed with help from City of Las Vegas and installed in the new Community Garden located on Railroad Avenue to serve as an exterior perimeter or to identify different vegetables or herbs. The pots can be repainted by children or farmers. About 25 new flowerpots are needed that are resin and graffiti resistant that complement existing street furniture. Terra Cast Products sells these to many downtown districts and are an example of an attractive addition to Douglas and Old Town districts (Great Blocks on Railroad project will include landscaping).

Terra Cast Barrel resin planter available in many colors at $320 plus shipping

MSLV recommends that we apply to New Mexico MainStreet for services of Amy Bell, Landscape Architect, to review the style of new planters and to review the relocation of existing tubs to the community garden. Once her advice is received, MSLV plans to apply to City of Las Vegas Lodgers Tax Board for theses planters. 20 planters at $320 each = $6,400. If this application is approved, MSLV will raise $500 each year to plant appropriate annuals (again using advice from NMMS' Amy Bell), add gravel so they are not movable and good soil with volunteers from City of LV Garden Club and local volunteers. The challenge will remain of encouraging local shop owners to water the pots and MSLV will work with Las Vegas First Independent Business Alliance and Las Vegas Chamber of

Commerce to assist in encouraging business owners to care for the flowerpots in front of their businesses.

Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Requests must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

BUDGET for LTAX Infrastructure Request

Item description	Supplier	Cost per unit	# of units	Total Cost	Match
Trash receptacles	Keystone Ridge	$960	5	$4,800	
Benches	Keystone Ridge	$1,590	3	$4,770	
Benches	NMHU students	$1,200	3	$3,600	
Flower planters	Terra Cast Planters	$320	20	$6,400	
Moving Heritage Sign	Robert Feeley	$1,200	1	$1,200	
City Public Works Dept. to remove and install sign	City of Las Vegas				$2,000
*Part Time Contractor/1 year				$20,000	
Total Project Cost				$40,770	
Total Request					

Description	UNIT COST	QUANTITY	TOTAL	Committee Review

TOTAL COST OF EVENT $

Committee Review Amount

PART IV: EVALUATION INFORMATION

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

1. Lodgers Tax Impact Information (10 Point Value)

1.1. How does your event create the need for an overnight stay thus creating lodgers tax revenue? Street Furniture suggests a warmth of welcome and an understanding of need. It encourages people to stay awhile, to check their phones, snack or watch the world go by. This adds to the principle that visiting streets and other communal areas should now be an enjoyable "experience" rather than merely a task.

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

SECTION A TOTAL POINTS 10 Points Max.	N/A
Evaluator Use Only	

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

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

Having enough street furniture also promotes equality of opportunity, as it provides rest places for the elderly and people with mobility issues. Parents of small children can use it in public spaces and amenities, to keep a watchful eye on their youngsters, making accessibility and use more assured.

Properly placed street furniture can draw people to a location and give them reasons to stay. Large groups of friends will use it, or it can even stimulate greater social interaction between strangers.

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

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

SECTION B TOTAL POINTS 10 Points Max.	N/A
Evaluator Use Only	

3. Quality of Life (10 Point Value)

3.1. Do you provide a program or event that is otherwise absent in the City of Las Vegas? NO

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

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

SECTION C TOTAL POINTS 10 Points Max.	N/A

Evaluator Use Only

4. Financial Information (10 Point Value)

4.1. What is the total budget for this event? (Include marketing costs; please exclude any assistance you may receive.) **$40,770**

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

SECTION D TOTAL POINTS 10 Points Max.	$2,000
Evaluator Use Only	

5. Marketing Plan (10 Point Value)

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

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

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

SECTION E TOTAL POINTS 10 Points Max.	N/A
Evaluator Use Only	

6. Documentation (10 Point Value)

6.I . Have Lodger Tax rules been followed, and all requested documents provided? YES

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

SECTION F TOTAL POINTS 10 Points Max.	NO
Evaluator Use Only	

7, Other (10 Point Value)

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

SECTION G TOTAL POINTS _____ 10 Points Max.	N/A
Evaluator Use Only	

PART V: ASSURANCES CERTIFICATIONS

1CERTIFY THAT 1 AM AUTHORIZED TO ACT ON BEHALF OF THE ORGANIZATION MAKING THIS APPLICATION AND THAT STATEMENTS ARE COMPLETE AND ACCURATE TO THE VEST OF MY KNOWLEDGE. IF FUNDED, WE WILL KEEP A CLEAR AND ACCURATE ACCOUNTING OF HOW FUNDS WERE UTILIZED. REQUESTS WILL FOLLOW CITY POLICY. WE UNDERSTAND THAT SHOULD BE PROVIDED WITH MARKETING ASSISTANCE AND THE EVENT IS CANCELLED, WE WILL BE OBLIGATED TO PAY FOR THE COST OF ANY AND ALL COSTS ASSOCIATED WITH THE DESIGN AND PLACEMENT OF ADS. WE UNDERSTAND THAT THE CITY MAY EVALUATE THE USE OF FUNDS AS REQUIRED AND APPROVED BY THE CITY OF LAS VEGAS AND WE WLL DELIVER A REPORT ON EACH EVENT WITHIN THIRTY (30) DAYS TO THE CITY.

PRINTED NAME: Reina Fernandez

TITLE: MSLV President

SIGNATURE: Reina Fernandez

DATE: 4/1/2022

CITY USE ONLY

RECEIVED BY: _____ **DATE:** _____

KOB 4

City of Las Vegas Summer Event Schedule

The proposed schedule:

- *Will have an unduplicated reach of 209,560 for Households or 29.9 for your target*
- *Will Reach 101,709 Households 3 or more times or 14.5 for your target*
- *Will Achieve 66.4 Gross Rating Points or 472.0 Impressions(000)*
- *Will have an average frequency of 2.2*
- *Have an average Cost Per Point of $48.49*
- *Have an average Cost Per Thousand of $6.82*

All this for an investment of $3220.00

Name: MERIDEE BARKER
Phone: 505-235-4468
email: MBARKER@KOB.COM

City of Las Vegas Summer Event Schedule

Book: 2ND QUARTER ESTIMATES

Market:	ALBUQUERQUE-SANTA FE [49]
Station:	KOB+
Schedule Date:	4/18/2022 - 5/15/2022
Advertiser:	City of Las Vegas
Agency:	NONE
Spot Length(s):	:30
Book:	2ND QUARTER ESTIMATES (sell)
Report:	Planner
Author:	Meridee Barker

Acct. Exec: MERIDEE BARKER
Phone #: 505-235-4468
Email: MBARKER@KOB.COM

https://www.kobadvertising.com/terms-and-conditions/

Flight Dates: 4/18/2022-5/15/2022

Program Time	Spot Length	AP 18	AP 25	MY 2	MY 9	DMA HH RTG	DMA HH 000	Wks	Rate Spots
KOB+									
EYEWITNESS NEWS 5A	:30	2	2	2	2	2.0	14.2	4	$100.00
GRPs/Impressions						16.0	113.6		8
SHR						14	14		
CPP/CPM						$50.00	$7.04		
Mo-Fr 5:00a-5:30a									
RTF Comment									
EYEWITNESS NEWS 5:30A	:30	2	2	2	2	2.2	15.7	4	$140.00
GRPs/Impressions						17.6	125.6		8
SHR						14	14		
CPP/CPM						$63.64	$8.92		
Mo-Fr 5:30a-6:00a									
RTF Comment									
EYEWITNESS NEWS MIDDAY	:30	2	2	2	2	p2.3	p16.2	4	$105.00
GRPs/Impressions						18.4	129.6		8
SHR						7	7		
CPP/CPM						$45.65	$6.48		
Mo-Fr 12:00p-1:00p									
RTF Comment									
JUDGE JUDY	:30	1	1	1	1	p3.6	p25.8	4	$115.00
GRPs/Impressions						14.4	103.2		4
SHR						10	10		
CPP/CPM						$31.94	$4.46		
Mo-Fr 3:30p-5:00p									
RTF Comment									
KOB+ Totals		7	7	7	7				
					GRP/(000)	66.4	472.0	**Spts:**	**28**
					CPP/CPM:	$48.49	$6.82		
					Reach:	29.9	29.9		
					Frequency:	2.2	2.2		

KOB Advertising

City of Las Vegas

CONTACT INFO

Agency Contact:
Client Contact:
Business Name: City of Las Vegas
Business Address:
Business Phone Number:
Contact Email:
Business Primary Website:

ESSENTIALS

Delivery: Creative and linking URL's should be included upon receipt of order. All materials must arrive 3 days prior to start date.
Delivery Metrics are based on ad servers. 3rd party reporting should be identified upon order submission.

Terms & Conditions: Please refer to 4A's/IAB Standard Terms & Conditions v 3.0.

Line Items: The individual named as Advertiser may approve the change or addition to this order via email. Ad Ops will provide advertiser with a work order to review and ensure that the changes or additions. Changes accepted when Ad Ops receives acknowledgement from advertiser via email.

MEDIA PLAN

Platform	Target	Geography	Start	End	Estimated Monthly Impressions / Views	Estimated Total Impressions / Views	Estimated Clicks	CPM	Monthly Budget	Total Investment	Ad Size
Programmatic Display (Banner Ads on top 5,000 websites) Competitive Blend	**Content:** Local News | Arts & Entertainment | Events & Listings **Demo:** 35+ **Behavior:** Concert Goers | In Market Concert Tickets | In market Family Fun (Mothers Day Targets, will change for each event)	Santa Fe County, NM | Bernalillo County, NM | Sandoval County, NM | Los Alamos, County, NM | Taos County, NM | San Miguel County, NM	4/15/22	9/30/22	142,857	857,143	857	$ 7.00	$ 1,000.00	$ 6,000.00	300x250, 728x90, 160x600, 320x50, 300x50
Facebook/Instagram Video (Video Ads Shown in Users News Feeds) Admix	**Demo:** 35+ **Behavior:** Concert Goers | In Market Concert Tickets | In market Family Fun (Mothers Day Targets, will change for each event)	Santa Fe County, NM | Bernalillo County, NM | Sandoval County, NM | Los Alamos, County, NM | Taos County, NM | San Miguel County, NM	3/1/22	9/30/22	1,786	10,714	450	Budget Based	$ 500.00	$3,000.00	Facebook Ads
YouTube Video (Video Ads That Play Before YouTube Content) Admix	**Demo:** 35+ **Behavior:** Concert Goers | In Market Concert Tickets | In market Family Fun (Mothers Day Targets, will change for each event)	Santa Fe County, NM | Bernalillo County, NM | Sandoval County, NM | Los Alamos, County, NM | Taos County, NM | San Miguel County, NM	3/1/22	9/30/22	1,786	10,714	55	$0.275 CPV	$ 500.00	$3,000.00	YouTube Video URL
Retargeting	Operations will retarget across all platforms mentioned above. Retargeting impressions will be based on engagement activity.										
Optimization	Operations will optimize the campaign across all targeting options working towards achieving the goals of the campaign, starting with Impressions, Clicks and Conversions. This may result in the campaign delivering mo										
Totals					146,428	878,571	1,362		$2,000.00	$12,000.00	

Contact - Signature: _____ **Date** _____

Agency - Signature: _____ **Date** _____

CITY OF

LAS VEGAS

NEW MEXICO

Presented to: Charles Griego

KRQE NEWS 13 | NEW MEXICO THE CW | FOX NEW MEXICO

KRQE DIGITAL

Strategy - Drive Tourism

3 TV Station Marketing
KRQE.com & Social Media

KRQE NEWS 13

NEW MEXICO THE CW

FOX NEW MEXICO

KRQE DIGITAL

TV - KRQE, FOX NM & New Mexico's CW

Summary

May-Sept Total of 631x :30 TV Commercials
KRQE – CBS 147x
NRQE – FOX NM 280x
KWBQ – New Mexico's CW 204x
This TV schedule will Reach 599,000 Households
This TV schedule will Reach 478,000 Adults 25-64
Utilizing:
KRQE-Morning News – M-Su
FOX NM- KRQE Morning News (we simulcast), FOX Sunday Morning news
KRQE 6P News , KRQE 9P News on FOX NM , Entertainment programming
New Mexico CW- Prime viewership 3p-7p –Young Sheldon, KRQE 4P News, Big Bang and 9p-12a programming Mom, Two In Half Men & Seinfeld

Total TV Investment
$30,345.00

General Summary (CS-A25-64 CS.000)

Description	Spots	Cost	Impressions (000)	Reach	Freq	3+ Reach	CPM	Net Reach	Population
KRQE+	147	$11,625.00	1,195.4	28.8	4.5	19.7	$9.72	258,886	900,144
NRQE	280	$12,640.00	916.6	22.9	4.4	15.6	$13.79	205,809	900,144
KWBQ+	204	$6,080.00	806.8	14.7	6.2	11.1	$7.54	132,410	900,144
ALBUQUERQUE-SANTA FE	631	$30,345.00	2,918.8	53.1	6.0	39.8	$10.40	478,264	900,144

Multi-Demo Summary (CS-A25-64 CS.000)

Description	Spots	Cost	Impressions (000)	Reach	Freq	3+ Reach	CPM	Net Reach	Population
CS-A25-64	631	$30,345.00	2,918.8	53.1	6.0	39.8	$10.40	478,264	900,144
CS-Households	631	$30,345.00	5,039.4	83.7	8.3	67.4	$6.02	599,998	716,800

Monthly Summary (CS-A25-64 CS.000)

Description	Spots	%	Cost	%	Impressions (000)	CPM
May'22	53	8%	$3,215.00	11%	256.3	$12.54
Jun'22	123	19%	$6,130.00	20%	566.9	$10.81
Jul'22	183	29%	$8,140.00	27%	840.0	$9.69
Aug'22	146	23%	$6,430.00	21%	866.2	$9.65
Sep'22	126	20%	$6,430.00	21%	589.4	$10.91
Total (CS-A25-64)	631	100%	$30,345.00	100%	2,918.8	$10.40

DIGITAL KRQE.com VIDEO

- Repurpose your TV commercial
- :15 second spot is recommended
- Video will auto-play on page load
- Deliver to both Desktop and Mobile Web

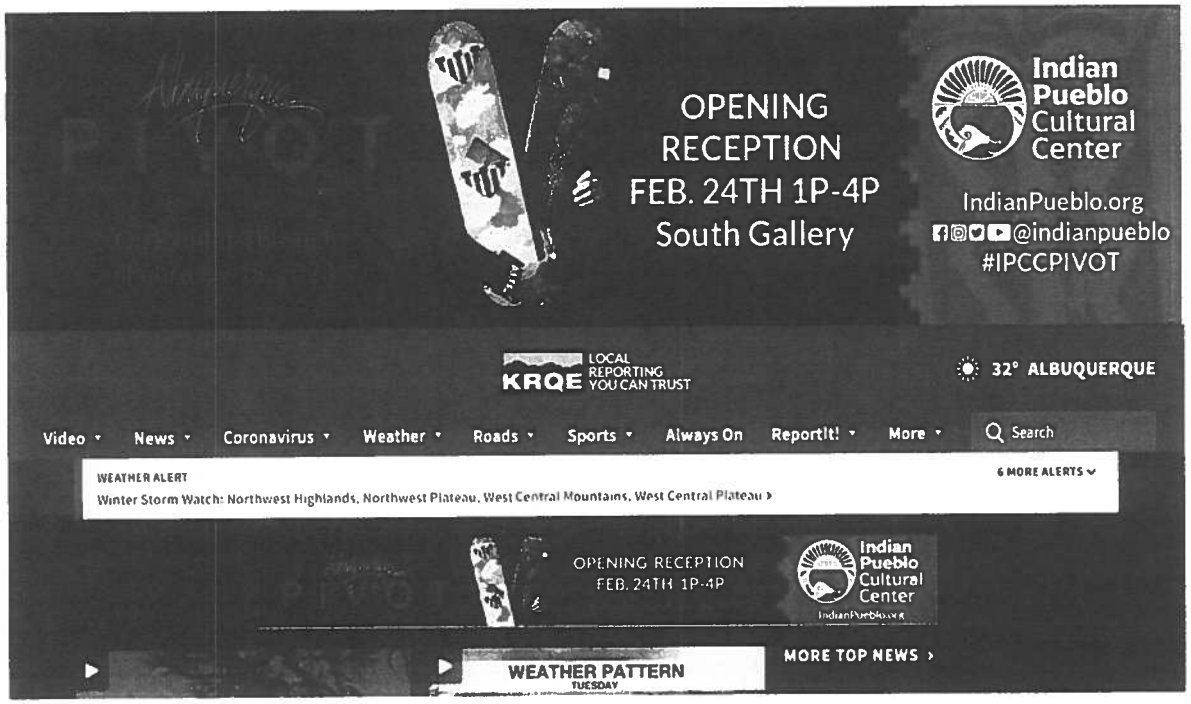
Investment

$1,250/mo May- Sept 2022 (50,000 video ad impressions every month)

Total $6,250

KRQE DIGITAL

KRQE.com
24-Hour Homepage Takeover with Super Billboard



- $1,050 for each Event – 4x SAVE 30% = $4,200

KRQE DIGITAL

Displays on desktop and mobile (responsive)

Expanded ad unit pushes content down rather than expanding over content. Ad scrolls out of view

Supports :15 In-Banner Video

Ad sizes: 1920x480, 1024x512, 320x50, 728x90, 320x50, 970x30

Frequency cap of 1 user per day

Includes Takeover of all ad slots on KRQE's homepage

Social Media Management Packages

Social Media Management	Social Engage - $1,000/Mo	Social Engage Plus - $1,200/Mo
Facebook/Twitter Management		
Instagram Management		
Content Calendar Creation		
Scheduling Platform with Approval Preview		
Social Media Strategy		
Content Promotion		
Monthly Reporting		

INVESTMENT IN SUCCESS

MAY – SEPT 2022
3 TV STATION BUY
$30,345.00
KRQE.COM VIDEO
$6,250
KRQE.com 24 Homepage Takeover
$4,200
Social Media Management
$5,000
No Fee for production on TV or Digital
Bonus spots added to ea station no charge

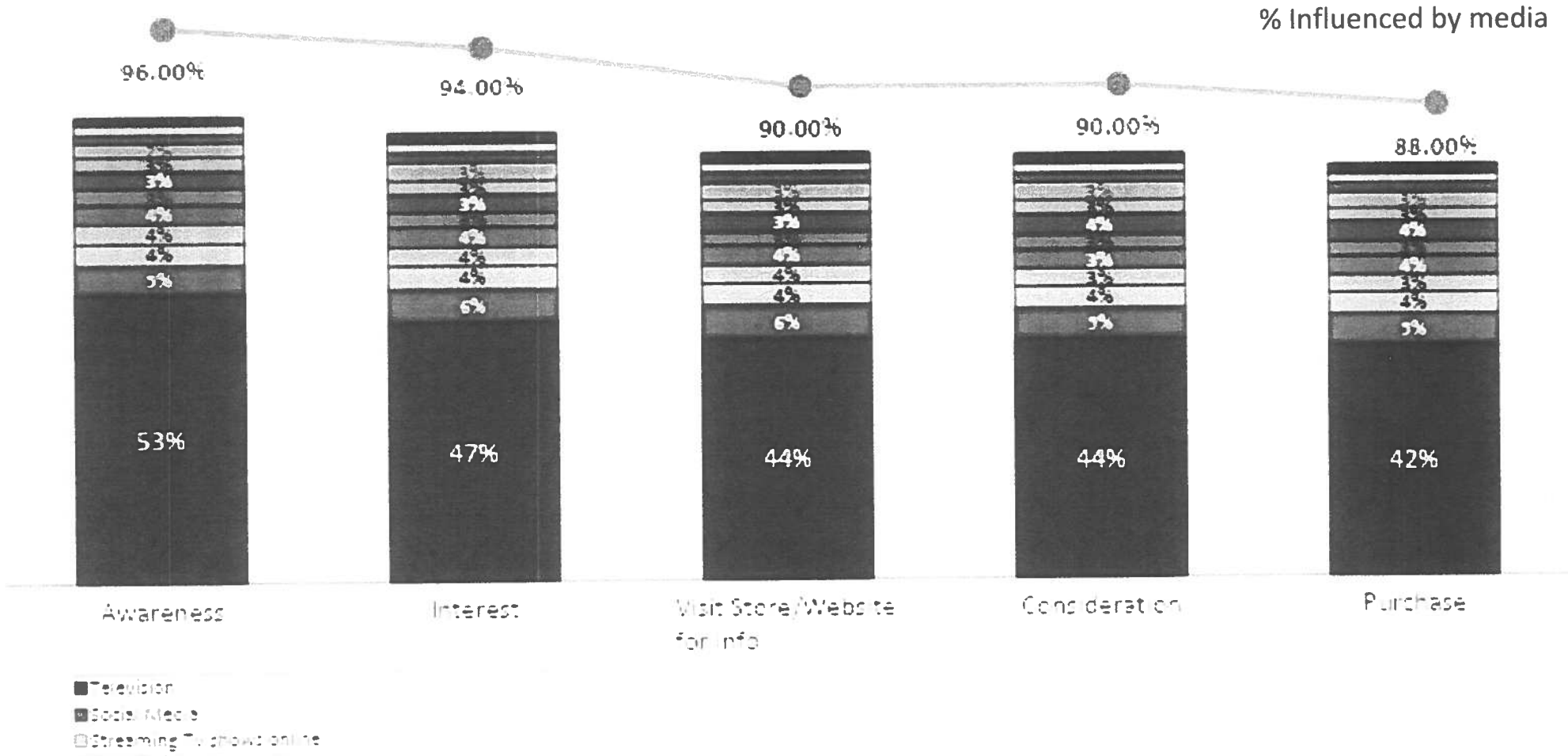
TOTAL FOR EVERY ELEMENT YOU MENTIONED

$45,795.00

ALL THIS KRQE NEWS 13 NEW MEXICO THE CW !!! FOX NEW MEXICO KRQE DIGITAL

KRQE.com Metrics & Research

What Influenced Consumers Most: Television

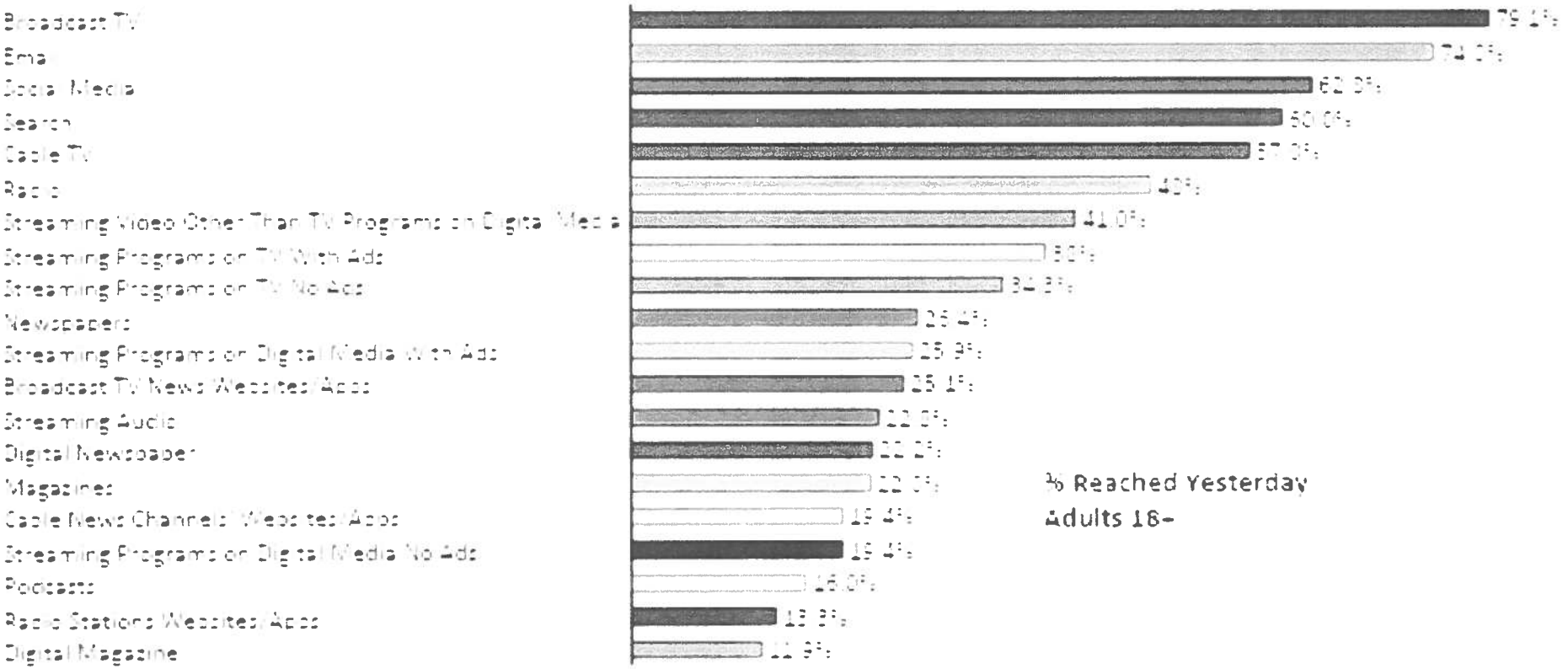


Source: GfK TVB Purchase Funnel 2021 A18+

QA4/QA5/QA6/QA7/QA8 Most important for media with at least 1 funnel stage at 2%+ shown; 2%, 1%, & 0% not shown/labeled)

TVB Local Media Marketing Solutions

Broadcast TV Has The Highest Reach Among These Platforms



Source: GfK TVB Media Comparisons Study 2021. M-S 4A-2A. Persons 18+. Online/internet platforms such as email, social media, internet radio and websites, are totaled for any online device-PC, Smartphone and Tablets. Broadcast TV News Websites/Apps includes local TV station & network websites/apps for news/weather/sports.

MONTHLY DIGITAL METRICS

Mar 1, 2022 - Mar 31, 2022

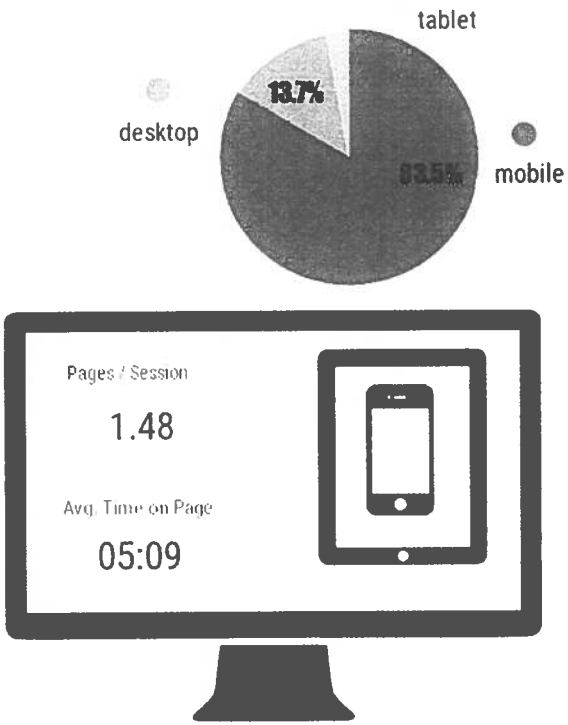
WEBSITE

Pageviews
5.7M

Users
1.7M

Video Views
1.2M

Live Stream Views
58.2K



KRQE

KRQE NEWS 13

KRQE

KRQE NEWS APP

Screen Views
864,633

Active users
29,125

Video Views
143,122

Sessions per user
17.39

KRQE WEATHER APP

Screen Views
634,046

Users
9,714

Video
3,782

Screens / Session
3.32

	Total	Growth
Facebook	246,121	606
Twitter	104,955	903
Instagram	60,660	135
YouTube	260,688	6003

LAS VEGAS NM EVENT

The proposed schedule:

- Will have an unduplicated reach ~~of~~ 478.264 for A25-64 or 53.1% of your target

- Will Reach 358,486 CS-A25-64 3 or more times or 39.8 for your target

- Will have an average frequency of 6.0

- Have an average Cost Per Thousand of $10.40- GREAT COST PER 1,000

All this for an investment of $30,345.00

All Production of a :15 & :30 second commercial included no cost to cleint - we will use the :15 on KRQE.C VIDEO (digital)

Name: Carol Ann Sandoval
Phone: 505-767-9422
email: carol.sandoval@krqe.com

Market: ALBUQUERQUE-SANTA FE [49]
Station: KRQE+
Schedule Date: 5/16/2022 - 9/25/2022
Advertiser: LAS VEGAS NM EVENT
Buyer: CHUCK GRIEGO
Estimate #: LV NM EVENT MARKETING
Spot Length(s): :30
Book: NSI Q2 2022 BBO (sell)
Report: Planner
Author: CAROL ANN SANDOVAL

Acct. Exec: Carol Ann Sandoval
Phone #: 505-767-9422
Email: carol.sandoval@krqe.com

Quoted rates are good for five business days.

Flight Dates: 5/16/2022-9/25/2022

Program Time	Spot Length	MY 16	MY 23	MY 30	JN 6	JN 13	JN 20	JN 27	JL 4	JL 11	JL 18	JL 25	AU 1	AU 8	AU 15	AU 22	AU 29	SE 5	SE 12	SE 19
KRQE+																				
KRQE bonus sppts 6/11-9/4 CPP/CPM Mo-Su 5:00a-12:00a	:30	--	--	--	--	2	2	2	2	2	2	2	2	2	2	2	2	2	--	--
		Run Dates: 7/13/2001-12/31/2036																		
KRQE NEWS 13 THIS MO/CBS MORNI CPP/CPM Mo-Su 5:00a-9:00a	:30	4	3	4	--	4	3	4	3	4	3	4	3	4	3	4	3	4	3	4
		Run Dates: 7/13/2001-12/31/2036																		
KRQE NEWS 13 SAT AM CPP/CPM Sat 7:00a-8:00a	:30	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		Run Dates: 5/25/2011-12/31/2036																		
KRQE News 13 Sun 6A CPP/CPM Sun 6:00a-7:00a	:30	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		Run Dates: 10/16/2019-12/31/2036																		
KRQE NEWS 13 SUN AM CPP/CPM Sun 7:00a-8:00a	:30	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		Run Dates: 5/25/2011-12/31/2036																		
KRQE+ Totals																				
NRQE																				
FOX NM BONUS SPOTS 6/11-9/4 CPP/CPM Mo-Fr 5:00a-6:00a	:30	--	--	--	--	4	4	4	4	4	4	4	4	4	4	4	4	4	--	--
		Run Dates: 1/14/2019-1/9/2024																		
NEWS 13 ON FOXNM 6A-9A CPP/CPM Mo-Fr 6:00a-9:00a	:30	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
		Run Dates: 9/8/2014-1/9/2024																		
FOX NEWS SUNDAY CPP/CPM Sun 8:00a-9:00a	:30	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		Run Dates: 9/7/2009-12/31/2036																		
NM LIVING (SPOT) CPP/CPM Mo-Fr 9:00a-10:00a	:30	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1
		Run Dates: 9/3/2013-12/31/2036																		
NEWS 13 ON FOX NM 6P-7P CPP/CPM Mo-Fr 6:00p-7:00p	:30	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
		Run Dates: 4/15/2019-12/31/2036																		
KRQE NEWS 13/FOX M-SU 9P-10P CPP/CPM Mo-Su 9:00p-10:00p	:30	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2
		Run Dates: 1/25/2010-12/31/2036																		
JEOPARDY II-NEWS 13/2 FOX M-F CPP/CPM Mo-Fr 10:00p-11:05p	:30	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
		Run Dates: 8/4/2014-12/31/2036																		
NRQE Totals																				
KWBQ+																				
CW BONUS SPOTS 6/11-9/4 CPP/CPM Mo-Su 5:00a-12:00a	:30	--	--	--	--	4	4	4	4	4	4	4	4	4	4	4	4	4	--	--
		Run Dates: 9/7/2020-12/31/2036																		

Market:	ALBUQUERQUE-SANTA FE [49]
Station:	KRQE+
Schedule Date:	5/16/2022 - 9/25/2022
Advertiser:	LAS VEGAS NM EVENT
Buyer:	CHUCK GRIEGO
Estimate #:	LV NM EVENT MARKETING
Spot Length(s):	:30
Book:	NSI Q2 2022 BBO (sell)
Report:	Planner
Author:	CAROL ANN SANDOVAL

Acct. Exec: Carol Ann Sandoval
Phone #: 505-767-9422
Email: carol.sandoval@krqe.com

Quoted rates are good for five business days.

Flight Dates: 5/16/2022-9/25/2022

Program Time	Spot Length	MY 16	MY 23	MY 30	JN 6	JN 13	JN 20	JN 27	JL 4	JL 11	JL 18	JL 25	AU 1	AU 8	AU 15	AU 22	AU 29	SE 5	SE 12	SE 19
KWBQ+																				
CW PROGRAMMING 3P-7P	:30	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
CPP/CPM																				
Mo-Su 3:00p-7:00p		Run Dates: 9/13/2021-9/6/2026																		
CW PROGRAMMING 9P-12A	:30	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
CPP/CPM																				
Mo-Su 9:00p-12:00a		Run Dates: 4/2/2012-12/31/2036																		
KWBQ+ Totals																				

Market: ALBUQUERQUE-SANTA FE [49]
Station: KRQE+
Schedule Date: 5/16/2022 - 9/25/2022
Advertiser: LAS VEGAS NM EVENT
Buyer: CHUCK GRIEGO
Estimate #: LV NM EVENT MARKETING
Spot Length(s): :30
Book: NSI Q2 2022 BBO (sell)
Report: Planner
Author: CAROL ANN SANDOVAL

Acct. Exec: Carol Ann Sandoval
Phone #: 505-767-9422
Email: carol.sandoval@krqe.com

Quoted rates are good for five business days.

Flight Dates: 5/16/2022-9/25/2022

Program / Time	Spot Length	CS-A25-64S-Households CS.000 000	CS.000 000	Wks	Rate / Spots
KRQE+					
KRQE bonus sppts 6/11-9/4	:30	11.0	22.5	13	$0.00
CPP/CPM		$0.00	$0.00		26
Mo-Su 5:00a-12:00a		Run Dates: 7/13/2001-12/31/2036			
KRQE NEWS 13 THIS MO/CBS MORNI	:30	7.5	15.3	18	$100.00
CPP/CPM		$13.33	$6.54		64
Mo-Su 5:00a-9:00a		Run Dates: 7/13/2001-12/31/2036			
KRQE NEWS 13 SAT AM	:30	6.4	15.0	19	$85.00
CPP/CPM		$13.28	$5.67		19
Sat 7:00a-8:00a		Run Dates: 5/25/2011-12/31/2036			
KRQE News 13 Sun 6A	:30	6.3	11.5	19	$75.00
CPP/CPM		$11.90	$6.52		19
Sun 6:00a-7:00a		Run Dates: 10/16/2019-12/31/2036			
KRQE NEWS 13 SUN AM	:30	9.9	19.5	19	$115.00
CPP/CPM		$11.62	$5.90		19
Sun 7:00a-8:00a		Run Dates: 5/25/2011-12/31/2036			
KRQE+ Totals					**$11,625.00**
	GRP/(000)	1195.4	2438.2		**Spts: 147**
	CPP/CPM:	$9.72	$4.77		
NRQE					
FOX NM BONUS SPOTS 6/11-9/4	:30	1.3	2.2	13	$0.00
CPP/CPM		$0.00	$0.00		52
Mo-Fr 5:00a-6:00a		Run Dates: 1/14/2019-1/9/2024			
NEWS 13 ON FOXNM 6A-9A	:30	2.5	3.8	19	$25.00
CPP/CPM		$10.00	$6.58		76
Mo-Fr 6:00a-9:00a		Run Dates: 9/8/2014-1/9/2024			
FOX NEWS SUNDAY	:30	1.9	5.5	19	$50.00
CPP/CPM		$26.32	$9.09		19
Sun 8:00a-9:00a		Run Dates: 9/7/2009-12/31/2036			
NM LIVING (SPOT)	:30	2.3	3.1	19	$45.00
CPP/CPM		$19.57	$14.52		28
Mo-Fr 9:00a-10:00a		Run Dates: 9/3/2013-12/31/2036			
NEWS 13 ON FOX NM 6P-7P	:30	4.6	6.5	19	$75.00
CPP/CPM		$16.30	$11.54		38
Mo-Fr 6:00p-7:00p		Run Dates: 4/15/2019-12/31/2036			
KRQE NEWS 13/FOX M-SU 9P-10P	:30	9.3	14.9	19	$150.00
CPP/CPM		$16.13	$10.07		29
Mo-Su 9:00p-10:00p		Run Dates: 1/25/2010-12/31/2036			
JEOPARDY II-NEWS 13/2 FOX M-F	:30	3.0	5.6	19	$35.00
CPP/CPM		$11.67	$6.25		38
Mo-Fr 10:00p-11:05p		Run Dates: 8/4/2014-12/31/2036			
NRQE Totals					**$12,640.00**
	GRP/(000)	916.6	1486.4		**Spts: 280**
	CPP/CPM:	$13.79	$8.50		

Market:	ALBUQUERQUE-SANTA FE [49]
Station:	KRQE+
Schedule Date:	5/16/2022 - 9/25/2022
Advertiser:	LAS VEGAS NM EVENT
Buyer:	CHUCK GRIEGO
Estimate #:	LV NM EVENT MARKETING
Spot Length(s):	:30
Book:	NSI Q2 2022 BBO (sell)
Report:	Planner
Author:	CAROL ANN SANDOVAL

Acct. Exec: Carol Ann Sandoval
Phone #: 505-767-9422
Email: carol.sandoval@krqe.com

Quoted rates are good for five business days.

Flight Dates: 5/16/2022-9/25/2022

Program / Time	Spot Length	CS-A25-64S-Households CS.000 000	CS.000 000	Wks	Rate / Spots
KWBQ+					
CW BONUS SPOTS 6/11-9/4	:30	2.8	3.9	13	$0.00
CPP/CPM		$0.00	$0.00		52
Mo-Su 5:00a-12:00a		Run Dates: 9/7/2020-12/31/2036			
CW PROGRAMMING 3P-7P	:30	3.5	4.4	19	$30.00
CPP/CPM		$8.57	$6.82		76
Mo-Su 3:00p-7:00p		Run Dates: 9/13/2021-9/6/2026			
CW PROGRAMMING 9P-12A	:30	5.2	7.6	19	$50.00
CPP/CPM		$9.62	$6.58		76
Mo-Su 9:00p-12:00a		Run Dates: 4/2/2012-12/31/2036			
KWBQ+ Totals					**$6,080.00**
	GRP/(000)	806.8	1114.8	**Spts:**	**204**
	CPP/CPM:	$7.54	$5.45		

Total Cost: **$30,345.00** **Signature**_____

General Summary (CS-A25-64 CS.000)

Description	Spots	Cost	Impressions (000)	Reach	Freq	3+ Reach	CPM	Net Reach	Population
KRQE+	147	$11,625.00	1,195.4	28.8	4.5	19.7	$9.72	258,886	900,144
NRQE	280	$12,640.00	916.6	22.9	4.4	15.6	$13.79	205,809	900,144
KWBQ+	204	$6,080.00	806.8	14.7	6.2	11.1	$7.54	132,410	900,144
ALBUQUERQUE-SANTA FE	631	$30,345.00	2,918.8	53.1	6.0	39.8	$10.40	478,264	900,144

Multi-Demo Summary (CS-A25-64 CS.000)

Description	Spots	Cost	Impressions (000)	Reach	Freq	3+ Reach	CPM	Net Reach	Population
CS-A25-64	631	$30,345.00	2,918.8	53.1	6.0	39.8	$10.40	478,264	900,144
CS-Households	631	$30,345.00	5,039.4	83.7	8.3	67.4	$6.02	599,998	716,800

Monthly Summary (CS-A25-64 CS.000)

Description	Spots	%	Cost	%	Impressions (000)	CPM
May/22	53	8%	$3,215.00	11%	256.3	$12.54
Jun/22	123	19%	$6,130.00	20%	566.9	$10.81
Jul/22	183	29%	$8,140.00	27%	840.0	$9.69
Aug/22	146	23%	$6,430.00	21%	666.2	$9.65
Sep/22	126	20%	$6,430.00	21%	589.4	$10.91
Total (CS-A25-64)	631	100%	$30,345.00	100%	2,918.8	$10.40

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Data © Nielsen Company

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: June 15, 2022

Date Submitted: 06/02/2022 **Department:** Community Dev.

Item/Topic: Request for approval of Lodger's Tax funding in the amount of $5,000.00 for marketing the City of Las Vegas Gay Pride celebration.

Fiscal Impact: $5,000.00 to Lodger's Tax budget

Attachments: Application submitted to the Lodger's Tax Board

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 NEW MEXICO

CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department no later than

For questions email: cbaca@lasvegas.nm.gov or (505) 454-1401 ext 1607

PART I: PROJECT INFORMATION

SK

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

Organization
Name: City of Las Vegas
Event Name: Gay Pride
Event Location: City
Event Start Date: 9/23/2022 Event End Date: 9/24/2022
Is this a new event? ■ Yes ☐ No
If this is a repeat event, how many individuals attended in each of the past three (3) years? _____
What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc)

_____
_____
_____
_____

PART II: PREVIOUS FUNDING REQUESTS

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

PART III: EVENT DETAIL

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)

Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Request must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

Description	UNIT COST	QUANTITY	TOTAL	Committee Review

TOTAL COST OF EVENT $ _____

Committee Review Amount

PART IV: EVALUATION INFORMATION

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

1. Lodgers Tax Impact Information (10 Point Value)

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

people attending the event from surrounding communities & out of State.

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

SECTION A TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

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

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

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

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

SECTION B TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

3. Quality of Life (10 Point Value)

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

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

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

SECTION C TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

4. Financial Information (10 Point Value)

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

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

SECTION D TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

5. Marketing Plan (10 Point Value)

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

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

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

SECTION E TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

6. Documentation (10 Point Value)

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

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

7. Other (10 Point Value)

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

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

PART V: ASSURANCES AND CERTIFICATIONS

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

PRINTED NAME: Charles Griego

TITLE: Event Planner/Film Liaison

SIGNATURE: Charles R. Griego

DATE: 4/1/2022

CITY USE ONLY

RECEIVED BY: _____ DATE: _____

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: June 15, 2022

Date Submitted: 06/02/2022 **Department:** Community Dev.

Item/Topic: Request for approval of Lodger's Tax funding in the amount of $20,000.00 for marketing of CIty of Las Vegas Salute to Troops celebration.

Fiscal Impact: $20,000.00 to Lodger's Tax budget

Attachments: Application submitted to the Lodger's Tax Board

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 NEW MEXICO

CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department no later than

For questions email: cbaca@lasvegas.nm.gov or (505) 454-1401 ext 1607

PART I: PROJECT INFORMATION

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

Organization
Name: City of Las Vegas
Event Name: Salute to Troops
Event Location: Plaza Park
Event Start Date: 8/28/2022 Event End Date: _____
Is this a new event? ☐ Yes ■ No
If this is a repeat event, how many individuals attended in each of the past three (3) years? _____
What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc)

_____
_____
_____
_____

PART II: PREVIOUS FUNDING REQUESTS

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

PART III: EVENT DETAIL

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)

Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Request must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

Description	UNIT COST	QUANTITY	TOTAL	Committee Review

See Attached

TOTAL COST OF EVENT $ _____

Committee Review Amount

PART IV: EVALUATION INFORMATION

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

1. Lodgers Tax Impact Information (10 Point Value)

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

Visitors coming from out of state or city for event.

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

Hotels are expected to sell out. Due to the amount of inquiries

SECTION A TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

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

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

Phone calls and web site inquiries.

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

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

18+

SECTION B TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

3. Quality of Life (10 Point Value)

3.1. Do you provide a program or event that is otherwise absent in the City of Las Vegas?
This is a tribute to our local soldiers

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

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

SECTION C TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

4. Financial Information (10 Point Value)

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

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

SECTION D TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

5. Marketing Plan (10 Point Value)

5.1. Provide specific details on where and how you plan to market and advertise the event.
Digital, flyers, print, radio

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

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

SECTION E TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

6. Documentation (10 Point Value)

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

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose? NO

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

7. Other (10 Point Value)

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

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

PART V: ASSURANCES AND CERTIFICATIONS

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

PRINTED NAME: Charles Griego

TITLE: Event Planner/Film Liaison

SIGNATURE: Charles R. Griego

DATE: 4/11/2022

CITY USE ONLY

RECEIVED BY: _____ DATE: _____

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: June 15, 2022

Date Submitted: 06/02/2022 **Department:** Community Dev.

Item/Topic: Request for approval of Lodger's Tax funding in the amount of $40,000.00 for the CIty of Las Vegas 4th of July Fiestas celebration.

Fiscal Impact: $40,000.00 to Lodger's Tax budget

Attachments: Application submitted to the Lodger's Tax Board

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 NEW MEXICO

CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department no later than

For questions email: cbaca@lasvegas.nm.gov or (505) 454-1401 ext 1607

contact media ref advertising

PART I: PROJECT INFORMATION

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

Organization
Name: City of Las Vegas
Event Name: Fiestas
Event Location: Plaza Park
Event Start Date: 7/1/2022 Event End Date: 7/4/2022
Is this a new event? ☐ Yes ■ No
If this is a repeat event, how many individuals attended in each of the past three (3) years? 10K +
What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc)
Drone in the air. Estimation, Counters in the audience.

PART II: PREVIOUS FUNDING REQUESTS

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

PART III: EVENT DETAIL

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)

Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Request must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

Description	UNIT COST	QUANTITY	TOTAL	Committee Review

See Attached

TOTAL COST OF EVENT $ _____

Committee Review Amount

PART IV: EVALUATION INFORMATION

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

1. Lodgers Tax Impact Information (10 Point Value)

1.1. How does your event create the need for an overnight stay thus creating lodgers tax revenue?
People visiting from out of state, or outside of Las Vegas, make their reservations a year ahead. Our event is multiple days.

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

Typically hotels sell out during our event

SECTION A TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

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

2.1. How many individuals are anticipated to attend the event? How did you calculate this number?
10,000+ As stated before historically we have counted, using counters, drones etc.

2.2. What percentage of attendees will be non-City residents? How many will come from within San Miguel County? Mora County? Santa Fe County? Intra-State? Out of State?
We have not done an exact study as of yet. Based on the number in attendance we are certain a majority of attendees are out of state, based on the phone inquiries we have received stating they are coming from out of state and out of Las Vegas.

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

We do not have this information.

SECTION B TOTAL POINTS 10 Points Max.	

Evaluator Use Only

3. Quality of Life (10 Point Value)

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

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

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

It is a summer event.

SECTION C TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

4. Financial Information (10 Point Value)

4.1. What is the total budget for this event? (Include marketing costs; please exclude any assistance you may receive.) ***Approximately $98,000.00***

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

City funded event

SECTION D TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

5. Marketing Plan (10 Point Value)

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

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

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

SECTION E TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

6. Documentation (10 Point Value)

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

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

7. Other (10 Point Value)

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

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

PART V: ASSURANCES AND CERTIFICATIONS

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

PRINTED NAME: Charles Griego

TITLE: Event Planner/Film Liaison

SIGNATURE: Charles N. Griego

DATE: 4/1/2022

CITY USE ONLY

RECEIVED BY: _____ DATE: _____

CITY OF LAS VEGAS REGULAR
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: June 15, 2022

Date Submitted: 6/3/22 **Department:** City Clerk

Item/Topic: Request approval of Resolution No. 22-29, a resolution establishing reasonable notice of City Council Meetings in compliance with the Open Meetings Act (OMA).

As per OMA, a resolution is required annually. This resolution repeals and replaces all previous City of Las Vegas resolutions regarding "Reasonable notice of City Council Meetings in compliance with the open meetings act". Only those Boards and Commissions that are subject to OMA are listed on the Open Meetings Act Resolution. Resolution 22-29 will be effective July 1, 2022.

Fiscal Impact:

Attachments: Resolution 22-29

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 6/8/22

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 _____

Revised October 2020

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-291-26

A RESOLUTION ESTABLISHING REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT; REPEALS AND REPLACES ALL PREVIOUS CITY OF LAS VEGAS RESOLUTIONS REGARDING "REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT."

WHEREAS, Section 10-15-1 (B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to 10-15-4) provides that, except as may be otherwise provided in the New Mexico Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policy-making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs and at which a majority of a quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1 (D) of the Open Meetings Act requires the City council to determine at least annually what constitutes reasonable notice of its public meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body authorizes and approves the following:

1. **Regular Business Meeting**. Pursuant to Article II, Section 2.07 (B) of the City of Las Vegas Municipal Charter, all Regular Business Meetings of the Las Vegas City Council shall be held on the second and third Wednesday of each month at 5:30 p.m. at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico. The agenda will be available at least seventy-two hours prior to the meetings from the City Clerk whose office is located at the George Arellanes Municipal Complex, 1700 North Grand Avenue, Las Vegas, New Mexico or via virtual software as provided by law. Notice of said meetings will be posted on the City's website, www.lasvegasnm.gov and shall be printed in a newspaper(s) of general circulation one (1) time, at the beginning of the fiscal year; and shall be telephoned, e-mailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have

provided a written request for such notice. Meetings may be canceled, postponed or rescheduled by vote of at least three members of the Council. Furthermore, the Mayor may cancel a regular meeting in the event of an emergency, for lack of a quorum, or for lack of agenda items by giving such notice as is practical under the circumstances. If a regular meeting is postponed, notice of the new time and date of said meeting may be printed in a newspaper(s) of general circulation; and shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice at least seventy-two hours to the specific time of the meeting or at the earliest date and time possible. If the date and time of the Regular meeting permanently changed, the new date and time shall be printed in a newspaper(s) of general circulation twice, one (1) week apart.

2. **Other Meetings Not Regularly Scheduled.** Special meetings may be called by the Mayor or a majority of the members of the City Council by giving notice to each member of the Council, personally served or left at his/her usual place of residence seventy-two hours prior to the meeting. Notice of said special meeting will be posted on the City's website, www.lasvegasnm.gov and may be printed in a newspaper(s) of general circulation at least seventy-two hours before the meeting date or on the earliest date possible prior to the date of the meeting. Notice of said special meeting shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcement at least seventy-two hours prior to the specific time of the meeting or on the earliest date possible prior to the time of the meeting.

3. **Emergency Meetings.** Emergency meetings shall be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The City Council will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the members upon notice as practical under the circumstances. If time permits, notice of said meeting may be printed in a newspaper(s) of general circulation on the earliest date possible as soon as the meeting is called. If time permits, notice of said meeting shall also be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcements on the earliest date and time possible prior to the time of the meeting. ~~The notice for emergency meetings will be posted on the City's website, www.lasvegasnm.gov and shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.~~

~~4. All notices shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two hours before any meeting or at the~~

~~earliest possible time in case of emergency meetings. The City Council may be flexible on agenda postings under considerable circumstances.~~

5. Closed Meetings. The City Council may close a meeting to the public if the subject matter of such discussion or action is exempt from the open meetings requirement pursuant to NMSA Section 10-15-1(H) of the Open Meetings Act.

a. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the City Council taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

b. If a closed meeting is conducted when the City Council is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members and to the general public.

c. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separatelyy scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

d. Except as provided in NMSA Section I0- 15- 1(H) of the Open Meetings Act, any action taken as a result of discussion in a closed meeting shall be made by vote of the City Council in an open meeting.

5. **Reconvened Meetings.** Pursuant to Subsection E of Section 10-15-1, NMSA 1978, the Governing Body may recess and reconvene a meeting to a day subsequent to that stated in the meeting notice, if, prior to recessing, the Governing Body specifies the date, time and place for continuation of the meeting, and immediately following the recessed meeting, posts notice of the date, time and place for the reconvened meeting on or near the door of the place where the original meeting was held and in at least one other location appropriate to provide public notice of the continuation of the meeting. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting.

6. **Notice Posting Locations and Content.** For the purposes of all meetings of the

Governing Body described in this Resolution, notice requirements are met if notice of the date, time, place and agenda is posted on the City's website and on the City Hall Lobby. ~~.~~ All notices shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two hours before any meeting or at the earliest possible time in case of emergency meetings. The City Council may be flexible on agenda postings under considerable circumstances. All notices shall also contain the following language: If you are an individual with a disability, who is in need of an auxiliary aid or service to attend or participate in a meeting, please contact the City Clerk at (505) 454-1401 at least 3 days ~~one week~~ in advance to make arrangements.~~.~~

~~7.~~ **7. Permanent Boards and Commissions.** The regular scheduled meetings of the City of Las Vegas' Permanent Boards and Commissions, ~~Advisory Boards and Committees~~ subject to the Open Meetings Act are as follows:

- Planning & Zoning Commission/Board of Adjustments - Last Monday of the month at 4:00 p.m. - City Council Chambers;
- Design Review Board – Third Monday of the month at 4:00 p.m. – City Council Chambers;
- Lodger's Tax Advisory Board – (Quarterly), (January, April, July, October) Second Tuesday of the month at 2:00p.m. - City Council Chambers;
- Police Advisory Commission – Third Thursday of the month at 3:00 p.m. – City Council Chambers;
- Extra-Territorial Zoning Commission – Third Tuesday of the month at 4:00 p.m. – City Council Chambers; (will meet once appointed)
- Campaign and Ethics Board -Last Thursday of the Month at 5:30p.m.- City Council Chambers; (will meet once appointed)
- Library Board – (Quarterly), (January, April, July, October) Last Tuesday of the month at 10:00 a.m.-City Council Chambers;
- Museum Board - (Quarterly), (February, May, August, November) Second Thursday of the month at 12:00 p.m. – City Council Chambers;
- Airport Board – (Quarterly), (January, April, July, October) Second Tuesday of the Month at 10:00 a.m. – City Council Chambers
- Charter Commission – First Thursday of the Month at ~~11~~:30 p.m. – City Council Chambers; (will meet once appointed)

8. This resolution repeals and replaces all previous City resolutions regarding notice of public meetings for the City's Council, Boards and, Commissions. ~~and Committees.~~ Nothing in this resolution shall be construed, or is intended to be construed, to impose additional obligations upon any City Board or, Commission ~~or Committee~~ regarding the Open Meetings Act, as all City Boards and, Commissionss ~~and Committees~~ are strictly advisory.

~~This Resolution shall be published in a newspaper(s) of general circulation twice, one (1) week apart after its adoption.~~

APPROVED AND ADOPTED this 159th day of June 2021~~1~~2.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

~~Publish: Las Vegas Optic – Wednesday, June 16, 2021 and June 23, 2021~~

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-29

A RESOLUTION ESTABLISHING REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT; REPEALS AND REPLACES ALL PREVIOUS CITY OF LAS VEGAS RESOLUTIONS REGARDING "REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT."

WHEREAS, Section 10-15-1 (B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to 10-15-4) provides that, except as may be otherwise provided in the New Mexico Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policy-making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs and at which a majority of a quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1 (D) of the Open Meetings Act requires the City council to determine at least annually what constitutes reasonable notice of its public meetings.

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rescheduled by vote of at least three members of the Council. Furthermore, the Mayor may cancel a regular meeting in the event of an emergency, for lack of a quorum, or for lack of agenda items by giving such notice as is practical under the circumstances. If a regular meeting is postponed, notice of the new time and date of said meeting may be printed in a newspaper(s) of general circulation; and shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice at least seventy-two hours to the specific time of the meeting or at the earliest date and time possible. If the date and time of the Regular meeting permanently changed, the new date and time shall be printed in a newspaper(s) of general circulation twice, one (1) week apart.

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5. **Closed Meetings.** The City Council may close a meeting to the public if the subject matter of such discussion or action is exempt from the open meetings requirement pursuant to NMSA Section 10-15-1(H) of the Open Meetings Act.

a. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the City Council taken during the

open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

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6. **Notice Posting Locations and Content.** For the purposes of all meetings of the Governing Body described in this Resolution, notice requirements are met if notice of the date, time, place and agenda is posted on the City's website and on the City Hall Lobby. All notices shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two hours before any meeting or at the earliest possible time in case of emergency meetings. The City Council may be flexible on agenda postings under considerable circumstances. All notices shall also contain the following language: If you are an individual with a disability, who is in need of an auxiliary aid or service to attend or participate in a meeting, please contact the City Clerk at (505) 454-1401 at least 3 days in advance to make arrangements.

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- Police Advisory Commission – Third Thursday of the month at 3:00 p.m. – City Council Chambers;

- Extra-Territorial Zoning Commission – Third Tuesday of the month at 4:00 p.m. – City Council Chambers; (will meet once appointed)

- Campaign and Ethics Board -Last Thursday of the Month at 5:30p.m.- City Council Chambers; (will meet once appointed)

- Library Board – (Quarterly), (January, April, July, October) Last Tuesday of the month at 10:00 a.m.-City Council Chambers;

- Museum Board - (Quarterly), (February, May, August, November) Second Thursday of the month at 12:00 p.m. – City Council Chambers;

- Airport Board – (Quarterly), (January, April, July, October) Second Tuesday of the Month at 10:00 a.m. – City Council Chambers

- Charter Commission – First Thursday of the Month at 1:30 p.m. – City Council Chambers; (will meet once appointed)

8. This resolution repeals and replaces all previous City resolutions regarding notice of public meetings for the City's Council, Boards and Commissions. Nothing in this resolution shall be construed, or is intended to be construed, to impose additional obligations upon any City Board or Commission regarding the Open Meetings Act, as all City Boards and Commissions are strictly advisory.

APPROVED AND ADOPTED this 15day of June 2022.

_____

Louie A. Trujillo, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

_____ _____

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: June 15, 2022

Date Submitted: 6/6/22 **Department:** City attorney

Item/Topic: Request approval to allow City Manager, Leo Maestas to enter into an engagement agreement with Virtue and Najjar law firm for legal services.

The City of Las Vegas requires legal services from Virtue and Najjar law firm.

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:

Department Director

City Manager 6/8 6/8/22

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: 6/15/2022

Date Submitted: June 3, 2022 **Department:** Finance

Item/Topic: Approval of Resolution 22-28. The City of Las Vegas is in need of making a budget adjustment in the 2021-2022 fiscal budget to include a revenue and expense increase to Fund 214 Street Coop Projects in the amount of $86,757 and Fund 220 Capital Projects in the amount of $15,000

Fiscal Impact: The Street Coop Projects will have a budget increase in the amount of $86,757 and the Capital Projects will have a budget increase of $15,000 in the 2021-2022 fiscal year.

Attachments: Resolution No. 22-28, Budget Adjustment Request, Disbursement letter, Resolution 21-27, Notice to proceed and Contract No. 22-521-0400-0145

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:

D Chavez by Dulce Mtz 6/8/22
Department Director

Deputy
6/8/22
City Manager

Reviewed By:

D. Chavez by Dulce Mtz 6/8/22
Finance Director/ Deputy

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____ **Continued To:** _____
Ordinance No. _____ **Referred To:** _____
Contract No. _____ **Denied** _____
Approved _____ **Other** _____

Revised October 2020

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-28

A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE 2021-2022 FISCAL YEAR

WHEREAS, the Governing Body of Las Vegas has developed a budget adjustment request for fiscal year 2021-22; and

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

WHEREAS, the City of Las Vegas is in need of making a budget adjustment in the 2021-22 fiscal year budget to include an increase to revenues and expenditures to Fund 214 Street Coop Projects in the amount of $86,757 and Fund 220 Capital Projects in the amount of $15,000; and

WHEREAS, the Governing Body finds the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2021-22; and,

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

ACCEPTED AND APPROVED this day _____ of June 2022.

_____
Mayor Louie A. Trujillo

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

CITY OF LAS VEGAS
RESOLUTION # 22-28
BUDGET ADJUSTMENT REQUEST
FISCAL YEAR 2022 as of June 20, 2022

RESOLUTION # 22-28	TYLER	DFA		REVENUE	EXPENDITURES
STREET COOP PROJECTS	214-0000-430-5929	214-30400-0001-47050	COOP 2022 # D18899	86,757	
STREET COOP PROJECTS	214-0000-720-8140	214-30400-5002-58090	COOP 2022 # D18899		86,757
OTHER STATE GRANTS	268-0000-540-5334	268-39900-5005-47499	TREE REMOVAL GRANT 22-521-0400-0145	15,000	
OTHER STATE GRANTS	268-0000-780-8025	268-39900-5005-55999	TREE REMOVAL GRANT 22-521-0400-0145		15,000
			Total	101,757	101,757

City of Las Vegas
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov
Mayor Louie A. Trujillo

June 24, 2022

Samantha Sandoval
NMDOT District IV
P.O. Box 10
Las Vegas, NM 87701

Control No. L400558
Contract No. D18899

Dear Ms. Sandoval;

On behalf of the City of Las Vegas, I would like to request disbursement of funds for the above project, for Pavement Maintenance and Rehabilitation to Douglas Avenue and National Avenue.

New Mexico Department of Transportation	$65,068.00
City of Las Vegas	$21,689.00
Match Waiver Received	$21,689.00
Total amount being	$86,757.00

Attached are the Notice of Award, Notice to Proceed and Cost & Quantities.

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

Sincerely,

Daniel Gurule
Public Works Manager
City of Las Vegas

XC: John Herrera

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Elaine Rodriquez
Councilor Ward 3

David G. Romero
Councilor Ward 4

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 21-27

A RESOLUTION ACCEPTING THE GRANT OFFER AND APPLY FOR A MATCH WAIVER FOR THE NEW MEXICO DEPARMENT OF TRANSPORTATION MUNICIPAL COOPERATIVE AGREEMENT.

WHEREAS, the City of Las Vegas ("City") and the New Mexico Department of Transportation ("NMDOT") will enter into an agreement for the Municipal Cooperative Agreement ("COOP") program for Pavement Maintenance and Rehabilitation on 4th street, 5th street, 6th street, National avenue and Douglas avenue, for this phase of the project;

WHEREAS, the total project cost is $86,757.00, with the amount the City is anticipated from NMDOT is 75% ($65,068.00) and the City's proportional matching share of 25% ($21,689.00) if a hardship for match waiver is not deemed to be present by the Department of Finance and Administration ("DFA") and NMDOT;

WHEREAS, the City has a limited tax base which limits the funding for meeting the proportional matching share and a fund exists in the NMDOT appropriated by the New Mexico State Legislature for public entities in need of hardship; and

WHEREAS, the City desires to request participation in the match waiver program in the amount of $21,689.00; and

WHEREAS, the project is to be adopted and has a priority standing for the proportional match waiver.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference and the Governing Body agrees to contribute 25% of the grant amount if a match waiver is not granted by DFA and the NMDOT.

PASSED, APPROVED AND ADOPTED this _____ day of July, 2021.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: July 14, 2021

Date Submitted: 6/23/21 **Department:** Public Works/Utilities

Item Topic: Request approval of Resolution No. 21-27 accepting a grant offer and applying for a Match Waiver for the Cooperative Municipal Agreement (COOP) grant in the amount of $21,689.00 administered by Department of Finance and Administration (DFA) and the New Mexico Department of Transportation (NMDOT), for Pavement Maintenance and Rehabilitation on 4th Street, 5th Street, 6th Street, National Avenue and Douglas Avenue.

Fiscal Impact: If match waiver is not granted the City will have to contribute their share of matching funds in the amount of $21,689.00.

Attachments: Award letter

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

Approved for submittal by:

Department Director

Reviewed by:

Finance Director

City Manager

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

State of New Mexico
Energy, Minerals and Natural Resources Department

Michelle Lujan Grisham
Governor

Sarah Cottrell Propst
Cabinet Secretary

Todd E. Leahy, JD, PhD
Deputy Cabinet Secretary

Laura McCarthy, State Forester
Forestry Division

April 1, 2022

City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701
lmaestas@lasvegasnm.gov

Re: Notice to Proceed

Enclosed please find the fully executed Agreement between The New Mexico Energy, Minerals and Natural Resources Department (EMNRD) and the City of Las Vegas (Contractor). This document serves as your official notice to proceed with the **terms and conditions stated within this agreement and will take effect on March 31, 2022.** Robert Brown is responsible for the oversight of this project and will review and certify invoices submitted under this agreement.

Note: The respective agencies and offices will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing their purposes and objectives.

Nothing in the agreement shall require the parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority.

A subrecipient that expends $750,000 or more of federal awards (in the aggregate from any source) in a fiscal year is required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, 2 CFR 200, Subpart F – Audit Requirements, OMB Circular Compliance Supplement and Government Auditing Standards. A subrecipient that does not meet the $750,000 audit threshold (Tier 7), must complete the Certification (Tiers 1 or 2) or Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14. Compliance with state audit requirements requires one of the above-mentioned tiers to be on file with the New Mexico Office of the State Auditor (OSA).

A subrecipient that qualifies for Tiers 1 or 2 must submit a copy of the certification electronically to the Forestry Division federal grant coordinator or designee annually. The Forestry Division will download Tiers 3-7 requirements directly from the OSA website for review annually.
Please note: If a subrecipient has a Single Audit (Tier 7) conducted, please ensure the Forestry

Division is identified as the pass-through entity and the subaward number assigned is listed on the subrecipient's Schedule of Expenditures of Federal Awards as the pass-through entity. Non-compliance with the Single Audit Act or the State Audit Act, as cited above, may result in a loss of federal funds.

The current available federal funding for your contract originates from the Cooperative Forestry Assistance Grant from the U.S. Department of Agriculture (USDA) Forest Service under Federal Catalog of Federal Domestic Assistance (CFDA) #10.697. This contract does not include funding for Research and Development.

The USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal or because all or a part of an individual's income is derived from any public assistance program. Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA'S TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Sincerely,

Laura McCarthy
State Forester

cc: Alyssa O'Brien
File

STATE OF NEW MEXICO, GOVERNMENTAL SERVICES AGREEMENT BETWEEN THE STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT AND CITY OF LAS VEGAS

THIS GOVERNMENTAL SERVICES AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico, Energy, Minerals, and Natural Resources Department (EMNRD) and City of Las Vegas (Entity).

THE PARTIES MUTUALLY AGREE:

1. Scope of Work: The Entity shall: Accomplish hazard tree mitigation on public property, and remove and prune top priority hazardous street trees on Entity's property.

To successfully accomplish this, the Entity shall:

A. hire an International Society of Arboriculture certified arborist subcontractor to remove hazardous trees and limbs on Entity's public properties;

B. provide the EMNRD Forestry Division (Division) with current tree inventory;

C. provide the Division written documentation of the certified arborist's estimated number of trees to be pruned or removed and obtain Division's written approval prior to proceeding with contract with the certified arborist;

D. provide the Division with a written list of actions taken per tree;

E. update tree inventory with pruning or removal actions taken per tree;

F. provide brief written progress reports to the Division on a quarterly basis detailing activities undertaken, and any problems encountered;

G. provide dollar for dollar in-kind or cash match, for a total minimum program cost equal to this Agreement's amount; and

H. provide the Division with a final written report detailing project success, and an updated inventory, and including match documentation with the final request for reimbursement by Agreement termination date.

2. Compensation:

A. Upon satisfactory completion of services, EMNRD shall pay the Entity fifteen thousand dollars ($15,000.00) for services satisfactorily performed pursuant to the Scope of Work including New Mexico gross receipts taxes, pursuant to Paragraph B of this Compensation Section. In no event shall the Entity be paid for services provided exceeding the total compensation amount without this Agreement being amended in writing prior to those services exceeding the total compensation amount being provided. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

B. Entity shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement.

C. Entity must submit detailed invoice accounting for all services performed, and expenses incurred. Invoices shall also document the source and type of match. Invoices evidencing the propriety of each claim for payment must be supported by approved purchase order. If EMNRD finds that the invoice services, or expenses are not acceptable, within 30 days of receipt of written notice from Entity that payment is requested for services received, EMNRD shall provide Entity a letter of exception explaining the defect or objection to the invoice, services, or expenses, and outlining steps Entity may take to provide remedial action. Upon certification by EMNRD that the invoice, services, or expenses have been received and accepted, EMNRD shall tender payment to Entity within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term: This Agreement becomes effective when executed by an authorized representative of Entity and of EMNRD and when DFA encumbers funds for this Agreement. It shall terminate one year from date of EMNRD signature unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

4. Termination: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

5. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature and U.S Department of Agriculture, Forest Service (USFS) granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to Entity. EMNRD's decision as to whether sufficient

appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Entity.

6. Status of Entity: Entity and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Entity acknowledges that all sums received hereunder are reportable by the Entity for tax purposes, including without limitation, self-employment and business income tax. Entity agrees not to purport to bind the State of New Mexico unless the Entity has express written authority to do so, and then only within the strict limits of that written authority.

7. Assignment: Entity shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

8. Subcontracting: Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of subcontractors conducted pursuant to this Agreement.

B. Entity is required to provide EMNRD with evidence of competitive procurement for any subcontract, including records of advertisement of bid, proposals received, and methods to select each subcontractor.

C. Any subcontract agreement shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

9. Release: Final payment of the amounts due under this Agreement shall operate as a release of EMNRD, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

10. Confidentiality: Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval.

11. Product of Services; Copyright: All materials developed or acquired by Entity under this Agreement shall become the State of New Mexico's property and be

delivered to EMNRD no later than this Agreement's expiration date. Nothing Entity produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Entity.

12. Conflict of Interest; Governmental Conduct Act: Entity warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 through –18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

13. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

14. Merger: This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless as embodied in this Agreement.

15. Penalties for Violation of Law: The Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

16. Equal Opportunity Compliance: Entity agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Entity assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Entity is found not to be in compliance with these requirements during the life of this Agreement, Entity agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law: The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1(G). By execution of this Agreement, Entity acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Records and Audit:

A. Entity shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until six years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico if the Entity has an office within the state; otherwise, Entity shall make such records available to EMNRD within 10 days upon EMNRD's request. During this time, such records shall be subject to inspection by EMNRD, DFA, the State Auditor, and USFS. Entity further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses related to this Agreement for which exception is under consideration by USFS or any authorized representative and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If Entity receives $750,000 or more in federal funding from all sources in the aggregate in a fiscal year, Entity's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state, and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements, OMB Circular Compliance Supplement and Government Auditing Standards, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular. Contractors who do not meet the $750,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. To comply with state audit requirements, Contractors shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. Entity shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or on disk, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

19. Liability: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.*, as amended.

20. Procurement, Utilization, and Disposition of Property: Entity shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement Entity has any property in its possession belonging to EMNRD, Entity shall account for the property and dispose of it as EMNRD directs. All property acquired by

the Entity or procured under this Agreement shall be used and disposed of in accordance with USFS regulations governing disposal of property.

21. Invalid Term or Condition: If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement: A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict performance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no waiver of a specified right by a party shall be effective to waive any other rights.

23. Notice: Except as otherwise specified herein, all notices hereunder shall be in writing) and shall be given to the relevant party at its address set forth below, or such other address as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, or by telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

Urban and Community Forestry Program Manager
EMNRD – Forestry Division
1220 S. Saint Francis Drive
Santa Fe, NM 87505

General Counsel
EMNRD – Office of the Secretary
1220 S. St. Francis Drive
Santa Fe, NM 87505

To the Entity:

City of Las Vegas
c/o Leo Maestas
1700 North Grand Avenue
Las Vegas, NM 87701

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

24. Authority: If Entity is other than a natural person, the individual(s) signing this Agreement on behalf of Entity represent and warrant that he or she has the power and authority to bind Entity, and that no further action, resolution, or approval from Entity or any other entity is necessary to enter a binding contract.

25. Acknowledgment: Entity shall acknowledge EMNRD and USFS as co-sponsors and funding sources in all news releases, programs, proceedings, and related publicity/publications for the project.

26. Attorney's Fees and Costs: Entity agrees that if a court of competent jurisdiction finds Entity has breached this Agreement, or amendments hereto, or to have committed any tortious act relating to this Agreement's scope, EMNRD may recover from Entity reasonable attorneys' fees and costs in connection with litigation brought to obtain the judicial determination and to collect any judgment.

27. Minimum Wage Rate: If applicable, Entity shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

28. Compliance with Law and Funding Source Conditions:

A. Entity shall comply with all applicable state and federal statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement.

B. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) - Entity shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies and services. The affirmative steps shall include the following:

1) including qualified MBEs/WBEs on solicitation lists;

2) assuring that MBEs/WBEs are solicited once they are identified;

3) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;

4) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;

5) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and

6) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

C. Compliance with Trafficking Victims Protection Act of 2000 - Entity, Entity's employees, subcontractors, and subcontractors' employees shall not:

1) engage in severe forms of trafficking in persons during this Agreement's term;

2) procure a commercial sex act during this Agreement's term; or

3) use forced labor in the performance of this Agreement.

D. Compliance with NMSA 1978, § 66-7-374, Texting While Driving - Entity and Entity's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

E. In the event this Agreement is funded with federal monies, Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement conducted pursuant to this Agreement.

F. In the event this Agreement is funded with federal monies and Entity wishes to enter into an agreement with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under this Agreement, Entity shall comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the USFS.

G. Entity shall not award subcontracts to parties listed on the government-wide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. part 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regularity authority other than Executive Order 12549.

H. If the value of this Agreement exceeds $100,000, Entity shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

I. If this Agreement is valued at more than $150,000, Entity shall comply with all applicable standards orders or requirements issued under the federal Clean Air

Act (42 U.S.C. § 7401 *et seq.*); Clean Water Act (33 U.S.C. § 1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans); and U.S. Environmental Protection Agency (EPA) regulations.

29. Insurance Coverage: Entity shall provide EMNRD a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Entity shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Entity shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, §§ 52-1-1, *et seq.*, if applicable. If the Entity fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By: _____ Date: 3/31/22
Cabinet Secretary or Designee

CITY OF LAS VEGAS

By: _____ Date: 3/29/22
Authorized Representative Signature

Leo J. Maestas, City Manager

Printed Name and Title

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: June 15, 2022

Date Submitted: 06/09/2022 **Department:** Fire Department

Item/Topic: Review and Approval of Extending Emergency Proclamation Declaring Fireworks Restrictions for an additional 30 days due to continued Extreme Fire and Drought Conditions, in accordance to Fireworks Licensing and Safety Act NMSA 1978 § 60-2C-8.1

Fiscal Impact: None

Attachments: Resolution Extension Proclamation, NM State Drought Status, and NOAA Drought Prediction

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

RESOLUTION NUMBER 22-31

EMERGENCY PROCLAMATION DECLARING FIREWORKS RESTRICTIONS

WHEREAS, the Governing Body of the City of Las Vegas has obtained information and forecasts from the National Weather Service concerning drought indices affecting the City of Las Vegas; and

WHEREAS, the Governing Body of the City of Las Vegas has obtained relevant information from the United States Forest Service concerning drought conditions affecting the City of Las Vegas; and

WHEREAS, on May 11, 2022, the Governing Body of the City of Las Vegas by way of Proclamation Declared a Civil Emergency and Extreme Drought Conditions affecting the City of Las Vegas; and

WHEREAS, the Extreme Fire Behavior and Extreme Drought Conditions as displayed by the Calf Canyon/Hermit Peak Fire; and

WHEREAS, the Fireworks Licensing and Safety Act at NMSA 1978, § 60-2C-8.1 authorizes the Governing Body of the City of Las Vegas to issue a proclamation declaring extreme or severe drought conditions within the boundaries of the City of Las Vegas; and

WHEREAS, the Fireworks Licensing and Safety Act at NMSA 1978, § 60-2C-8.1 and City of Las Vegas Ordinance §238-12 "Fireworks Control Ordinance." further requires that such a proclamation ban or restrict the sale and use of certain fireworks within the boundaries of the City of Las Vegas; and

WHEREAS, the Governing Body of the City of Las Vegas at it's organizational city council meeting meeting on May 18, 2022 passed Resolution No. 22-26 Emergency Proclamation Declaring Fireworks Restrictions

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

1. There continues to exist severe or extreme drought conditions within the municipal boundaries of the City of Las Vegas, creating a significant and immediate threat to the life, safety, health, and welfare of residents of the City of Las Vegas, and to public and private property within the City.

2. Firework restrictions are imposed within the boundaries of the City of Las Vegas pursuant to Fireworks Licensing and Safety Act at NMSA 1978, § 60- 2C-8.1 and Fireworks Control Ordinance §238 and shall:

a. Ban the sale and use of missile type rockets, helicopters, aerial spinners, stick type rockets and ground audible devices including chasers and firecrackers within the boundaries of the City of Las Vegas.

b. Ban the possession and use of aerial spinners, helicopters, mines, missile-type rockets, roman candles, shells, stick type rockets, aerial devices, and ground audible devices within the City of Las Vegas.

c. Ban the use of all fireworks within wildlands within the City of Las Vegas including but not limited to the Riverwalk and Bosque areas.

d. Ban the sales or use of display fireworks within the City of Las Vegas

e. Restrict the use of any fireworks not listed above to areas that are paved or barren and that have a readily accessible source of water for use by the homeowner or the general public.

f. Fireworks that are still permissible within the boundaries of the City of Las Vegas are: Ground and hand-held sparking devices, combination items, and novelties and trick noisemakers.

3. Pursuant to Fireworks Licensing and Safety Act at NMSA 1978, § 60-2C-6, nothing in this proclamation "shall prohibit licensed wholesalers, distributors, importers or manufacturers from storing, selling, shipping or otherwise transporting fireworks as defined by the United States department of transportation to any person or entity outside the state of New Mexico."

4. This proclamation incorporates by reference the definitions of terms specified under the Fireworks Licensing and Safety Act and Fireworks Control Ordinance, including but not limited to the following:

a. "'missile-type rocket' means a device similar to a stick-type rocket in size, composition and effect that uses fins rather than a stick for guidance and stability and that contains no more than twenty grams of chemical composition;" NMSA 1978, § 60-2C-2(U);

b. "'helicopter' or 'aerial spinner' means a tube containing no more than twenty grams of chemical composition with a propeller or blade attached that spins rapidly as it rises into the air with a visible or audible effect sometimes produced at or near the height of flight;" NMSA 1978, § 60-2C-2(Q);

c. "'stick-type rocket' means a cylindrical tube containing no more than twenty grams of chemical composition with a wooden stick attached for guidance and stability that rises into the air upon ignition and produces a burst of color or sound at or near the height of flight;" NMSA 1978, § 60-2C-2(CC);

d. "'chaser' means a paper or cardboard tube venting out the fuse end of the tube that contains no more than twenty grams of chemical composition and travels along the ground, often producing a whistling effect or other noise; an explosive composition not to exceed fifty milligrams may be included to produce a report;" NMSA 1978, § 60-2C-2(D);

e. "'firecracker' means a small, paper-wrapped or cardboard tube containing no more than fifty milligrams of explosive composition that produces noise and a flash of light; provided that firecrackers used in aerial devices may contain up to one hundred thirty milligrams of explosive composition per report;" NMSA 1978, § 60- 2C-2(M);

f. "ground audible devices" means "chasers" and "firecrackers." NMSA 1978, § 60-2C-7(A)(3).

g. "ground and hand-held sparking devices" CLV §238-2(A)

(1) Dipped Stick, Wire Sparkler
(2) Crackling Device
(3) Cylindrical Fountain
(4) Cone Fountain
(5) Illuminating Torch
(6) Wheel
(7) Ground Spinner
(8) Flitter Sparkler

h. "combination devices" Combination items consist of fireworks and/or devices containing combinations of two or more permissible effects. CLV §238-2(D)

i. "'distributor' means a person, firm or corporation selling fireworks to wholesalers and retailers for resale;" NMSA 1978, § 60-2C-2(K);

j. "'manufacturer' means a person, firm or corporation engaged in the manufacture of fireworks;" NMSA 1978, § 60-2C-2(S);

k. "'retailer' means a person, firm or corporation purchasing fireworks for resale to consumers;" NMSA 1978, § 60-2C-2(Z);

l. "'specialty retailer' means a person, firm or corporation purchasing permissible fireworks for year-round resale in permanent retail stores whose primary business is tourism;" NMSA 1978, § 60-2C-2(BB);

m. "'wholesaler' means a person, firm or corporation purchasing fireworks for resale to retailers;" NMSA 1978, § 60-2C-2(GG).

5. This resolution and proclamation shall take effect after the expiration of Resolution No. 22-26 (June 18, 2022) and shall effective for 30 days beginning June 19, 2022 and the Governing Body may issue succeeding proclamations if extreme or severe drought conditions warrant.

ACCEPTED AND APPROVED this _____ day of June 2022.

_____

Mayor Louie A. Trujillo

ATTEST:

_____

Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____

Scott Aaron, City Attorney

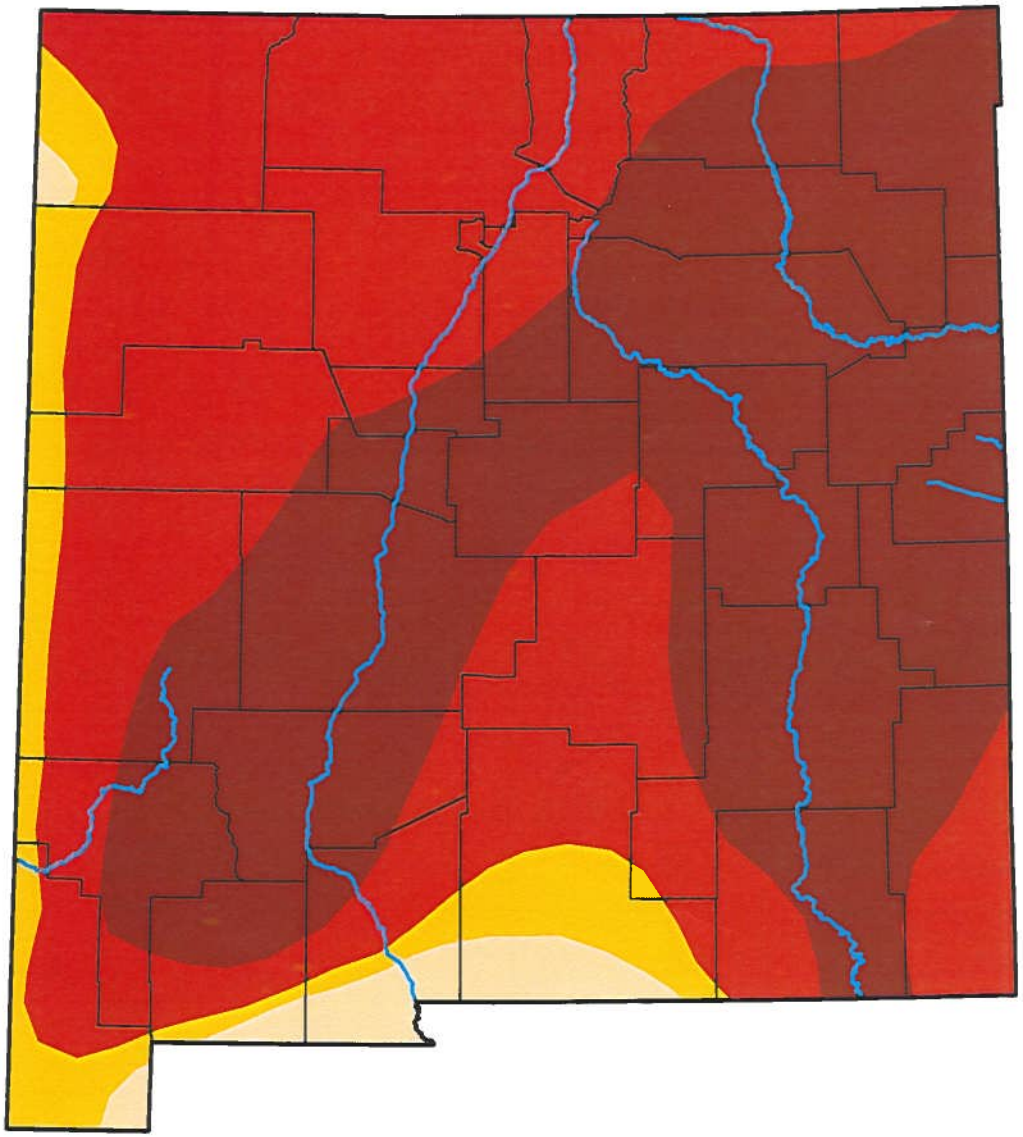
U.S. Drought Monitor

New Mexico

June 7, 2022

(Released Thursday, Jun. 9, 2022)

Valid 8 a.m. EDT



Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx

Author:

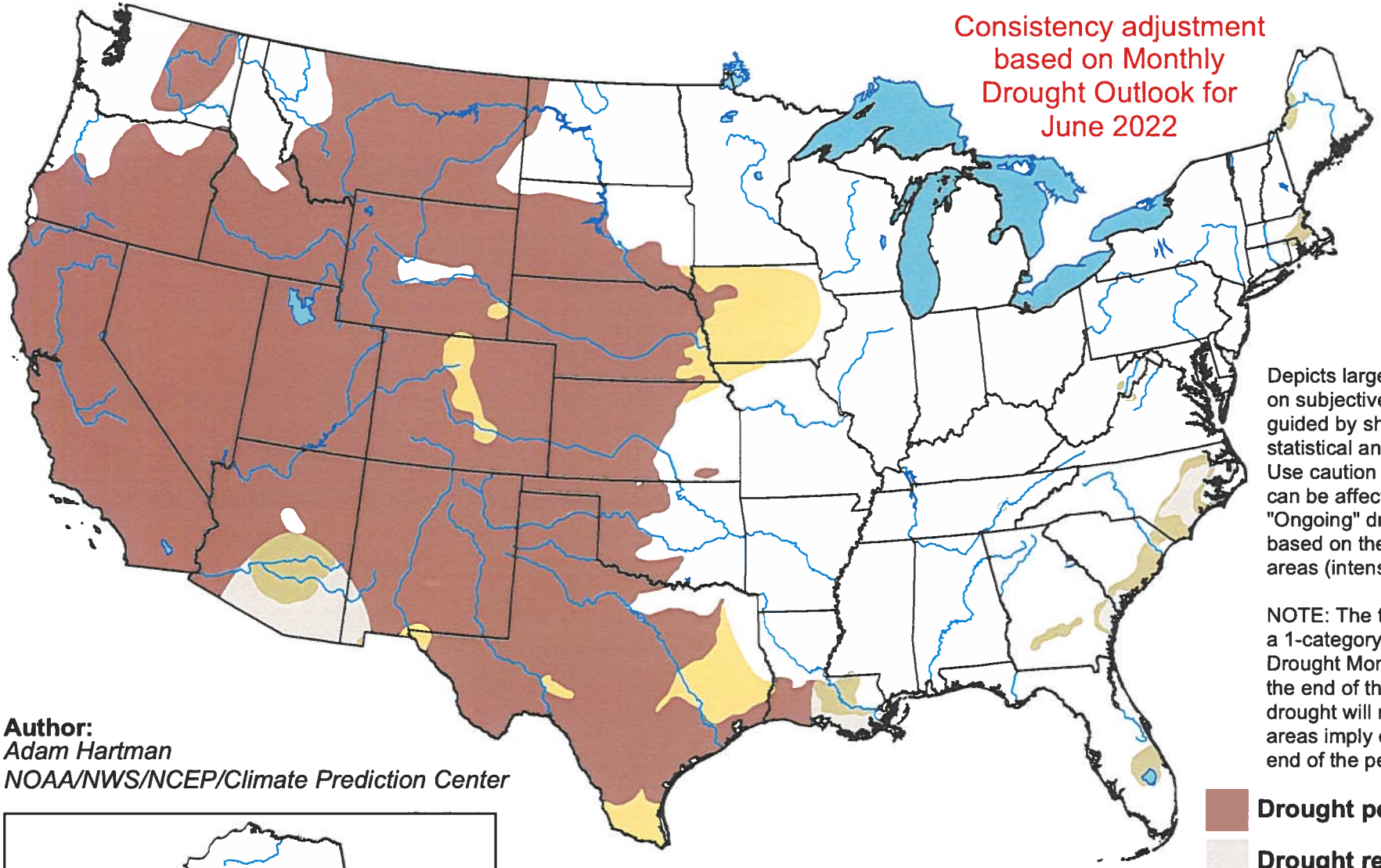
Brad Pugh
CPC/NOAA

droughtmonitor.unl.edu

U.S. Seasonal Drought Outlook

Drought Tendency During the Valid Period

Valid for June 1 - August 31, 2022
Released May 31, 2022



Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived event "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

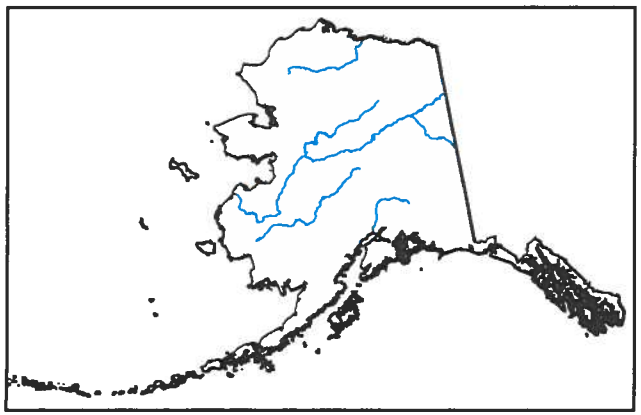
Drought persists

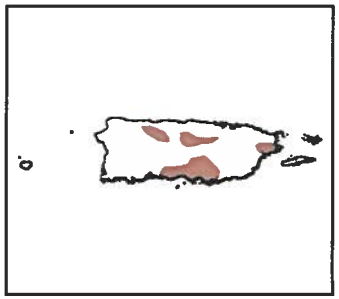
Drought remains but improv

Drought removal likely

Drought development likely

Author:
Adam Hartman
NOAA/NWS/NCEP/Climate Prediction Center





http://go.usa.gov/3eZ73

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: June 15, 2022

Date Submitted: 6/9/22 **Department:** Community Development

Item/Topic: MainStreet de Las Vegas contract update.

Fiscal Impact:

Attachments: Current Contract

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

Approved For Submittal By:

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 _____

Agreement / Contract
No. 3792-21
City of Las Vegas
Date

Professional Services Contract

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

This Professional Services Contract ("Contract") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (hereinafter " City") and Mainstreet de Las Vegas (hereinafter" Contractor") on this 4th day of October, 2021.

RECITALS

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

WHEREAS, the City commits financial support through June 30, 2022, prorated on a quarterly or project completion basis in an amount during the contract period not to exceed Thirty Five Thousand Dollars ($35,000.00). Thirty Thousand dollars ($30,000) for the Scope of Work (**Exhibit A**), and in-kind services not to exceed Five Thousand Dollars ($5,000.00) in the form of office space and utilities, and use of Train Depot conference room subject to availability to be paid to the Contractor under the terms and conditions of this Contract; and

WHEREAS, this Contract will be retroactive to June 30, 2021; and

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

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

1. Term. This Contract shall be effective from the date it is fully executed through June 30, 2022, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.

2. Completion Schedule. Contractor shall complete the tasks identified in the Scope of Work no later than June 30, 2022.

3. Compensation and Payment Schedule. The City shall pay Contractor on a timely basis as follows:

   A. The City shall pay Contractor for services satisfactorily rendered in an amount not to exceed a total of Thirty Thousand Dollars ($30,000). The total amount payable to the Contractor under this agreement shall not exceed thirty thousand dollars ($30,000.00).

   B. Invoices should be provided on or after September 30th, 2021, December 31st, 2021, March 31st, 2022, and June 1st, 2022. Payments shall be made from the General Fund, line item 101-5400-700-7305 to the Contractor within thirty days after the City certifies its acceptance of the Work in writing. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month.

   C. No further amount(s) shall be available under this Contract unless authorized by City Council resolution and embodied in written amendment to this Contract executed prior to the additional work being performed.

   D. Subject to the requirements of Paragraph (C), the City acknowledges that if it requests services outside the Scope of Work, Contractor will bill for these services at rates ranging from fifty dollars per hour ($50.00) to seventy five dollars per hour ($75.00) including gross receipts tax, depending on the experience of the individual providing the requested services.

4. Termination.

   A. In addition to any other remedy provided by law, the City may terminate this Contract by written notice delivered to the Contractor or his agent in any of the following circumstances:
      i. If the Contractor is in default in the performance of any term, condition or covenant of this Contract, and if the Contractor does not cure the default within five (5) working days after notice, or, if the default is of such nature that it cannot be cured completely within the five (5) day period; or
      ii. If the Contractor fails to furnish a certificate of insurance within the time required by this Contract.
      iii. If the deliverables from the FY2021 Contract are not completed.

   B. The Contractor may terminate this Contract if the City is in default in the performance of any material term, condition or covenant of this Agreement and if the City does not cure the default within ten (10) days after notice, or, if the default is of such nature that it cannot be cured completely within the ten (10) day period.

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

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

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

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

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

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

10. Business Insurance Requirements.

A. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement, in amounts acceptable to industry standards so long as this Contract is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico.

B. If the Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City.

C. The Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701.

D. The Contractor shall not begin any activities in furtherance of this Contract until the required insurance has been obtained and proper certificates of insurance delivered to the City Administrator. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

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

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

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

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

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

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

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

18. Scope of Agreement, Amendment and Severability. This Contract contains the entire agreement and understanding between the City and Contractor with respect to the subject matter herein and all prior negotiations, writings, agreements and understandings are merged in and are superseded and cancelled by this Agreement. No statement, promise, or inducement made by the City or the Contractor, either written or oral, which is not contained in this Contract, is binding upon the City or Contractor. In the event that any word, phrase, section, portion or other part of this Contract is found and declared by a court of competent jurisdiction to be illegal, unenforceable or void ("Stricken Part"), this Contract shall continue in full force and effect without the Stricken Part.

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

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

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

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

23. New Mexico Tort Claims Act. Any liability incurred by the City in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

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

25. Copy Effective as Original. A copy of this Contract shall have the same force and effect as the original.

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

CITY OF LAS VEGAS

Approved By:

Leo Maestas, City Manager

Date: 10/4/21

Attest:

Casandra Fresquez, City Clerk

Approved as to legal sufficiency only:

10/7/21

Scott Aaron, City Attorney

CONTRACTOR:

Michael Peranteau, Executive Director
MainStreet de Las Vegas
500 Railroad Avenue
Las Vegas, NM 87701
Office: (505) 617-6800
Cell: (505) 257-8770

Date: 10.4.2021

Reina Fernandez, President
MainStreet de Las Vegas

Date: 10/4/2021

SCOPE OF WORK CONTRACT FY2022
TIMELINE & METRICS FOR SUCCESS

The Las Vegas City Council will be presented on a quarterly basis by MainStreet de Las Vegas (hereinafter "MSLV") on the progress of each of the deliverables incorporated herein at the City Council meetings.

MainStreet de Las Vegas shall provide evidence of completion for each deliverable by way of minutes, photos, sign in sheets, etc. to be included with the Scope of Work progress report on a quarterly basis.

1. Provide continued facilitation, technical assistance, and project-based revitalization to build sustainable and resilient areas of the including, but not limited to the downtown economic development area to include the Bridge Street/Plaza Park District, the Douglas Avenue District, and the Historic Railroad District based on Main Street America's "Four Points Approach" including: Economic Vitality, Design, Organization, and Promotion.
   Measurable Goals: Coordinate first Friday gallery openings; create a sale & open studio event for local artists (include artists and open studios from old town); and work with other New Mexico Main Street Arts & Cultural Districts.
   Timeline: These four community meetings/workshops will take place over the next twelve months. City Council will be notified of the dates when they are scheduled and invited to each event.

2. Provide support to the City of Las Vegas in support of the Great Blocks project's Phase I and Phase II.
   Measurable Goals:
   a. Executive Director will provide all assistance needed and available for all relevant meetings.
   b. Executive Director will begin work on Phase 3 application for the next capital outlay grant.

   Timeline: This project is ongoing throughout the next 12 months. In September/October, the Executive Director and the City Manager will meet with the project engineer from Sites Southwest to trim the project budget. The revised project will be put out to bid again by the City Manager. Will complete, the bidding process by March 1, 2022.

3. Continue to work to implement wayfinding, install signage, and plan future wayfinding phases to include all of Las Vegas.
   Measurable Goals:
   a. Executive Director will continue to work with P&M Signs and the City to move this project forward; Executive Director will coordinate sign fabrication and sign installation.

b. Sign installation at the South Pacific entrance.
c. Executive Director will work with the Las Vegas City Manager's office on all aspects.

Timeline: This project is ongoing and nearing completion. The City Manager is drawing up the contract for P&M Signs; the company selected for the fabrication and installation of the wayfinding signs. The next step is for the City Manager and the Main Street Executive Director to peruse the five sign sites and then invite Larry Archuleta from P&M to visit the sign sites to check installation needs. Initial wayfinding signs will be installed by June 1, 2022.

4. Work to reactivate our state-authorized Las Vegas Arts & Cultural District by contracting with New Mexico Main Street to help MSLV design a marketing program after meeting with local art businesses and organizations.

Strategies:

a. Preserve, protect, and promote our multiplicity of authentic cultural and artistic traditions
b. Celebrate the various histories and peoples of Las Vegas and the surrounding region
c. Develop rich artistic, cultural, and economic opportunities for Las Vegas and its residents

Measurable Goals:

a. Coordinate first Friday gallery openings
b. Create a sale & open studio event for local artists from the entire City, and coordinate/work with other New Mexico Main Street Arts & Cultural Districts.

Timeline: The Arts & Cultural Districts will be restarted by December 31, 2021. This is contingent on the Arts & Cultural Districts being returned to Main Street by the Las Vegas Arts Council. The first Friday gallery openings will begin by June 1, 2022.

5. Work with the City to provide information on ways to increase the availability and variety of housing in the Metropolitan Redevelopment Area by supporting mixed-use and infill development and identifying resources and incentives to promote housing development.

Measurable Goals:

a. Work with the City to coordinate community meetings with the appropriate specialists at New Mexico Main Street to research and explore ideas around affordable housing
b. Investigate the use of buildings in Las Vegas' three downtown districts as possible live/work/studio spaces
c. Organize a follow-up meeting on the recent meeting with Rhea Serna.

Timeline: MSLV will invite Rhea Serna back to Las Vegas to meet with City Officials as well as community members to discuss these issues in November 2021.

6. Develop and implement a plan for the proper management of the garbage cans, trees, flower boxes, and other items located within the MainStreet districts in partnership with the City of Las Vegas, creating a streamlined process for landscaping, beautification, and maintenance.

Measurable Goals: gather information to facilitate effective management and plan of action:

a. Gather information on the history and past management from my predecessor Cindy Collins.
b. Walk the districts and inventory trash cans, trees, and planter boxes; research how this is managed in other New Mexico Main Street districts (Silver City & Los alamos have good programs).
c. Create a plan of action on maintenance and replacement.

Timeline: MSLV will write this plan by December 31, 2021.

7. Work with the Community of Las Vegas progressing the Community Garden as a viable, productive entity.

Measurable Goals:

a. Continue to work with the garden committee on getting the garden up and running, coordinate meetings with Amy Bell and Groundworks in Albuquerque
b. Work with Community Garden partners including the City, Highlands University, Amor de la Tierra Garden Club, Master Gardeners of New Mexico, and the San Miguel County/District 4 Drug Court
c. Work on marketing and signage for the garden & get a sign about the garden up in September 2021; create the committee structure for the garden and get the committees operating
d. Work on fencing the garden, the garden shed/greenhouse and the initial planter boxes this summer and fall.

Timeline: This project is long-term and ongoing. The organizational framework, formal phases of implementation will be completed by June 1, 2022. Will install signage marketing and increasing visibility of the Community Garden. Signage will be installed by January 30, 2022.

8. MainStreet de Las Vegas will explore ways to enlarge its district. MSLV will explore ways to grow its boundaries. A committee of the Board of Directors will research how the MSLV District can add the area directly west of the Plaza up South Pacific Street. It will also explore other possibilities and possible additions.

Measurable Goals:

a. Form a committee of the Board of Directors
b. Meet with New Mexico Main Street staff to discuss how his process works
c. Report to the Board and City about results

Timeline: This project will happen over the next 12 months. Results will be reported in Quarterly Reports and to the City Council quarterly.