



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
SPECIAL CITY COUNCIL MEETING
November 29, 2022–Tuesday – 5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

Public comments can **only** be made **in person**.

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. APPROVAL OF MINUTES (November 9th and November 16th, 2022)**
- VIII. DISCUSSION ITEMS**
 - 1. Public Input and Discussion regarding Samaritan House (Public input not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- IX. BUSINESS ITEMS**
 - 1. Consideration/Direction regarding funding for the Samaritan House.**

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4

Mayor Louie Trujillo The contract for Samaritan House expired on June 30, 2022. The City of Las Vegas has provided funding to the Samaritan House for several years. Funding for the last three contracts:

January 2022 through June 30, 2022 - \$59,000.00 - (\$9,833.33/mo)

July 2020 through June 2021 - \$40,000.00 - (\$3,333.00/mo)

January 2020- June 2020 - \$40,000.00 – (6,665.00/mo)

X. EXECUTIVE SESSION

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

XI. 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

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD
ON WEDNESDAY, NOVEMBER 9, 2022 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS.**

MAYOR: Louie A. Trujillo

COUNCILORS: David G. Romero
Barbara Casey
Michael L. Montoya
David Ulibarri

ALSO PRESENT: Leo Maestas, City Manager
Casandra Fresquez, City Clerk
Antonio Salazar, Sergeant at Arms

CALL TO ORDER

Mayor Trujillo called the meeting to order at 5:30 pm.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo welcomed the family of Rosita Ellis, and stated that Rosita Ellis always lit up a room wherever she went. Mayor Trujillo further stated that Rosita Ellis did so much for the community, she was always hugging everyone, along with her signature kiss on the cheek and she was a wonderful, warm hearted person. Mayor Trujillo asked to remember those we've lost in the community. Mayor

Trujillo also thanked everyone for their hard work and prayed that they continue to do a good job together.

APPROVAL OF AGENDA

Councilor Romero made a motion to approve the agenda as presented. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
David G. Romero	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

City Clerk Fresquez advised there was no public input.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

City Clerk Fresquez read a Proclamation for "Rosita Ellis".

City Clerk Fresquez read a Proclamation for "Small Business Saturday".

COUNCILORS' REPORTS

Councilor Casey stated she was surprised when she saw that the agenda read "public comments can only be made in person", although she understands trying to prevent people from sending emails that are not very nice or that insult employees or other people and not knowing who sent that email. Councilor Casey advised having only in person public input takes away the ability of people who are handicapped, bedridden or just can't come to meetings to express their concerns or issues. Councilor Casey suggested that they continue to take email input but require the person who sent the email to include their full name, address and telephone number to verify that it's them. Councilor Casey stated she thinks public input is very important and knows that it's not required by law and is a courtesy that the City gives to people. Councilor Casey further stated she thinks every citizen in Las Vegas should have the opportunity to speak on any concerns they may have.

Councilor Casey advised during last month's meeting an individual made disparaging remarks about a City employee. Councilor Casey suggested going over the rules of decorum for public input so people know not to name anyone that is associated with the City such as the Mayor, Council, employees, City Manager, City Clerk or anyone else who works for the City. Councilor Casey asked those who have an issue regarding City employees to meet with City Manager Maestas first to work it out. Councilor Casey thanked the Parks department for cleaning the Plaza Park after it is being used. Councilor Casey advised she and Deputy City Manager Gonzales met with the Samaritan House Director and Board Chairman regarding the needs and changes that have been made at the Samaritan House. Councilor Casey asked for a cost estimate for how much was spent at the Balloon Fiesta. Councilor Casey advised it was great publicity and thanked everyone who worked on it. Councilor Casey voiced her concerns regarding how much was spent on swag, brochures, pins, hotels, meals and travel expenses. Councilor Casey congratulated Councilor Montoya on his daughter's win as New Mexico State Treasurer.

Councilor Ulibarri thanked Public Works Director Lopez and his staff for all the work they do out in the city streets.

Councilor Montoya advised his daughter the elected NM State Treasurer asked to thank Councilor Romero, Councilor Casey and City Manager Maestas for their endorsements and support and advised she will try to make Las Vegas proud. Councilor Montoya advised they are very blessed with three people elected, Gerald Baca, Laura Montoya and Teresa Leger Fernandez. Councilor Montoya advised they had a meeting with FEMA in regards to people who were affected by the fire and people are able to apply for 100% funding for losses they had. Councilor Montoya advised there will be a couple of meetings on November 17th and December 15th in Las Vegas. Councilor Montoya further advised the application will be available starting November 14th for those who had losses due to the fire.

Councilor Romero thanked Public Works Director Lopez and his staff for striping roads. Councilor Romero discussed the following data from the Balloon Fiesta; there were 800,048 attendees and 1.6 million live views. Councilor Romero requested an update on the turf fields at Rodriguez Park.

CITY MANAGER'S REPORT

City Manager Maestas gave a report on the following:

- New improvements in the Council Chambers, about 95% complete
- Destination Marketing Service RFP, posted since October
- National Opiates Settlement, over \$37,000
- Second portion of ARPA funds received
- RBC Capital bonding capacity
- CES program
- Successful Halloween Trunk or Treat, over 4,000 residents including children
- Holiday events-advertising on KOB 4

Councilor Ulibarri asked when the ice skating rink would be installed.

City Manager Maestas advised they are working on installing a basketball court at Keys Park and would like to have it installed there. City Manager Maestas advised they are looking at procuring a tent for the ice skating rink and they are looking at having it coincide with Christmas events and run for about 30-45 days.

Councilor Casey asked if the City would be sponsoring an event for Veterans Day.

Mayor Trujillo advised he tried reaching out to Gary Ludi but never heard back from him. Mayor Trujillo advised they would be installing a new sign at the Veterans Park tomorrow.

City Manager Maestas advised he's been working with Nancy Fernandez from the VFW in regards to purchasing 30 new flags for the Veterans Park.

Councilor Montoya asked where the funding was coming from to utilize KOB 4 for advertisement and how much.

City Manager Maestas advised every year the City budgets monies in the event fund and Community Development budget to fund such projects.

Councilor Montoya asked why Lodgers Tax monies weren't being used for advertising on KOB 4.

City Manager Maestas advised that could be an option but Lodgers Tax hasn't had a meeting and they didn't want to wait since the holiday season was already upon us.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes from October 12 and October 19, 2022 with minor corrections. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

PRESENTATIONS

Utilities Director Gilvarry gave a lengthy report on the gas rate adjustment process and advised the reason for the gas rate increase is because ZIA has their own gas components due to the cost of natural gas going up.

Mayor Trujillo asked if a notice had been sent out to the public notifying them about the gas rate increase.

Utilities Director Gilvarry advised no, she wanted to wait until she gave her presentation to Mayor and Council.

Mayor Trujillo asked to send him the notice so he can review it prior to sending it out to the public. Mayor Trujillo advised he wants the public to know they did not elect to increase the rates at the City of Las Vegas, the rate increase was caused by supply and demand. Mayor Trujillo asked that a number be provided in the letter for a Customer Service Representative to help with any payment arrangements.

Discussion and questions took place regarding the monthly cost for transporting natural gas from Colmar to Las Vegas, what the back-up plan would be should a line break between Las Vegas and Colmar, whether there was a PRC hearing regarding the increase, and the comparison between natural gas and propane.

CONSENT ITEMS

City Clerk Fresquez read the Consent Agenda (1-4) into the record as follows:

- 1. Request approval of Addendum #1 to Contract #3808-21 with Miller Engineering for professional services for the City of Las Vegas.
- 2. Request approval of Addendum #1 to Contract #3817-21 with Molzen Corbin & Associates for professional services for the City of Las Vegas.
- 3. Request approval of Addendum #1 to Contract #3819-21 with Stantec for professional services for the City of Las Vegas.
- 4. Request approval of Addendum #1 to Contract #3820-21 with Molzen Corbin & Associates for professional services for the Las Vegas Municipal Airport.

Councilor Romero made a motion to approve the Consent Agenda (1-4) as presented. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
David Ulibarri	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

- 1. MainStreet de Las Vegas’ FY 2022-23 First Quarter Report.

Cindy Collins with Las Vegas MainStreet discussed deliverables, their accreditation for 2023, 17 Wayfinding signs installed, and the Great Blocks construction project.

MainStreet Executive Director Michael Peranteau advised the financial reports and economic reports were sent in October which entailed how many buildings were purchased, how many businesses opened, how many businesses closed, and how much was spent on renovations. Mr. Peranteau advised he gave 2 quarters, one quarter alone shows two million dollars worth of property sales in the MainStreet district. Mr. Peranteau discussed the funding for the City wide mural project that Mayor Trujillo initiated. Mr. Peranteau discussed organizing one First Friday event each month with galleries and creative businesses.

Mayor Trujillo thanked MainStreet for all the work they do.

Councilor Montoya mentioned his concerns regarding the price of the Wayfinding signs and asked that City Manager Maestas provide a report as to what the cost of the signs were. Councilor Montoya advised he has requested certain signs be changed from where they are currently at.

Mr. Peranteau advised they are going to adjust the one on 12th St., and Douglas Ave.

Councilor Montoya advised there is one on 6th St., and one on University Ave. Councilor Montoya mentioned the Las Vegas MainStreet working with New Mexico MainStreet to include other wards to expand on the MainStreet districts. Councilor Montoya reminded Las Vegas MainStreet that the scope of work stated 2 murals would be completed this year and 2 more next year.

Discussion took place regarding the meeting with PNM signs in regards to the discrepancies on the quantities that were on the original quote and what was actually installed, lowering the amount of the invoice to reflect the amount of signs that were installed and the amount of double sided signs.

2. Request approval to apply for Pet Animal Care Facilities Act (PACFA) License for out of state animal transfers.

Animal Care Center Manager Beatrice Gallegos discussed the issues with shelters not taking larger animals and the need to transfer animals to Colorado.

Councilor Romero thanked Ms. Gallegos for stepping up for the shelter and willing to find homes for animals. Councilor Romero also thanked Police Chief Salazar for all his help with the Animal Care Center.

Councilor Montoya asked if the travel expense would come out of the Police department's budget.

Police Chief Salazar advised it would come out of the animal control budget.

Councilor Montoya asked what the monthly cost would be.

Ms. Gallegos advised the application will be between \$350-\$450 depending on how many animals they are sending across the state line and the cost of fuel. Ms. Gallegos advised some places might pay them to take the animals.

Discussion took place regarding how many people would need to go to Colorado during animal transfers, if there would be overnight stays, and where they are at regarding the no-kill rate.

Mayor Trujillo thanked Ms. Gallegos for all she's done. Mayor Trujillo asked if there was someone licensed at the Animal Care Center to do euthanasia.

Ms. Gallegos advised not at this time but they are looking into it, they are utilizing the local vets.

Police Chief Salazar advised they are requesting the 2 out of state travels to Colorado.

Councilor Romero made a motion to approve to apply for Pet Animal Care Facilities Act (PACFA) License for out of state animal transfers. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David Ulibarri	Yes
Barbara Casey	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

- 3. Request approval to Publish Ordinance No. 22-15 for water project DW-5355 financing costs of a supervisory control and data acquisition (SCADA) system.

Councilor Romero made a motion to approve to Publish Ordinance No. 22-15 for water project DW-5355 financing costs of a supervisory control and data acquisition (SCADA) system. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

- 4. Request approval to purchase a camel truck for the WasteWater division.

Utilities Director Gilvarry discussed the need to purchase a camel truck and advised they will be trading in the one they have which is not operational and would be too costly to repair.

Councilor Romero advised they’ve had issues before without having a camel truck.

Utilities Director Gilvarry advised that was correct, they had to hire a private contractor or delay the ability to service customers.

Councilor Montoya asked what the year was on the older camel truck.

Utilities Director Gilvarry advised she did not know and would get back to him.

Councilor Romero made a motion to approve the purchase of a camel truck for the WasteWater division. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David G. Romero	Yes
Barbara Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

5. Request approval for Mayor Trujillo and Councilor Romero to attend the NALEO 14th Biennial National Institute for Newly Elected Officials in Washington D.C.

Councilor Romero advised the Institute is done biennially and NALEO would pay for flight and transportation. Councilor Romero advised there is a cost for registration of \$200 and meals.

Councilor Casey advised she has had many years of NALEO training and their training is excellent and beneficial.

Councilor Romero advised they would try to make an appointment or two with officials in D.C., to discuss some of the issues they are dealing with.

Councilor Casey made a motion to approve Mayor Trujillo and Councilor Romero to attend the NALEO 14th Biennial National Institute for Newly Elected Officials in Washington D.C. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

Councilor Romero made a motion to convene into executive session for the purpose of discussing collective bargaining strategy as permitted by Section 10-15-1 (H) (5) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Casey seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing collective bargaining strategy as permitted by Section 10-15-1 (H) (5) of the New Mexico Open Meetings Act, NMSA 1978 and only those matters were discussed and no action was taken. Councilor Casey seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Ulibarri seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 7:52 pm.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD
ON WEDNESDAY, NOVEMBER 16, 2022 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS.**

MAYOR: Louie A. Trujillo *Absent*

COUNCILORS: David G. Romero *Absent*
Barbara Casey
Michael L. Montoya *arrived at 5:35 pm*
David Ulibarri

ALSO PRESENT: Leo Maestas, City Manager
Casandra Fresquez, City Clerk
Antonio Salazar, Sergeant at Arms

CALL TO ORDER

Mayor Pro Tem Casey called the meeting to order at 5:36 pm and advised Mayor Trujillo and Councilor Romero were excused due to attending the National Association for Latino Elected Officials 14th Biennial National Institute.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Pro Tem Casey asked for a moment of silence to think about all the people who work for the City of Las Vegas and all the work they do on a daily basis in bad and good weather. Mayor Pro Tem Casey advised there are many departments that function in unison to make sure the city is clean, presentable and safe. Mayor

Pro Tem Casey thanked everyone who has been working on the water situation and those at City Hall that keep everything functioning. Mayor Pro Tem Casey thanked the Police Department, Interim Finance Director Chavez, Utilities Director Gilvarry and all those who work for the city. Mayor Pro Tem Casey advised she is happy to live in a community that is full of kindness and generosity.

APPROVAL OF AGENDA

Councilor Montoya made a motion to approve the agenda as presented. Councilor Ulibarri seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

Mayor Pro Tem Casey discussed the rules of decorum during public input.

Joseph Martinez spoke on the Police Report vacancies within the Police department.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

COUNCILORS' REPORTS

Councilor Montoya apologized for being late. Councilor Montoya advised Councilor Romero and City Manager Maestas attended the NM Hospitality Association banquet in Albuquerque where the City was nominated for the Top Hat award for 2022 Most Innovative Campaign as a Finalist. Councilor Montoya advised Las Vegas was recognized by the Secretary of Tourism and thanked both City Manager Maestas and Councilor Romero for attending the banquet.

POLICE CHIEF'S REPORT

Police Chief Salazar gave a detailed presentation regarding the statistics for the Month of October on the following:

- Field Operations Division
(patrol) calls
 - Community Events
 - Coffee with a Cop
- Step Up Buddy Walk-Down Syndrome @ WLV

- Mayor/Council Clean up
 - Evacuation Drill @ Tony Serna Elementary
 - Public Safety at East vs West game-Key to the City Award
 - DEA National Drug Take Back
 - Adopt a School Campaign @ local schools
- LVPD Events/Training
 - LVPD 10 hour shifts
 - Genetec Training
 - Domestic Violence Forum-NMHU
 - Employee Appreciation Luncheon
 - LVPD Monthly Potluck
- Code Compliance/Enforcement calls
- Animal Control calls
 - 55 dogs in custody
 - 27 cats in custody
- Information Division (records)
- Communications Division calls
- Street Crimes/Narcotics Division
 - Evidence Seized
 - Meetings and trainings
 - District Court
 - Magistrate Court
- Safe House interviews
 - MDT meetings
- Training/Travel
 - Chief Salazar worked at the Balloon Fiesta on October 4, 2022
 - One Police personnel attended CODIS & Cold Case Sexual Assault Inv. Seminar
 - One Tele Communicator attended NM Public Safety Resiliency Summit
 - Police personnel attend Supervisor Leadership Institute
 - One Police personnel attended the Field Training Officer Course
 - One Police personnel attended the VirtualBackground Investigations Course
 - One Tele Communicator attended the Instructor Development Course
 - One Tele Communicator attended the Tactical Dispatcher Course
- Recruiting/Hiring/Promotions
 - Interviews conducted for CSA position
- Department vacancies (27)
- Battle of the Badges game

Councilor Montoya advised the Police department has been more transparent with the community since the appointment of Chief Salazar. Councilor Montoya added, there have been neighborhood walks with Mayor and Council, Coffee with a Cop for the community and Officers have gone out to support schools during games. Councilor Montoya advised they are short handed with Officers, people don't want to work or they don't like the salary. Councilor Montoya added that the Governing Body is working with the Police and Fire departments to increase salaries. Councilor Montoya stated the Police department deserves a lot of credit for being there for the community. Councilor Montoya advised City Manager Maestas is working with PNM for LED light conversion in the city.

FINANCE REPORT

Interim Finance Director Chavez reported on the month of October, the General fund revenues were at 27% (\$4,195,829), expenditures were at 24% (\$4,185,434), with a surplus of \$10,395, the Enterprise fund revenues were at 26% (\$5,148,523), expenditures were at 22% (\$4,890,942), with a surplus of \$257,580.28, the Recreation department revenues were at 22% (\$171,124), expenditures were at 15% (136,187), with a surplus of \$34,937, Lodger's Tax revenues were at 63% (\$294,328), expenditures were at 18% (\$130,042), with a surplus of \$164,286 and Cannabis revenues were at (\$35,214), expenditures at (\$1,056), with a surplus of \$34,158.

Councilor Montoya advised the Finance Report did go before the Finance Committee. Councilor Montoya thanked the Finance Committee and Interim Finance Director Chavez.

Councilor Casey also thanked Interim Finance Director Chavez for his diligence and all the work he and his staff does.

Councilor Montoya advised that the Finance Committee requested a copy of how they plan to spend the monies from Cannabis, ARPA and the Opioid settlement.

City Manager Maestas advised it was emailed and was in their packet last week. City Manager Maestas advised he would forward it to the Finance Committee's emails.

CONSENT ITEMS

City Clerk Fresquez read the Consent Agenda (1-5) into the record as follows:

1. Request approval of Addendum #1 to Contract #3813-21 with Bohannon Huston, Water Treatment Plant (WTP) Facility Planning Design and Construction for the Utilities Department.
2. Request approval of Addendum #1 to Contract #3816-21 with Molzen Corbin, Water Treatment Plant (WTP) Facility Planning Design and Construction for the Utilities Department.
3. Request approval of Addendum #1 to Contract #3825-21 with AECOM for the Dams & Reservoirs Engineering Services for the Utilities Department.
4. Request approval of Addendum #1 to Contract 3827-21 with Souder Miller & Associates, for the Water Distribution System for the Utilities Department.
5. Request approval of Addendum #1 to Contract 3850-21 with HDR Engineering, Water Treatment Plant (WTP) Facility Planning Design and Construction for the Utilities Department.

Councilor Montoya asked if they were all one-year contracts.

Utilities Director Gilvarry advised it is a four year contract broken up into one year increments.

Councilor Montoya asked if there were any amendments to the contracts.

Utilities Director Gilvarry advised no, everything stayed the same.

Councilor Montoya asked if they were reviewed by the City Attorney.

Utilities Director Gilvarry advised the original contract was reviewed by the City Attorney and there were no changes in the addendums.

A brief discussion took place regarding how the filtration system at Storrie Lake ties into these contracts and the water quality for the winter months.

Councilor Montoya made a motion to approve the Consent Agenda (1-5) as presented. Councilor Ulibarri seconded the motion. Mayor Pro Tem Casey asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David Ulibarri	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

1. Request approval of Resolution 22-58, a budget adjustment for the 2022-2023 Fiscal Year.

Interim Finance Director Chavez advised the budget adjustment was for the expense increase to Fund 213 (ARPA Grant Public Libraries) in the amount of \$7,385.00, a revenue/expense increase to Fund 286 (Cannabis) in the amount of \$100,000.00, a revenue/expense increase to Fund 214 in the amount \$2,673,773.00, a revenue/expense increase to Fund 282 in the amount of \$18,000.00, and a decrease in Fund 771 in the amount of \$74,187.00, a revenue/expense to Fund 217 (ADA Doors, San Miguel Senior Center) in the amount of \$4,611.00.

Councilor Montoya advised the budget adjustment was a recommendation from the Finance Committee.

Councilor Ulibarri made a motion to approve resolution 22-58. Councilor Montoya seconded the motion.

Resolution 22-58 was presented as follows:

**CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-58**

A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE 2022-2023 FISCAL YEAR

WHEREAS, the Governing Body of the City of Las Vegas has developed a budget adjustment request for fiscal year 2022-23; 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 2022-23 fiscal year budget to include an expense increase to Fund 213 (ARPA Grant Public Libraries) in the amount of \$7,385.00, a revenue/expense increase to Fund 286 (Cannabis) in the amount of \$100,000.00, a revenue/expense increase to Fund 214 in the amount \$2,673,773.00, a revenue/expense increase to Fund 282 in the amount of \$18,000.00, and a decrease in Fund 771 in the amount of \$74,187.00, a revenue/expense to Fund 217 (ADA Doors, San Miguel Senior Center) in the amount of \$4,611.00.

WHEREAS, the Governing Body finds the budget adjustment request should be as it meet the requirements as currently determined for fiscal year 2022-23; and,

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

ACCEPTED AND APPROVED this day ____ of November 2022.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

Mayor Pro Tem Casey asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
David Ulibarri	Yes		

EXECUTIVE SESSION

There was no need for executive session.

Councilor Montoya asked to go support the Battle of the Badges game on Friday, November 18, 2022 at WLV at 6:30 pm. Councilor Montoya and Councilor Casey wished a Happy Thanksgiving to all employees.

Councilor Casey asked when the City Offices would be closed.

City Manager Maestas advised City Offices would be closed on Thursday, November 24 and Friday, November 25, 2022 and they are looking at possibly closing on Wednesday, November 23, 2022 in the afternoon but that is not yet set in stone.

Councilor Casey thanked those who stayed for the City Council meeting.

ADJOURN

Councilor Montoya made a motion to adjourn. Councilor Ulibarri seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 6:10 pm.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk



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

Meeting Date: November 29, 2022

Date Submitted: 11/21/22

Department: Executive

Item: Public Input and Discussion regarding Samaritan House.

Fiscal Impact: TBD

Attachments:

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

Approved For Submittal By:
Mayor Louie Trujillo

Reviewed By:

Finance Director



City Manager

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

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

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



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

Meeting Date: November 29, 2022

Date Submitted: 11/21/22

Department: Executive

Item: Consideration/Direction regarding funding for the Samaritan House.

The City of Las Vegas has provided funding to the Samaritan House for several years. Funding for the last three contracts:

January 2022 through June 30, 2022 - \$59,000.00 - (\$9,833.33/mo)

July 2020 through June 2021 - \$40,000.00 - (\$3,333.00/mo)

January 2020- June 2020 - \$40,000.00 – (6,665.00/mo)

Fiscal Impact: TBD

Attachments:

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

Approved For Submittal By:
Mayor Louie Trujillo

Reviewed By:

Finance Director



City Manager

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

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved _____

Continued To: _____

Referred To: _____

Denied _____

Other _____

SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND THE SAMARITAN HOUSE, INC.

THIS AGREEMENT is hereby made and entered into this 15th day of December, 2021 ("Effective Date") by and between the City of Las Vegas, a New Mexico home-rule municipality ("City") and Samaritan House, Inc., a New Mexico non-profit corporation ("Samaritan").

Recitals

WHEREAS, Samaritan is a non-profit corporation whose purpose is to provide shelter and other services to persons who are homeless and/or otherwise in need ("Services"); and

WHEREAS, the City commits to financial support of Samaritan in a monthly amount not to exceed nine thousand eight hundred thirty three and 33/100s dollars (\$9,833.33) from January 1, 2022 through June 30, 2022; and

WHEREAS, Samaritan desires and commits to providing the Services under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, 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, Samaritan and the City agree as follows:

1. **Term.** This Agreement shall valid through June 30, 2022, unless otherwise terminated pursuant to the termination provision herein. This Agreement shall not be effective until approved by the City Council and signed by the Mayor or designee.
2. **Completion Schedule.** Samaritan shall monthly complete the tasks and deliverables as provided in the section entitled "Scope of Work".
3. **Compensation and Payment Schedule.** The City will pay Samaritan for services satisfactorily rendered and conditions of this Agreement fully met in the monthly amount not to exceed \$9,833.33. Said amount shall be paid to Samaritan upon the City's receipt of Samaritan's monthly invoice on the condition that Samaritan has accomplished the Scope of Services outlined herein to the satisfaction of the City. Payments shall be made to Samaritan within thirty days after the City certifies its receipt of Samaritan's invoice. No further amounts shall be available under this Agreement.
4. **Termination.** In addition to any other remedy provided by law, the City or Samaritan may terminate this Agreement for any reason or no reason at all, at any time, in the City's sole discretion, by giving written notice to Samaritan. Samaritan shall render a final report of the services performed up to the date of termination and shall turn over the City

original copies of all work product, research or documents prepared under this Agreement.

5. Samaritan Independent from City. Nothing in this Agreement is intended or shall be construed in any way as creating or establishing any partnership, joint venture or association or to make the Samaritan, or any of Samaritan's employees or agents, an agent, representative or employee of the City for any purpose or in any manner whatsoever. Samaritan is and will remain a separate entity, related to the City only by the provision and conditions of this Agreement. Samaritan, its agents, employees or subcontractors, are not employees or agents of the City for any purpose whatsoever. Samaritan shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all of its sub-contractors. Samaritan 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. The City shall have a position on Samaritan's Board of Directors for the duration of this Agreement, with said position being appointed by the City's mayor.

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 Samaritan. The City's decision as to whether sufficient authorizations are available shall be accepted by Samaritan and shall be final.

7. Subcontracting. Samaritan shall not subcontract any portion of the services to be performed under this Agreement, unless specified herein or with the prior written approval by the City.

8. Assignment. Samaritan 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 the prior written approval of the City.

9. Taxes. Samaritan acknowledges that it, and it alone, shall be liable for and shall timely pay to the appropriate taxing entity any and all taxes required by law, and the City shall have no liability for payment of any such taxes.

10. Insurance Requirements. Prior to receiving any payments from the City, Samaritan, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within ten (10) days of cancellation or modification of such policies. 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. Samaritan shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Clerk. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve Samaritan of full responsibility to maintain the required insurance in full force and effect. Samaritan shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing service under this Agreement. Samaritan shall comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, the New Mexico Occupational Disease Disablement Law and all other applicable laws and ordinances. If any portion of the activities are subcontracted, Samaritan 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. Samaritan covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by Samaritan's failure to comply with the provisions of this paragraph and that the indemnification provision of this Agreement will apply to this paragraph. Samaritan shall provide the City with evidence of its compliance with such requirement prior to receiving any payments from the City. All documents required under this Section 10 shall be provided to the City Clerk's Office, and are hereby made part of this Agreement.

11. Indemnification. Samaritan agrees to indemnify, defend and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise. Samaritan further agrees to indemnify, defend and hold the City harmless from all claims for any injury, damages or death sustained by Samaritan, its employees, agents, other representatives, invitees or guests.

12. Release. Samaritan releases the City from all liabilities, claims and/or obligations whatsoever.

13. Non Agency. Samaritan shall not bind the City to any obligation not specifically assumed herein by the City, unless Samaritan has expressed written approval and then only within the limits of that expressed authority.

14. Confidentiality. Any information learned, given to, or developed by Samaritan in the performance of this Agreement shall be kept confidential and shall not be made available or otherwise released to any entity without the prior written approval of the City.

15. Conflict of Interest. Samaritan 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 its performance of services under this Agreement.

16. Non Discrimination. Samaritan agrees that it, its 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.

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

18. **Applicable law.** This Agreement shall be governed by the Laws of the State of New Mexico and the ordinances, resolution, rules and regulations of the City. The venue for any dispute shall be the Fourth Judicial District Court in Las Vegas, New Mexico.

19. **Conformance to Laws.** Samaritan 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 this Agreement. Samaritan shall not allow or facilitate any person to remain overnight at any place or facility other than Samaritan's property located at the corner of Lincoln Avenue and 7th Street ("Shelter"). Samaritan shall not provide or distribute tents, sleeping bags, blankets, medications, needles or other such items to any person unless such items are strictly limited to use at the Shelter. Samaritan shall not perform any other act which may be interpreted as encouraging any person to camp within the City's limits or otherwise violate any City ordinance. The Shelter's services and provisions, including all non-food items that are provided by the Shelter to its guests and invitees, shall be strictly limited to use at the Shelter's location and shall not be given to Samaritan's employees, guests and invitees for use away from the Shelter's location. Samaritan will discourage their guests and invitees from loitering or sleeping in Lincoln Park and the residences in the general vicinity of Lincoln Park. The Shelter and the fence-enclosed area shall conform to all City ordinances and zoning laws prior to, and as a condition of, any payments being made under this Agreement.

20. **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.

21. **Third Party Beneficiaries.** By entering into this Agreement, Samaritan and the City do not intend to, and shall not, create any right, title or interest in or for the benefit of any entity other than the City and Samaritan. No entity shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary under this Agreement.

22. Miscellaneous. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs and successors. Time shall be of the essence regarding all obligations of the parties herein. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or obligations were fulfilled. Samaritan and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach to the same or any other provision of the Agreement. This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the Charter and Ordinances of the City of Las Vegas as they exist at the time this Agreement is signed. All of these Statutes, Charter and Ordinances are incorporated by reference into this Agreement.

23. Scope of Services. Samaritan shall provide the following services within the City to eligible populations to be served with the purpose of reducing the length of time persons remain homeless:

Eligible persons to be served: Samaritan shall only provide services to the following defined persons. An individual or family who lacks a fixed, regular and adequate nighttime residence, meaning (i) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; or (ii) persons who are not currently receiving services from any halfway house.

Staffing: Samaritan shall operate a homeless shelter located at the corner of 7th Street and Lincoln Avenue. The Shelter will be staffed in the evenings. Staff will conduct intake, serve dinner, and ensure that guests are settled in comfortably and safely. The nighttime staff member will be on duty overnight.

Staff and volunteers shall receive training on Shelter rules and operations, crisis management, basic first aid, hygiene, issues related to the homeless population and food preparation and dishwashing. They will also be required to write a log entry for each evening. Some resources-referral assistance will be offered and visits from a case worker and/or social worker interns from NMHU will be scheduled for a couple of evenings each week.

Food Preparation & Service: Samaritan may bring food in from commercial kitchens off-site, and shall be permitted to prepare food on-site on the condition that Samaritan is in compliance with all laws and regulations regarding its kitchen and food preparation. We will work with the health department to ensure that food is handled properly and the dishwashing process meets all applicable laws and regulations.

Emergency Shelter Facilities: The Shelter will be a safe, warm, and secure facility that is open to anyone who needs help and is willing to observe the facility's rules. Samaritan shall provide beds for up to thirty-five (35) people. There will be a limited kitchen facility that is off-limits to guests, a dining area, bathrooms, and storage facilities for personal items and for Shelter equipment and bedding. Smoking will be restricted to a secured area outside of the building and within the Shelter's fenced-enclosed area. The Shelter shall provide a computer available for the guests for document preparation, skills training, and recreation.

Street Outreach: Samaritan shall direct individuals, who appear to be in need of the Shelter's services, and who are located in the Lincoln Park vicinity, to the Shelter.

Licenses: Samaritan shall obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

Reports: Samaritan shall provide to the City Manager and the City Finance Department a monthly report outlining a line item budget breakdown of expenses to be incurred during the term of the Agreement. Any and all payments made from the City to Samaritan under this Agreement shall be made upon receipt and approval by the City Manager of detailed statements containing a report of services completed by Samaritan and such other information as requested by the City Manager. Samaritan shall be paid by the City only for services actually performed.

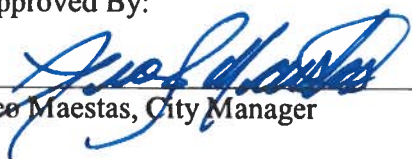
Records and Audits: Samaritan shall maintain, throughout the term of this Agreement and for a period of five years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment, and upon request of the City, Samaritan shall provide to the City a copy of all of its books and financial documentation for the City's review. Payment under this Agreement shall not foreclose the right of the City to recover excessive illegal or mistaken payments.

Inspections and entry: The City, its employees, fire department, law enforcement and other designees, have the right to enter and inspect any and all properties owned or operated by Samaritan located within the City, at any time, for any reason, with or without advance notice. Any violation of such entry and inspection shall immediately void and terminate this Agreement.

In witness whereof, the City and Samaritan have duly executed this instrument as of the Effective Date.

CITY OF LAS VEGAS

Approved By:



Leo Maestas, City Manager

Date: 12/16/21


Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:


Scott Aaron, City Attorney

SAMARITAN:


Signature
Printed Name: April D. Valdez
Title: Executive Director
Email address: Samaritanhouse.inc@hotmail.com
Date: 1-20-2022