



City of Las Vegas

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

Mayor David Romero

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
December 13, 2023–Wednesday– 5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

AGENDA

*City Council Meetings are
Available via YouTube*

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
- VIII. **COUNCILORS' REPORTS**
- IX. **CITY MANAGER'S REPORT**
- X. **APPROVAL OF MINUTES (November 15th and November 22nd, 2023)**

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Vacant
Councilor Ward 4

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

- Presentation by Maria Gilvarry, Utilities Director speaking on water quality and public notices.
- Presentation by Arturo Padilla, Recreation Director speaking on events and programs.

XII. CONSENT AGENDA (The consent agenda is approved by a single motion. Any member of the Governing Body may request an item to be moved to Business Items at the request of any Councilor with approval of the Governing Body).

1. Request approval of Addendum #3 for Contract #3710-21 with D.A.G. Enterprises of N.M. for diesel maintenance and repair for the City of Las Vegas.

Maria Gilvarry, Utilities Director RFP 2021-09 was awarded on 1/20/21 and Agreement #3710-21 was signed on 2/5/21. The extended term of this agreement will be for 1 year.

2. Request to donate a 2011 white ford ranger hot shot truck to the City of Santa Rosa Campos Senior Center.

Wanda Salazar, Community Services Director This truck has 107,500 miles and is over 12 years old, fully depreciated and is no longer needed for the City of Las Vegas Senior Center.

3. Request approval of Memorandum of Understanding (MOU) between San Miguel County and Las Vegas Senior Center Program.

Wanda Salazar, Community Services Director San Miguel County has awarded \$75,000 in funding to help operate the Senior Center in San Miguel County.

4. Request approval of MOU between San Miguel County and Las Vegas Senior Center Program for the San Miguel Senior Center.

Wanda Salazar, Community Services Director San Miguel County has awarded \$25,000 in funding to help San Miguel Senior Center promote services and activities, Ultimately bringing in more people to enjoy the center.

XIII. BUSINESS ITEMS

1. Discussion and Action on helping fund the New Mexico Counties Annual Summer conference to be held on June 17-21, 2024 in Las Vegas.

Mayor David Romero The County has estimated six hundred participants to attend the conference which will be beneficial to the City of Las Vegas, San Miguel County, local restaurants, hotels and shops. The estimated cost for this event will be approximately \$60,000.00. The County is humbly requesting half of that amount, \$30,000.00.

2. Request approval to enter into an Encroachment Agreement with Mesa Financial of Las Vegas, Inc.

Lucas Marquez, Community Development Director Mr. Phil Warfield is requesting an encroachment agreement with the City of Las Vegas for the property located at 1102 Lincoln Avenue. The south side of the property has a two story apartment house in which the eave of the house extends into City right of way approximately 10 inches.

3. Request to change the Museum Organizational Chart replacing the two (2) Museum Clerk Part-Time positions to one (1) Museum Clerk Full-Time position.

Leo Maestas, City Manager The two part time positions each work 18 hours per week and the full time position will work 40 hours per week. The reason for this change is for recruitment and retention.

4. Discussion/Direction on the Ray Herrera property located next to the Las Vegas Police Station (318 Moreno Street).

Mayor David Romero Mr. Ray Herrera owns the property located next to the City of Las Vegas Police station and is interested in renting or selling property.

XIV. EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H) (2) Limited personnel matters, Discussion regarding the City Manager.

Pursuant to NMSA 1978, Section 10-15-1(D), (I), the Council may convene in a closed session upon motion of any Councilor and majority vote of the Council. Any closed session shall be limited to only those subjects announced prior to the vote to convene a closed session and those subjects properly placed on the agenda, thereby affording the general public notice of the subjects to be discussed. No votes shall be taken in closed session.

XV. EXECUTIVE SESSION ACTION ITEM

1. Direction/Action regarding the City Manager.

BUSINESS ITEMS (continued)

5. Discussion/Direction and Possible Action on appointing a qualified elector to fill the Mayor's position.

Mayor David Romero As per State Statute §3-11-2 Mayor; vacated office; appointment by governing body. In case of the death, disability, resignation or change of residence, from the municipality, of the mayor, the governing body shall appoint by majority vote a qualified elector to fill the vacancy for the unexpired term of the office.

XVI. ADJOURN

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that 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 15, 2023 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: David G. Romero *via Google Meets*

COUNCILORS: Barbara Casey
Michael L. Montoya
David Ulibarri *Absent*

ALSO PRESENT: Leo Maestas, City Manager *via Google Meets*
Casandra Fresquez, City Clerk
Caleb Marquez, Sergeant at Arms

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Montoya asked for prayers for the family of former Chief Donato Sena.

Councilor Casey asked to keep our former Mayor Trujillo and his family in our prayers.

APPROVAL OF AGENDA

City Clerk Fresquez advised there was a recommendation to move Executive Session and Executive Session Action Item to after the Business Items due to the Water Attorney not available until the end of the meeting.

Councilor Montoya made a motion to table Item 7 Executive Session Action Item until the December 13th Regular City Council meeting and for Executive Session to be moved before Adjournment. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya Yes Barbara Casey Yes

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

City Clerk Fresquez advised there was someone who signed up for Public Input to speak on the City Manager's position. City Clerk Fresquez recommended that be discussed during the next meeting when the discussion on the City Manager's position is brought back to Council.

Mayor Romero advised they still had Item 6 Executive Session that has the potential for discussing the City Manager's position.

City Clerk Fresquez advised it was her understanding that the discussion of the City Manager's position was also tabled. City Clerk Fresquez asked Councilor Montoya if that was his intention for his motion.

Councilor Montoya advised no, he thought the direction and action was tabled.

Mayor Romero allowed Virginia Marrujo to speak for Public Input.

Virginia Marrujo discussed the domino effect of things that have gone on with the City Manager and the Mayor during this term. Ms. Marrujo advised there were a lot of things going wrong from Lodgers Tax, to Animal Control, events, and the City trying to control everything. Ms. Marrujo advised that things that used to be approved by the Council are now approved by the City Manager.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Romero recognized Mayor Trujillo and clarified that his resignation was not due to the wheels falling off at City Hall, he had personal issues. Mayor Romero advised that City Hall would continue to conduct business for the community. Mayor Romero thanked Mayor Trujillo for his time and effort and advised at the end of the day they are all human and sometimes they need to make decisions that best benefit their own health and family.

COUNCILORS' REPORTS

Councilor Casey advised that she wanted to ensure the people of Las Vegas that the Council was working as a cohesive team. Councilor Casey advised that she spoke with Councilor Ulibarri and he stated that one of his goals is to make sure the Council will remain steadfast in doing the best they can for the City. Councilor Casey advised that they do need to acknowledge all the work Mayor Trujillo did with the fires, the floods and everything that has happened, which wasn't easy. Councilor Casey advised that it has been a very difficult time for everyone and the responsibility was carried mostly on his shoulders. Councilor Casey advised as Mayor Romero stated, Mayor Trujillo did the best he could while he was there, no one is perfect and they all do the best they can as elected officials to ensure that everything they do is focused on benefiting the people of Las Vegas. Councilor Casey asked City Clerk Fresquez to briefly give them an overview of what the next process was regarding the Mayor's seat and Ward 4 Councilor seat.

City Clerk Fresquez advised as per the City Charter, the Mayor Pro Tem has taken the position of Mayor and will fill those duties until there is a Special Election. City Clerk Fresquez advised that she did not have dates for the Special Election yet. City Clerk Fresquez advised that she would be working with the County Clerk regarding dates specified in the Election Code such as 100 days after a Regular Local Election and 70 days prior to the Primary Election coming up. City Clerk Fresquez advised that she would get back to Mayor and Council regarding the dates for the Special Election. City Clerk Fresquez advised Mayor Romero would fill in and his Councilor seat would be vacant depending on Mayor and Council if they want to fill that position prior to the Election.

Mayor Romero advised that he would be scheduling a Special meeting next week so the Governing Body could have that discussion.

POLICE CHIEF'S REPORT

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

- Field Operations Division (patrol) calls
- Communications Division (Dispatch) calls
- Animal Care Center updates
 - Dogs (90)
 - Feline (41)
 - Dogs Adoptions (11)
 - Cats Adoptions (8)
 - Dog Transfers (22)
- Animal Events
- Information Division/Records
- Street Crimes
 - Evidence seized
 - Attended Meetings
- Travel/Trainings
- Recruiting Events
- Community Events
- Department vacancies (30)

Mayor Romero thanked Mr. Marquez for filling the role as Interim Police Chief. Mayor Romero advised that the Animal Advocates commended Interim Police Chief Marquez.

Councilor Montoya also thanked Interim Police Chief Marquez for doing an awesome job during Chief Donato's funeral and also the Fire department for representing the City of Las Vegas.

Interim Police Chief Marquez advised that they're looking at advancing their Communications System and also cross training Firefighters and Police Officers.

FINANCE REPORT

Mayor Romero welcomed Finance Director Tim Montgomery.

Finance Director Tim Montgomery reported on the month of October, the General fund revenue was \$4,623,461, expenses were \$4,803,788 which resulted in a deficit of (\$180,327). Finance Director Montgomery advised there was a payment of \$655,000 for annual Liability Insurance which is typically done in January.

Mayor Romero asked what the reasoning was for that.

Finance Director Montgomery advised that the payment went out in September of this year and last year the payment went out in January.

Mayor Romero asked Deputy Finance Director Dominic Chavez if it fluctuates year to year or if it was a one time thing.

Deputy Finance Director Chavez advised it was a one time thing and last year they received it later than they normally do.

Finance Director Montgomery reported on the Enterprise fund revenue of \$4,875,894, expenses were \$4,472,822 which resulted in a surplus of (\$402,972), the Recreation department revenue was \$191,330, expenses were \$259,386 which resulted in a deficit of (\$68,056). Finance Director Montgomery advised that the basketball revenue of \$5,000 was deposited into the Wellness Center and they would have to have a transfer done so it could reflect in the basketball fund.

Finance Director Montgomery reported on the Lodger's Tax fund revenue of \$173,758, expenses were \$200,167 which resulted in a deficit of (\$26,409) and Cannabis revenue of \$55,339, expenses were \$1,566 which resulted in a surplus of (\$53,773).

Finance Director Montgomery advised that the Finance department was preparing to meet with each department to review their overall financial performance of each department. Finance Director Montgomery mentioned the anticipated Health Insurance cost going up by 10% in January and potential revenue that would be discussed later regarding Lodgers Tax for Bed and Breakfasts.

Mayor Romero thanked Finance Director Montgomery and Deputy Finance Director Chavez for filling in.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes from October 26, 2023. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
--------------------	-----	---------------	-----

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

1. Request approval of Resolution No. 23-33, budget adjustment for the 2023-2024 Fiscal Year.

Finance Director Tim Montgomery advised that City of Las Vegas was in need of making a budget adjustment in the 2023-24 fiscal year budget to include a revenue/expense increase to Fund 205 – Law Enforcement Violent Crime Victim Assist. in the amount of \$91,608, a revenue/expense increase to Fund 214 Street Coop Projects – El Creston Circle Paving Improvements in the amount of \$2,000,000, a revenue increase to Fund 217 State Legislative Appropriations – LV Park Improvements in the amount of \$25,408 and an expense increase in the amount of \$20,722. Finance Director Montgomery advised all three budget adjustment requests pertain to grants where they receive grant funds or appropriations and it would not impact the General Fund.

Councilor Casey made a motion to approve Resolution No. 23-33, budget adjustment for the 2023-2024 Fiscal Year. Councilor Montoya seconded the motion.

Resolution 23-33 was presented as follows:

**CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 23-33**

A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE 2023-2024 FISCAL YEAR

WHEREAS, the Governing Body of the City of Las Vegas has developed a budget adjustment request for fiscal year 2023-24; 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 2023-24 fiscal year budget to include a rev/exp increase to Fund 205 – Law Enforcement Violent Crime Victim Assist. in the amount of \$91,608, a rev/exp increase to Fund 214 Street Coop Projects – El Creston Circle Paving Improvements in the amount of

\$2,000,000, a revenue increase to Fund 217 State Legislative Appropriations – LV Park Improvements in the amount of \$25,408 and an expense increase in the amount of \$20,722.

WHEREAS, the Governing Body finds the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2023-24; 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 2023.

Mayor David G. Romero

ATTEST:

Casandra Fresquez, City Clerk

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

Barbara Casey	Yes	Michael L. Montoya	Yes
---------------	-----	--------------------	-----

City Clerk Fresquez advised the motion carried.

2. Discussion/Direction on Lodger’s Tax projects.

Community Development Director Marquez provided a lengthy discussion regarding the following projects;

- Archway projects - Cost (\$150,000-\$650,000)
- Lighting projects (Rodriguez Softball Fields) - Cost (\$135,000-\$350,000)
- Food Truck Park - Cost (\$50,000-\$300,000)
- Red Caboose Restoration - Cost (\$15,000-\$45,000)
- CLV Reader Board - Cost (\$6,000 for landscape/remodel - \$116,000)

Councilor Montoya asked where they were thinking about placing the Archways.

Community Development Director Marquez advised Lee Drive and 7th Street, 7th Street by Hacienda, University and Grand Avenue, South Pacific Avenue, Bridge Street or the South end of town with the approval from the NMDOT. Community Development Director Marquez advised that they could also have Archways into the Riverwalk which are less expensive.

Councilor Montoya commended Community Development Director Marquez, his staff and City Manager Maestas for following through with the requests of Mayor and Council regarding the list of projects to be used with Lodgers Tax money. Councilor Montoya advised that he thinks the Archways would attract people to Las Vegas and stated that he would like one to say, "Welcome to the Original City of Las Vegas established 1892", "Welcome to Downtown Las Vegas", "Historical Downtown Las Vegas", or "Welcome to the Gallinas River Park". Councilor Montoya advised that they could also put "Thank you for visiting and Come Back" behind the Archway. Councilor Montoya asked if Community Development Director Marquez knew how much was in Lodgers Tax funding for infrastructure.

Community Development Director Marquez advised that he didn't know but would find out.

Mayor Romero advised that it's important to find out how much is available in the Lodgers Tax funding for infrastructure and suggested that Community Development Director Marquez get with the Finance department to see how much is available and then they could vote on which project.

Councilor Casey advised that they are all wonderful ideas and asked if the Archways could match some of the other signage so they aren't mismatching.

Community Development Director Marquez advised yes.

Councilor Casey advised that the Realtors had money to donate to the City for a project and she was told the money could not be used towards a Food Truck Park. Councilor Casey advised that the Realtors were concerned about the Food Truck Park being competitive against restaurants. Councilor Casey advised that it would need to be a big enough area for people to drive in, pick up their food, drive off

and take it home to eat it. Councilor Casey advised that the Red Caboose and the building behind it needs restoration.

Mayor Romero asked that Council make their motions clear so their direction is clear and specific.

Councilor Montoya asked if they were requesting Lodgers Tax funding for the Food Truck Park.

Community Development Director Marquez advised yes.

Councilor Montoya advised that the Lighting at Rodriguez Park would be a good idea. Councilor Montoya advised that the money being donated by the Litherlands was for the dedication for Mr. and Mrs. Litherland. Councilor Montoya advised that he spoke with some residents on Lee Drive regarding their thoughts about a Dog Park or a Food Truck Park. Councilor Montoya advised that most of the residents were in favor but one asked for a wall to separate residential from the business. Councilor Montoya advised that the Litherlands were very giving to the community and this would help the small business community that can't afford to open a restaurant.

Councilor Casey agreed with Councilor Montoya regarding the Lighting at Rodriguez Park and advised that should be a priority. Councilor Casey advised that Councilor Montoya applied for Legislative funding for the Litherland property in the amount of \$250,000 and suggested they wait to see if they get anything from the Legislature before using Lodgers Tax funding. Councilor Casey advised that the lighting at Rodriguez Park was essential, the Archways were a great idea but expensive and the Red Caboose would be her second priority because people see that when they drive into town.

Councilor Montoya advised that he had no objections to Councilor Casey's list of priorities because lighting is important, the Caboose was also important and he would place the Food Truck Park third and then the Archways. Councilor Montoya advised that he would like to include the Food Truck Park with Lodgers Tax for at

least the planning and design of it and then see if they get the \$250,000 from the Legislature.

Mayor Romero requested that City Manager Maestas and Mr. Marquez find out the availability of infrastructure money from Lodgers Tax funding along with the recommended priorities set forth by Councilor Casey.

Councilor Montoya made a motion directing City Manager Maestas and Community Development Director Marquez to find out the availability of infrastructure money from Lodgers Tax funding along with the recommended priorities set forth by Councilor Casey. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya Yes Barbara Casey Yes

City Clerk Fresquez advised the motion carried.

3. Discussion/Direction regarding the Litherland property.

Councilor Montoya requested that City Manager Maestas make sure all the paperwork was in order for the Litherland properties, the funding that the Litherlands were contributing was in order and the legal aspect of the transfer of paperwork and properties was in order so they could move forward with the project.

City Manager Maestas advised that the transfer of the three lots had been transferred to the City three or four months ago, but Mr. Litherland had advised that the funding would be dependent on what the City decides to do with the property and the City had not received the funding from the Litherlands yet due to the City not choosing what they want to do with the property.

Discussion took place regarding the property being residential (R-2) and the process it would take to rezone the property.

Councilor Montoya gave direction to add the Litherland property as number 3 for Lodgers Tax priorities. Councilor Montoya advised that they also had a \$100,000 request for the Legislature for a building structure for the Animal Shelter.

Councilor Casey agreed with Councilor Montoya and advised that it would be beneficial if City Manager Maestas spoke with the Litherlands to find out exactly what they want.

City Manager Maestas advised that he would call Mr. Litherland next week to discuss what the intention of the donation would be to the City of Las Vegas.

Mayor Romero asked if Council was okay with giving City Manager Maestas a deadline for the next meeting to have the discussion with Mr. Litherland.

Councilor Montoya made a motion recommending that they put the Food Truck Park as item number 3 for the Lodgers Tax request and for City Manager Maestas to discuss the funding with Mr. Litherland regarding the memorial before the next Council meeting. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey Yes Michael L. Montoya Yes

City Clerk Fresquez advised the motion carried.

4. Discussion/Direction on a new effluent system for Hanna Park and upgrades to the sprinkler system in the Plaza Park.

Councilor Montoya advised that the City had invested \$680,000 on running the effluent water line from Grand Avenue to Mountain View to Legion and stated that he wants to replace or redo the sprinkler/water system from 18 years ago. Councilor Montoya advised that his intentions are to make sure there is green grass next summer for the kids to play on and stated that the Tree Board wanted

to plant trees. Councilor Montoya advised that he wants to move forward with this project, which is not a Legislative request or a Lodgers Tax request and suggested that the funding come from the General fund. Councilor Montoya advised that he would like to discuss all projects with Mayor and Council to see what projects they have for the upcoming year. Councilor Montoya asked City Manager Maestas and Finance Director Montgomery to provide them with numbers that they could use from the budget for road projects, park improvements and sidewalk improvements.

Councilor Casey stated that all the parks need work but Hanna Park has been an issue for many years and agreed with Councilor Montoya. Councilor Casey asked to find the money for a new effluent line at Hanna Park, grass for the kids to play on and possibly picnic tables.

Councilor Montoya advised that City Manager Maestas was working on an assessment for all parks.

City Manager Maestas discussed meeting with a Landscape vendor from Las Cruces that is on a State contract and advised that they had given him an umbrella quote for Carnegie Library, Plaza Park and possibly Lincoln Park. City Manager Maestas advised that they got two quotes for Hanna Park for a new effluent line, and they would also have to re-sod or reseed Hanna Park.

Utilities Director Gilvarry discussed the current condition of the Hanna Park effluent line and advised they have a two directional line that is operated manually.

Mayor Romero advised that the quotes mentioned exceed the \$60,000 and they need to be careful on proceeding with that because it would become an RFP issue. Mayor Romero advised that all the parks need improvements and where would they get that money from. Mayor Romero asked if it would be fair to get an overall price and for the Parks Director to present on where the funding would come from.

Councilor Montoya asked that City Manager Maestas and Finance Director Montgomery look at the General Fund and see how much from that fund they could spend. Councilor Montoya advised that he’s looking at 4-5 million dollars that they could use to allocate to Mayor and Council to be used towards a new City Hall, \$200,000-\$250,000 for each ward for improvements, \$300,000 to each ward for park improvements and another 3 million for road reconstruction in the City. Councilor Montoya mentioned a bond that was passed for phase II of the Recreation Center, giving taxpayers a tax break and during the election in November 2025 present a quarter percent tax rate for road improvements.

Mayor Romero advised he spoke with Finance Director Montgomery about providing an update regarding the City’s loans and bonds so they know where they are financially.

Councilor Montoya made a motion requesting that City Manager Maestas and Finance Director Montgomery find monies they could allocate towards different projects throughout the City including the Hanna Park sprinkler system. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
---------------	-----	--------------------	-----

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

Councilor Montoya made a motion to convene into executive session for the purpose of discussing limited personnel matters, as permitted by section 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, Discussion regarding the City Manager and for the purpose of discussing Purchase, acquisition of water rights, as permitted by section 10-15-1(H)(8) of the New Mexico Open Meetings Act, NMSA 1978, Discussion of the emergency water lease

agreement with Michael Quintana. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
--------------------	-----	---------------	-----

City Clerk Fresquez advised the motion carried.

Councilor Montoya made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing Limited personnel matters, as permitted by section 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, Discussion regarding the City Manager and for the purpose of discussing Purchase, acquisition of water rights, as permitted by section 10-15-1(H)(8) of the New Mexico Open Meetings Act, NMSA 1978, Discussion of the emergency water lease agreement with Michael Quintana, and no action was taken. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
---------------	-----	--------------------	-----

City Clerk Fresquez advised the motion carried.

Mayor Romero advised the public that he was officially sworn in as Mayor before the meeting took place.

ADJOURN

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

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 8:09 pm.

Mayor David Romero

ATTEST: _____
Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING HELD ON WEDNESDAY, NOVEMBER 22, 2023 AT 9:00 A.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: David Romero

COUNCILORS: Barbara Casey
Michael L. Montoya
David Ulibarri

ALSO PRESENT: Leo Maestas, City Manager
Casandra Fresquez, City Clerk
Caleb Marquez, Sergeant at Arms

CALL TO ORDER

Mayor Romero called the meeting to order at 9:00 AM.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Montoya asked for a moment to keep the families of Deacon Luis Casaus, Lorenzo Flores and John Castellano in their prayers. Councilor Montoya asked to keep Mayor Romero in their prayers for the safety and prosperity of the City of Las Vegas.

Mayor Romero apologized for not being present during last week's Council meeting. Mayor Romero thanked his colleagues for their support and their prayers

through this transition and stated at the end of the day they are a Governing Body as a whole.

APPROVAL OF AGENDA

Councilor Casey 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

There was no public input.

APPROVAL OF MINUTES

Councilor Montoya made a motion to approve the minutes from November 8, 2023. Councilor Casey seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

1. Request approval to accept Police Chief Antonio Salazar’s resignation, effective November 16, 2023.

Councilor Casey made a motion to accept Police Chief Antonio Salazar’s resignation, effective November 16, 2023.

Councilor Montoya asked to go into executive session to discuss personnel matters regarding the appointment.

Mayor Romero advised that they were on the item to accept the resignation.

Councilor Ulibarri seconded the motion.

Councilor Montoya advised that he wanted to make a motion to go into executive session and advised that they could make a motion to go into executive session at any time for personnel reasons and stated this was a personnel matter.

Mayor Romero advised that there was already a motion and a second, which they needed to take care of first.

Councilor Montoya advised there was new information that would affect the position.

Mayor Romero advised for clarification, Item number 9 during executive session would be to discuss appointing an Interim Police Chief.

Councilor Montoya asked for the motion to be read again.

City Clerk Fresquez advised that the motion was for approval to accept Police Chief Antonio Salazar’s resignation, effective November 16, 2023 and a second by Councilor Ulibarri.

Councilor Montoya asked who the letter of resignation was turned into.

Human Resource Director Arguello advised it was turned into HR.

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

David Ulibarri	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

Councilor Montoya made a motion to convene into executive session for the purpose of discussing Limited personnel matters, as permitted by section 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, Discussion on appointing an Interim Police Chief. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David Ulibarri	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised the motion carried.

Councilor Montoya made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing limited personnel matters, as permitted by section 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, Discussion on appointing an Interim Police Chief, and no action was taken. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION ACTION ITEM

1. Request approval to appoint Caleb Marquez as Interim Police Chief.

Councilor Casey made a motion to approve the appointment of Caleb Marquez as Interim Police Chief with the salary of \$85,000. Councilor Montoya seconded the motion. Mayor Romero 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.

Councilor Montoya congratulated Interim Police Chief Caleb Marquez and asked City Clerk Fresquez to provide him with the Oath of Office.

City Clerk Fresquez advised she did not have that with her but would do that right after the meeting.

Councilor Montoya advised that they would be advertising the Chief of Police position for those interested.

Mayor Romero advised that there were still questions regarding the Mayor position and advised that City Clerk Fresquez was working with the Secretary of State's Office, the County Clerk and legal as to how the City shall proceed. Mayor Romero advised that there was some contradicting language pertaining to the City Charter and State Statute but as soon as City Clerk Fresquez receives that information the Governing Body would discuss it and take action depending on legal advice and the advice given to them by the Secretary of State's Office.

DISCUSSION ITEM

1. Discussion on the process to select a Chief of Police.

Mayor Romero advised according to the City Charter Article V, Section 5.06, states that the Mayor shall select two (2) or more individuals to be presented to the Governing Body. Mayor Romero advised that he could present two names himself but in all fairness the best way is to open that position up and see what applicants apply and then the Governing Body would decide.

Councilor Casey agreed to open the position up and see who is qualified.

Mayor Romero advised that he would work with HR Director Arguello to get that position advertised.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Ulibarri seconded the motion.

City Clerk Fresquez advised that the motion carried.

Meeting adjourned at 10:19 AM.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk



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

Meeting Date: December 13, 2023

Date Submitted: 12/01/23

Department: Utilities

Item/Topic: Presentation by Maria Gilvarry on water quality and public notices.

Fiscal Impact: None

Attachments: None

Committee Recommendation: This item was discussed at the November 7, 2023 Utility Advisory Committee Meeting and will be revisited at the December 12, 2023 meeting.

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

Approved For Submittal By:

Reviewed By:



Department Director

Finance Director



City Manager

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

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved _____

Continued To: _____

Referred To: _____

Denied _____

Other _____



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

Meeting Date: 12/13/23

Date Submitted: 12/5/23

Department: Recreation Center

Item/Topic: Presentation by Arturo Padilla, Recreation Director speaking on events and programs.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:

Reviewed By:


Department Director

Finance Director


City Manager

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

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved _____

Continued : _____

Referred To: _____

Denied _____

Other _____



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

Meeting Date: December 13, 2023

Date Submitted: 12/01/23

Department: Utilities

Item/Topic: Addendum #3 to Contract #3710-21 with D.A.G. Enterprises of N.M. for diesel maintenance and repair for the City of Las Vegas. RFP 2021-09 was awarded on 01/20/21 and Agreement #3710-21 was signed on 02/05/21. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of water line item number as needed.

Attachments: Addendum #2, Addendum #1, Contract 3710-21.

Committee Recommendation: This item will be discussed at the December 12, 2023 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

Reviewed By:



Department Director

Finance Director



City Manager

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

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Contract No. _____

Denied _____

Approved _____

Other _____

ADDENDUM #3
AGREEMENT/CONTRACT #3710-21
RFP# 2021-09
AWARDED ON: 1/20/2021
D.A.G ENTERPRISES OF N.M. LLC

This Addendum entered into this **4th Day of February, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **D.A.G ENTERPRISES OF N.M. LLC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 1/20/2021 the City and **D.A.G ENTERPRISES OF N.M. LLC** entered into an Agreement/Contract pursuant to a call for RFP in which

D.A.G ENTERPRISES OF N.M. LLC agreed to provide:

DIESEL MAINTENANCE & REPAIR

WHEREAS, the City and **D.A.G ENTERPRISES OF N.M. LLC** now desire to extend the original Agreement/Contract for an additional year from **02/4/2023 thru: 02/3/2024.**

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3710-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **DIESEL MAINTENANCE & REPAIR**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 1/20/2021 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 1/20/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

D.A.G ENTERPRISES OF N.M. LLC

REVIEWED AND APPROVED:

Leo Maestas Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

ADDENDUM #2

AGREEMENT/CONTRACT #3710-21

RFP# 2021-09

AWARDED ON: 1/20/2021

D.A.G ENTERPRISES OF N.M. LLC

This Addendum entered into this **4th Day of February, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **D.A.G ENTERPRISES OF N.M. LLC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 1/20/2021 the City and **D.A.G ENTERPRISES OF N.M. LLC** entered into an Agreement/Contract pursuant to a call for RFP in which

D.A.G ENTERPRISES OF N.M. LLC agreed to provide:

DIESEL MAINTENANCE & REPAIR

WHEREAS, the City and **D.A.G ENTERPRISES OF N.M. LLC** now desire to extend the original Agreement/Contract for an additional year from **02/5/2023 thru: 02/4/2024**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3710-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **DIESEL MAINTENANCE & REPAIR**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.


NOW THEREFORE, the parties agree as follows:

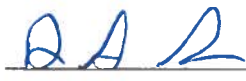
1. This Agreement and the prior agreement dated 1/20/2021 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 1/20/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS


D.A.G ENTERPRISES OF N.M. LLC

REVIEWED AND APPROVED:


Leo Maestas Date 1/18/23
City Manager


Owner Date 01-20-2023
Title Date

ATTEST:


Casandra Fresquez Date 1/18/23
City Clerk

**ADDENDUM #1
AGREEMENT/CONTRACT #3710-21
RFP# 2021-09
AWARDED ON: 01/20/2021
D.A.G. ENTERPRISES OF N.M., LLC**

This Agreement Extension entered into this day on February 5, 2022 by and between the City of Las Vegas, a home-rule municipality ("City") and D.A.G. Enterprises of N.M., LLC, a New Mexico Corporation ("Contractor").

RECITALS:

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated February 5, 2021 and Addendum #1 on February 5, 2022 (collectively the "Agreement"), pursuant to a call for RFP in which Contractor agreed to provide professional services (collectively "Services");

WHEREAS, the City and Contractor now desire to extend the Agreement for an additional year from February 5, 2022 through February 5, 2023; and

WHEREAS, City and Contractor agree to the following method of payment and that total amount of compensation for the Services, shall not exceed the annual amount in the Agreement, excluding gross receipts tax reimbursable.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the recitals are incorporated herein by reference, and the parties agree as follows:

1. The term of the Agreement is hereby extended to February 5, 2023; and
2. That except for the express modifications in this Addendum #1, all of the provisions of the Agreement remain in full force and effect.

CITY OF LAS VEGAS

D.A.G. Enterprises of N.M., LLC.

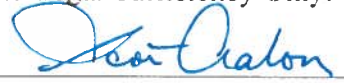

Leo Maestas, City Manager


Signature
Diego A. Griego Owsic
Printed Name and Title

ATTEST:


Casandra Fresquez, City Clerk

As to Legal Sufficiency Only:


Scott Aaron, City Attorney

Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND D.A.G. ENTERPRISES OF N.M., LLC**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and D.A.G. Enterprises of N.M., LLC ("Contractor"), of 258A Montezuma Route, Las Vegas, NM 87701, on this 05 day of February, 2021 ("Effective Date"). 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 City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

Whereas, the Contractor desires to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

Now, therefore, in consideration of the foregoing recitals and any attachments or exhibits to this Agreement, 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:

1. SCOPE OF SERVICES:

The duties of the offeror shall include the following:

- A. All maintenance and repairs will be professionally diagnosed. Repairs and/or adjustments will be performed by only trained and/or certified (ASE, etc.) diesel mechanics.
- B. Perform Annual/Day to Day DOT Inspections to ensure all parts and components are in good working conditions, repairs to include part and accessories on diesel vehicle/equipment
- C. Must have an "On Call" person for after hours, holidays, and/or emergency repairs.
- D. All preventative maintenance to diesel vehicles/equipment shall be in accordance with the manufacturer's or departments specifications and maintenance schedules (collectively "Services"). Contractor warrants and represents that it is able to perform the Services without voiding any warranties the City may possess or be eligible for.
- E. City of Las Vegas Diesel Fleet oil changes, lubrication, and associated services. At a minimum, an oil change will include lube, new oil, new oil filter, top off coolant up to ¼ gallon, top off brake fluid, top off power steering fluid, top off all differentials, check transmission and transfer case fluids.
- F. Emergency repairs to include tire repair/installation, body parts (fenders, bumpers, windshields, interior seats, door/window handles, mud flaps, any repair to make the vehicle/equipment safe on the road) to the diesel fleet. Must have prior approval from department director.

- G. Emergency towing of diesel vehicles/equipment will occur with prior approval from department director. Most vehicles requiring towing services will be towed to the nearest approved maintenance/repair facility unless prior approval is provided to the wrecker service.
- H. Any job exceeding \$3,000.00 must receive prior approval from the contracting agency. It is the vendor's responsibility to contact the agency and obtain said approvals.
- I. Contractor warrants and represents that its facility where it shall conduct all aforementioned service work is capable of servicing packer trucks and other vehicles that are fourteen (14) feet in height.

2. COMPENSATION: Regular Services. Regular services to be provided under the terms of this Agreement by the Contractor shall include all those necessary to perform tasks assigned and described within the "Scope of Services" in Paragraph 1 above.

A. Compensation. Please refer to **Attachment "A"** entitled Rate Schedule

B. Time Records. Contractor shall provide to the City regular invoices detailing: (i) the amount of time spent, (ii) the service(s) provided by Contractor, and (iii) which Contractor employee provided the service(s).

C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor's invoices.

D. Contractor agrees that upon final payment of the amount due under this Agreement, Contractor releases the City from all liabilities, claims and/or obligations whatsoever arising from, or under this Agreement.

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

4. BENEFITS, TAXES: The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. 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 Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it 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.

5. TERMINATION OF CONTRACT: Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the Contractor at its discretion, with 15 days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the

right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

6. DUTIES OF CONTRACTOR: The Contractor shall perform duties consistent with those associated, assigned and described within the "Scope of Services" in Paragraph 1 above.

7. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

9. CONFLICT OF INTEREST: The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.

10. OATH OF CONFIDENTIALITY: The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.

11. WORKING FACILITIES: The Contractor may use City offices upon prior written consent of the City.

12. NO AUTHORITY TO BIND CITY: The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

13. WAIVER OF BREACH: 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 of the same or any other provision of the Agreement.

14. NOTICE: Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.

15. SUBJECT TO OTHER DOCUMENTS: This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

16. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. 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 Agreement 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. 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. If 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. Contractor 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 Manager. 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.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19. 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 Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

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 41-4-1, et. seq, as amended. 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, 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 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.

22. 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.

23. WORKERS COMPENSATION INSURANCE: 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.

24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. 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. 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 duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS

Approved By:



William Taylor, City Manager

Attest:



Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:



Scott Aaron, City Attorney

CONTRACTOR:



Signature

Printed Name: Diego A. Gieru

Position: Owner

“ATTACHMENT “A”

D.A.G. Enterprise N.M., LLC Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2021-09

Diesel Repair Services for the City of Las Vegas Diesel Fleet

Hourly Rates: \$80.00

After Hours Rate: 1.5 times the regular rate

Holiday Rate: 1.5 times the regular rate

Taxes: As Applicable

Markup: 20%



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

Meeting Date: 12/13/2023

Date Submitted: 11/30/2023

Department: Community Services

Item/Topic: Request to donate a 2011 White Ford Ranger Hot Shot Truck to the City of Santa Rosa Campos Senior Center. This truck has 107,500 miles and is over 12 years old. This truck was designed specifically for delivery of meals to seniors in their homes with a Hot Box and Cold Box designed to keep meals at temperature. This truck has been fully depreciated and is no longer needed for the City of Las Vegas Senior Center. The City of Las Vegas has received 2 new Hot Shot Trucks within the last year.

Fiscal Impact: No fiscal impact as this truck has been fully depreciated.

Attachments: Request from Nelson Kotiar, Mayor for the City of Santa Rosa for this donation.

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 _____

V I S I T
SANTA  ROSA

244 SOUTH 4TH STREET • SANTA ROSA, NEW MEXICO 88435
(575) 472-3404 • FAX (575) 472-3848

November 17, 2023

Mayor David G. Romero
Las Vegas City Council
1700 North Grand Avenue
Las Vegas NM 87701

Re: Hot/Cold Food Truck for City of Santa Rosa's Campos Senior Center

Dear Mayor and Council:

The City of Santa Rosa's Campos Senior Center is in need of a hot/cold food truck for our home delivery route. Our current home meal delivery process is as follows: The meals are placed in compostable, three compartment trays that are sealed with plastic film on a heated sealer machine. They are kept in delivery bags with a lava heat pack. The lava heat pack is plugged into an inverter in the vehicle throughout the delivery route. Temperature is checked at the first delivery sight and again at the last delivery sight. The lava packs do not last long and we are constantly having to replace them. The invertors reach a certain temperature and then shut off and will turn back on. However, this disrupts keeping consistent temperature throughout the delivery route. The current process not only puts a financial strain on the Senior Center's budget but puts them at risk of not maintaining proper food temperatures during meal delivery. A hot/cold food truck would streamline the home delivery process. Any help in this matter would be greatly appreciated by the City and also the Senior Citizens of our community.

Sincerely,



Nelson Kotiar
Mayor

13-6-2. Sale of property by state agencies or local public bodies; authority to sell or dispose of property; approval of appropriate approval authority.

A. Providing a written determination has been made, a state agency, local public body, school district or state educational institution may sell or otherwise dispose of real or tangible personal property belonging to the state agency, local public body, school district or state educational institution.

B. A state agency, local public body, school district or state educational institution may sell or otherwise dispose of real property:

(1) by negotiated sale or donation to an Indian nation, tribe or pueblo located wholly or partially in New Mexico, or to a governmental unit of an Indian nation, tribe or pueblo in New Mexico, that is authorized to purchase land and control activities on its land by an act of congress or to purchase land on behalf of the Indian nation, tribe or pueblo;

(2) by negotiated sale or donation to other state agencies, local public bodies, school districts or state educational institutions;

(3) through the central purchasing office of the state agency, local public body, school district or state educational institution by means of competitive sealed bid, public auction or negotiated sale to a private person or to an Indian nation, tribe or pueblo in New Mexico; or

(4) if a state agency, through the surplus property bureau of the transportation services division of the general services department.

C. A state agency shall give the surplus property bureau of the transportation services division of the general services department the right of first refusal to dispose of tangible personal property of the state agency. A school district may give the surplus property bureau the right of first refusal to dispose of tangible personal property of the school district.

D. Except as provided in Section 13-6-2.1 NMSA 1978 requiring state board of finance approval for certain transactions, sale or disposition of real or tangible personal property having a current resale value of more than five thousand dollars (\$5,000) may be made by a state agency, local public body, school district or state educational institution if the sale or disposition has been approved by the state budget division of the department of finance and administration for state agencies, the local government division of the department of finance and administration for local public bodies, the public education department for school districts and the higher education department for state educational institutions.

E. Prior approval of the appropriate approval authority is not required if the tangible personal property is to be used as a trade-in or exchange pursuant to the provisions of the Procurement Code [13-1-28 to 13-1-199 NMSA 1978].

F. The appropriate approval authority may condition the approval of the sale or other disposition of real or tangible personal property upon the property being offered for sale or donation to a state agency, local public body, school district or state educational institution.

G. The appropriate approval authority may credit a payment received from the sale of such real or tangible personal property to the governmental body making the sale. The state agency, local public body, school



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

Meeting Date: December 13, 2023

Date Submitted: 12/5/23

Department: Community Services

Item/Topic: Request approval of Memorandum of Understanding (MOU) between San Miguel County and Las Vegas Senior Center Program.

San Miguel County has awarded 75,000 in funding to help operate the senior center in San Miguel County. The agreement is from July 1, 2023 to June 30, 2024.

Fiscal Impact:

Attachments: Memorandum of Understanding and Approval Form

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

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director



City Manager

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

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

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



MEMORANDUM OF UNDERSTANDING
between
San Miguel County and the
City of Las Vegas Senior Program

San Miguel County and City of Las Vegas Senior Program, a partner enters into this agreement to support collaborative efforts to further Senior Programs within San Miguel County.

Period of this agreement:

The period of this agreement is from July 1, 2023 to June 30, 2024.

Changes to this agreement:

No changes or amendments may be made to this agreement unless mutually agreed upon by both parties, made in writing, and duly signed and attested to by San Miguel County and the duly designated representative of the City of Las Vegas Senior Program.

Termination of this agreement:

Either party may terminate this agreement by giving the other party 30 days advance notice in writing.

Deliverables:

Las Vegas Center

- Meals served on a daily basis for Congregate Breakfast and Lunch, and Home Delivery is about 400 meals.
- Transportation services to and from the center, to doctor's appointments, errands, and shopping are done daily, averaging to about 20 trips per day.
- Area Agency on Aging (AAA) has funded the Senior Program for Tai Chi Classes (program called Evidence Based). Tai Chi Classes continue strong, and now with reimbursement. Tai Chi Instructor expanded his previously volunteer services, to now 4 days per week, averaging 12 seniors per day.
- Weekly activities for the seniors are canasta, dominos, bridge, and sewing. Monthly activities are communal services, driver's safety classes, self-defense classes, Santa Fe shopping trip, Albuquerque fun trip, dances, and various monthly presentations and an occasional health fair.

Pecos Center

- Daily Congregate meals served are now ranging between 20-30 seniors which are an increase from 15-20 seniors. Home Delivery services are averaging about 30 meals per day.

- Transportation services is about 1-2 units per day. The Pecos seniors also enjoy a Dance and Exercise Class 2 days per week, Fun Crafts Day, Communal Services, Las Vegas Shopping Trip, Albuquerque Fun Trip, movies and popcorn, and various monthly presentations.

San Miguel Senior Center

- The meals continue to be prepared in Las Vegas and then transported in a Hot Shot Truck to San Miguel and served to the Seniors daily.
- The attendance varies from 4 seniors to a really good day at 20 seniors for congregate lunch.
- 3 seniors are transported daily to the center and 16 meals are delivered for Home Delivery.

Maintenance and control

The County of San Miguel is contributing financially only to the City's provision of service. Therefore, the City of Las Vegas is responsible for maintenance and control of all the senior properties and will indemnify the County from any risk or liability, which may originate from the city's management.

Reimbursement

The City of Las Vegas Senior Center Program shall provide San Miguel County an invoice at the end of each quarter:

Deliverable Agreement

San Miguel County	\$75,000.00
TOTAL	\$75,000.00

Notice to Parties

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States post Office, postage prepaid and return receipt requested. Notices shall be sent to the following:

San Miguel County
Joy Ansley, County Manager
500 W. National Ave., Ste. 201
Las Vegas, NM 87701
(505)425-9333
jansley@co.sanmiguel.nm.us

City of Las Vegas Senior Program
Leo Maestas, City Manager
1700 N Grand Ave.
Las Vegas, NM 87701
(505)454-1401
lmaestas@lasvegasnm.gov



Approval Form

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

*Reviewed:

Leo Maestas
Leo Maestas, City Manager

Date

12/09/23

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

Date Submitted: 11/29/23

Department Submitting: Community Services/Senior Center Submitter: Wanda Salazar

Documents to be reviewed: MOU between San Miguel County and the City of Las Vegas Senior Center Program

Deadline: 12/04/2023

Submitter Comments: \$75,000 of funding has been awarded from San Miguel County to help operate the Senior Centers in San Miguel County.

Received by Human Resource: _____ Date: _____

City Manager / HR Comments: _____

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

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

Changes: _____

1

Randall D. Van Vleet
Attorney Review

12.01.2023

Date

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

2

[Signature]
Finance Director

12/04/2023

Date

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

3

Leo Maestas
Leo Maestas, City Manager

Date

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


Date: _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

San Miguel County

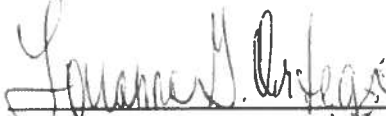


Joy Ansley
San Miguel County Manager




H. Chico Gallegos
San Miguel County Attorney

ATTEST:



Louanna Ortega
San Miguel County Clerk



City of Las Vegas

Leo Maestas, City Manager

City of Las Vegas Attorney



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

Meeting Date: December 13, 2023

Date Submitted: 12/5/23

Department: Community Services

Item/Topic: Request approval of Memorandum of Understanding (MOU) between San Miguel County and Las Vegas Senior Center Program for the San Miguel Senior Center.

San Miguel County has awarded 25,000 in funding to help San Miguel Senior Center promote services and activities, ultimately bringing in more people to enjoy the center. The agreement is from November 1, 2023 to June 30, 2024.

Fiscal Impact:

Attachments: Memorandum of Understanding and Approval Form

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

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director



City Manager

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

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

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



MEMORANDUM OF UNDERSTANDING
between
San Miguel County and the
City of Las Vegas Senior Program
For the San Miguel Senior Center

San Miguel County and City of Las Vegas Senior Program, a partner enters into this agreement to support collaborative efforts to expand the participation at the San Miguel Senior Center in San Miguel, New Mexico.

Period of this agreement:

The period of this agreement is from November 1, 2023 to June 30, 2024.

Changes to this agreement:

No changes or amendments may be made to this agreement unless mutually agreed upon by both parties, made in writing, and duly signed and attested to by San Miguel County and the duly designated representative of the City of Las Vegas Senior Program.

Termination of this agreement:

Either party may terminate this agreement by giving the other party 30 days advance notice in writing.

Deliverables:

San Miguel Center

- Equipment for entertainment will be purchased for the membership at the San Miguel Center.
- Funding shall not be spent on administrative costs.

Maintenance and control

The County of San Miguel is contributing financially only to the City's provision of service. Therefore, the City of Las Vegas is responsible for maintenance and control of all the senior properties and will indemnify the County from any risk or liability, which may originate from the city's management.

Reimbursement

The City of Las Vegas Senior Center Program shall provide San Miguel County an invoice at the end of each quarter:

Deliverable Agreement:	\$25,000.00
TOTAL	\$25,000.00

Notice to Parties

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States post Office, postage prepaid and return receipt requested. Notices shall be sent to the following:

San Miguel County
Joy Ansley, County Manager
500 W. National Ave., Ste. 201
Las Vegas, NM 87701
(505)425-9333
jansley@co.sanmiguel.nm.us

City of Las Vegas Senior Program
Leo Maestas, City Manager
1700 N Grand Ave.
Las Vegas, NM 87701
(505)454-1401
lmaestas@lasvegasnm.gov

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

San Miguel County

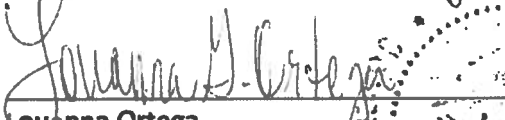


Joy Ansley
San Miguel County Manager



H. Chico Gallegos
San Miguel County Attorney

ATTEST:



Louanna Ortega
San Miguel County Clerk



MOU w LV Senior Center
For San Miguel Center Equipment
2023-2024
Page 3 of 3

City of Las Vegas

Leo Maestas, City Manager

City of Las Vegas Attorney



Approval Form

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

*Reviewed: *Leo Maestas*
Leo Maestas, City Manager

4/29/23
Date

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

Date Submitted: 11/29/23

Department Submitting: Community Services/Senior Center Submitter: Wanda Salazar

Documents to be reviewed: MOU between San Miguel County and the City of Las Vegas Senior Center Program for the San Miguel Senior Center

Deadline: 12/04/2023

Submitter Comments: \$25,000 of funding has been awarded from San Miguel County to help San Miguel Senior Center promote services and activities, ultimately bringing in more people to enjoy the center.

Received by Human Resource: _____ Date: _____

City Manager / HR Comments: _____

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

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

1 *Ranell D. Van...* 12.01.2023
Attorney Review Date

2 *[Signature]* 12/04/2023
Finance Director Date

3 *Leo Maestas* _____
Leo Maestas, City Manager Date

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



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

Meeting Date: December 13, 2023

Date Submitted: 11/28/23

Department: Executive

Item: Discussion and Action on helping fund the New Mexico Counties Annual Summer conference to be held on June 17-21, 2024 in Las Vegas.

The County has estimated six hundred participants to attend which will be beneficial to the City of Las Vegas, San Miguel County, local restaurants, hotels and shops. The estimated cost for this event will be approximately \$60,000.00. The County is humbly requesting half of that amount, \$30,000.00.

Fiscal Impact:

Attachments: Letter from Deputy County Manager, Jesus M. Romero

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 David Romero

Reviewed By:



City Manager

Finance Director

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

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

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



San Miguel County
Office of the Commission

Chairman: Harold Garcia - Vice-Chair: Martin Sena - Commissioners: Max Trujillo, Kenny Medina,
Janice Varela County Manager: Joy Ansley Deputy County Manager: Jesus M. Romero

Honorable Mayor, Mr. David Romero
City of Las Vegas
1700 North Grand Avenue,
Las Vegas, NM. 87701

As you are aware, San Miguel County is scheduled to host the New Mexico Counties Annual Summer Conference, June 17 – 21, 2024. With an estimated six hundred participants expect to attend, this will be beneficial to not only the City Of Las Vegas, but also San Miguel County, local restaurants, hotels and shops. We are both excited and eager to collaborate with the City Of Las Vegas and its staff to make this event safe, fun, and successful, so that we can host this event repeatedly over the years to come.

Hosting an event of this magnitude takes a fair amount of money in order to provide food and entertainment, as well as venues and such. The City Of Las Vegas has expressed interest in collaborating with San Miguel County. We were provided an estimate from New Mexico Counties of approximately \$60,000.00. At this time, we are humbly requesting the city to contribute to half of that amount of \$30,000.00.

We greatly appreciate your consideration and contribution.
Should you have any questions, please feel free to reach out to me.
Thank you

Respectfully
Jesus M. Romero, Deputy County Manager

A handwritten signature in black ink, appearing to read "J. Romero", is written over the typed name of Jesus M. Romero.



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

Meeting Date: December 13, 2023

Date Submitted: 11/28/2023

Department: Community Development

Item/Topic: Requesting Approval to enter into an Encroachment Agreement.

Mr. Phil Warfield is requesting an Encroachment Agreement between himself and the City of Las Vegas for the property at 1102 Lincoln Avenue, the south side of the property has a 2- story apartment house, the eave of this house extends into City right of way approximately 10 inches.

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

Approved For Submittal By:



Department Director

Reviewed By:

Finance Director



City Manager

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

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

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

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") is made this ____ day of _____, 2023 ("Effective Date"), by and between the City of Las Vegas, a New Mexico home-rule municipality ("City") and Mesa Financial of Las Vegas, Inc. A New Mexico Corporation ("Mesa"). Throughout this Contract, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to as "Parties."

RECITALS

Whereas, the City is the owner of real property commonly known as the 11th Street right-of-way ("ROW"), and alley with the ROW and alley referred to as "City Property"; and

Whereas, Mesa is the owner of the real property commonly known as 1102 Lincoln Avenue, Las Vegas, San Miguel County, New Mexico 87701 which has a legal description of:

Lots Ten (10) and Eleven (11), Block Three (3) Blanchard and Company Addition, Vegas, San Miguel County, NM ("Premises"); and

Whereas, a 1989 Winston & Associates survey of the Premises, attached hereto as Exhibit A ("Survey"), shows that there is an encroachment of the Apartment on the Premises onto 11th Avenue and an encroachment of flagstone onto the Lincoln Avenue right-of-way and an encroachment of a fence, concrete ramp, concrete pad, overhang and apartment of the building onto the 11th Avenue right-of-way and an encroachment of overhang onto alley, all as shown on an Improvement Location Report prepared by Justin M. Martinez of Meadowlands Surveying, LLC, attached hereto as Exhibit B, (collectively "Encroachments"); and

Whereas, the Parties acknowledge the aforementioned encroachments and desire to enter into this Agreement to resolve any encroachment issues that may exist.

Now, therefore, in consideration of the foregoing recitals and any exhibits to this Agreement, 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, City and Mesa agree as follows:

1. City hereby grants to the Mesa permission for the Encroachments to remain in their current location for as long as such Encroachments shall stand in good repair. If the Encroachments are in need of maintenance or repair, the City expressly grants to Mesa a limited license to enter the City Property to maintain or repair the Premises.
2. If, at any time, for any reason, the portions of the Premises which encroach on City Property are removed, destroyed or cease to exist in a good and safe condition, then the City will provide written notice to the Premises owner(s). If the Premises are not returned

to a good and safe condition by or before the date requested in the aforementioned written notice, then this Agreement will automatically terminate regarding those portions of Premises which are removed, destroyed or cease to exist in a good and safe condition. In the event that Mesa, or any subsequent holder of interest in the Encroachments or this Agreement, fail to remove said Encroachments from the City Property if requested to do so by the City based on the automatic termination of any portion of this Agreement, the City may enter upon the Premises and effect such removal of the portion of the Premises which encroaches on the City's property, without the City incurring any liability whatsoever. City and Mesa agree that neither the Mesa or any heir, successor or assign of Mesa, or any other subsequent party in interest to this Agreement, shall expand or add to the Encroachments or in any other way add any other encroachment or improvement to City Property.

- 3. This Agreement shall inure to the heirs, successors and/or assigns of the Parties.
- 4. This Agreement shall be governed by the laws of the State of New Mexico, with venue for any dispute arising under this Agreement being the Fourth Judicial District Court in Las Vegas, New Mexico, and any modification of this Agreement shall be in writing and signed by both Parties.
- 5. Mesa hereby indemnifies, defends and agrees to hold City harmless from any and all liability, loss, cost, damage, injury and expenses (including without limitation attorney's fees, court costs and litigation expenses) arising out of or in any way connected with the maintenance or repair of the Encroachments. Without limiting the foregoing indemnification provisions, Mesa further agrees that if any third party asserts a claim or files an action against the City in connection with any event or circumstance relating to the relocation of any portion of the Encroachments, the City may defend itself against such claim or action; and in such event, Mesa shall reimburse the City for any sums paid to any third party in damages, judgments or settlement of such claim or action and for any reasonable cost and expense (including without limitation attorney's fees, court costs, and litigation expenses) incurred by the City in defending itself against such claim or action.

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

CITY OF LAS VEGAS

Mesa:

Approved By:

David Romero, Mayor

Signature

Printed name: _____

Title: _____

Attest:

Casandra Fresquez, City Clerk

Approved as to legal sufficiency only

Randall VanVleck, City Attorney

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
 SS
COUNTY OF SAN MIGUEL)

The foregoing Encroachment Agreement was acknowledged before me by Mayor David Romero and City Clerk Casandra Fresquez on this ____ day of _____, 2023.

Public Notary

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
 SS.
COUNTY OF SAN MIGUEL)

The foregoing encroachment agreement was acknowledged before me by Phil Warfield, President, on behalf of Mesa Financial of Las Vegas, Inc. on this ____ day of _____, 2023.

Public Notary

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
 SS.
COUNTY OF SAN MIGUEL)

The foregoing encroachment agreement was acknowledged before me by Randall VanVleck, City Attorney on this ____ day of _____, 2023.

Public Notary

**Planning and Zoning
RECORD PROPER**

Applicant/ Petitioner.....Phil Warfield
Property Owner.....Phil Warfield
Location.....1102 Lincoln Ave
Hearing Date.....Monday November 27, 2023

ACTION REQUESTED

Asking permission to enter into an Encroachment Agreement, Property is zoned as an R-2 (Multi-Family Residential Zone).

BACKGROUND

Mr. Warfield is requesting an encroachment agreement between himself and the City of Las Vegas for the property at 1102 Lincoln Avenue, The south side of the property has a 2 story apartment house, the eave of this house extends into the alley City right of way approximately 1 foot, while the east side of the property is also encroaching approximately 1 foot.

EXHIBITS

Exhibit Description, Document name, date, and number of pages
No.

1	Encroachment Agreement, 3 pages
2	Letter to Applicant
3	Survey, 2 pages
4	Property Zone Map
5	Property Over Head Pictures, 1 page
6	Property Pictures actuals, 4 pages
7	
8	
9	



City of Las Vegas

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

Mayor David G. Romero

November 16, 2023

Phil Warfield
805 7th Street
Las Vegas NM, 87701

Dear Mr. Warfield

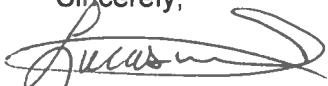
This is to give you formal notice that the City of Las Vegas Board of Adjustments/ Planning and Zoning Commission will hold a regular meeting on November 27, 2023 at 4:00 pm in the City of Las Vegas Council Chambers, 1700 North Grand Avenue. The purpose of this meeting is to address your request for an Encroachment Agreement at your property better known as 1102 Lincoln Avenue.

Staff will initially present the item to the Board, at the end of the presentation the Chairperson will open the Public hearing and will conduct the hearing as follows: In all cases dealing with property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in at this time. The sworn-in procedure is as follows: the Chairperson will ask that all who are going to speak (testify) either for or against the issue to stand up and raise their right hand and take the oath.

It is required that you or a representative be present to answer any questions the Commission may have of your request, failure to be present may result in your request being heard at a future meeting. Staff also encourages you to speak on your behalf when given the opportunity and if you choose you may bring in other parties to support your request.

If you have any question, please feel free to contact me at 505-454-1401 ext 1609

Sincerely,



Lucas Marquez
Community Development Director

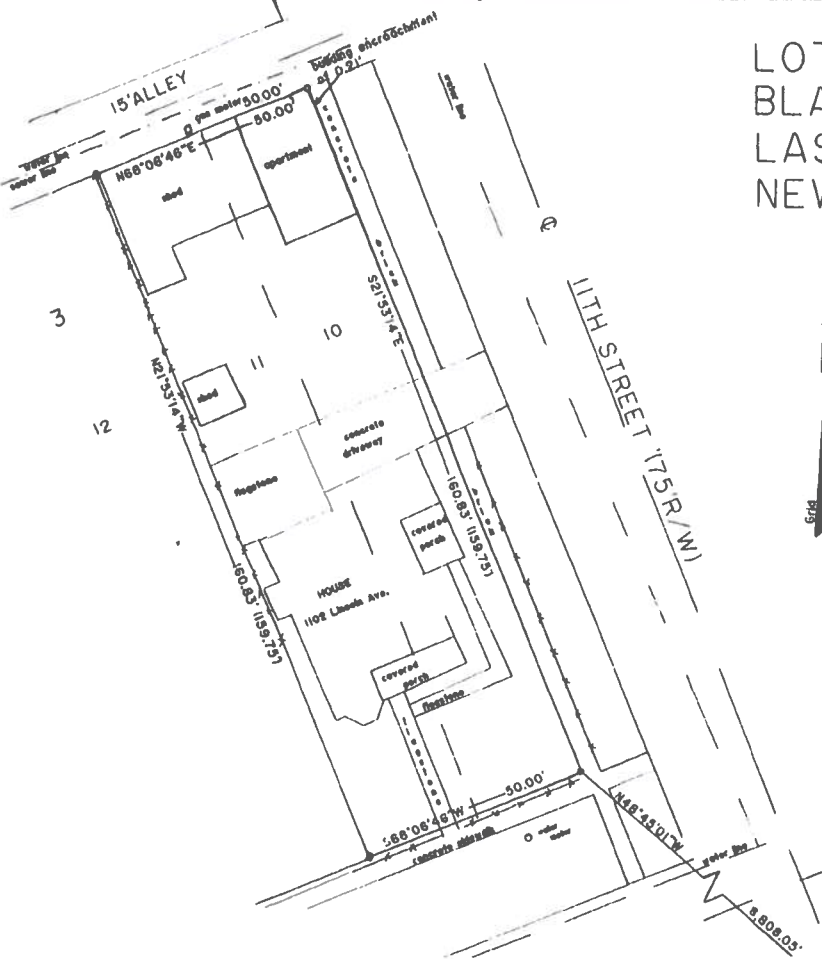
David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Vacant
Councilor Ward 4

LOTS 10 & 11, BLOCK 3,
BLANCHARD & COMPANY'S ADD.
LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO



SURVEYOR'S CERTIFICATION

I, Edward C. Winston, Jr., do hereby certify that the plat and the notes were prepared from a field survey made on Jan 5, 1988, under my direction. This plat of survey meets the minimum standard requirements of land surveys in the State of New Mexico.

Edward C. Winston, Jr.
EDWARD C. WINSTON, JR. N.M.L.S. 6399

DATE 1/10/88

LEGEND

- Surveyor's mark in concrete
- ⊙ Capped 5/8" rebar set

LINCOLN AVENUE
180' R/W

USC and GS
"LAS VEGAS"

PROPERTY SURVEY			
scale 1" = 80'		drawn by	SDM
date JAN, 1988		revised	
prepared for SANGRE DE CRISTO MENTAL HEALTH CENTER			

EXA

IMPROVEMENT LOCATION REPORT

THIS IS TO CERTIFY TO TERRITORIAL TITLE OF LAS VEGAS, INC THAT ON THIS OCTOBER 27TH, 2023, AN INSPECTION OF THE PREMISES SITUATE MESA FINANCIAL OF LAS VEGAS, INC., A NEW MEXICO CORPORATION WAS MADE WITH A PROPERTY DESCRIPTIONS AS FOLLOWS:

LOTS TEN (10) AND ELEVEN (11), BLOCK THREE (3), BLANCHARD AND COMPANY ADDITION, LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

IMPROVEMENT LOCATION IS BASED ON FENCES AND OTHER EVIDENCE OF OWNERSHIP. 4 MONUMENTS WERE FOUND, NONE WERE SET. THIS REPORT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCES, BUILDINGS OR OTHER FUTURE IMPROVEMENTS. THIS PARCEL IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD WHICH PERTAIN. ALL DIMENSIONS ARE RECORD ONLY AND DO NOT DEPICT FIELD MEASUREMENTS OF ANY KIND.



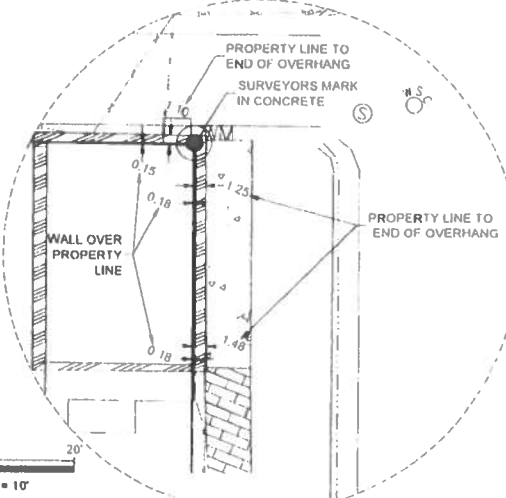
SCALE: 1" = 30'



LEGEND

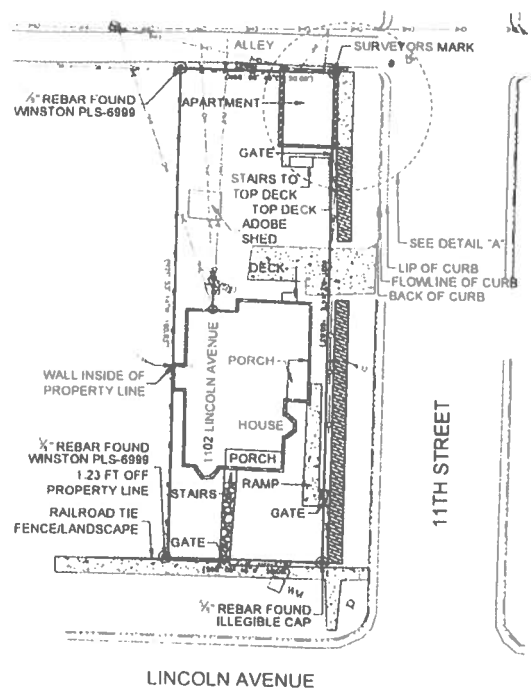
- MONUMENT FOUND AND USED
- 1/2" PIPE
- 1/4" PIPE
- 1/8" PIPE
- 1/4" REBAR
- 1/2" REBAR
- 3/4" REBAR
- 1" REBAR
- 1 1/2" REBAR
- 2" REBAR
- 2 1/2" REBAR
- 3" REBAR
- 3 1/2" REBAR
- 4" REBAR
- 4 1/2" REBAR
- 5" REBAR
- 5 1/2" REBAR
- 6" REBAR
- 6 1/2" REBAR
- 7" REBAR
- 7 1/2" REBAR
- 8" REBAR
- 8 1/2" REBAR
- 9" REBAR
- 9 1/2" REBAR
- 10" REBAR
- 10 1/2" REBAR
- 11" REBAR
- 11 1/2" REBAR
- 12" REBAR
- 12 1/2" REBAR
- 13" REBAR
- 13 1/2" REBAR
- 14" REBAR
- 14 1/2" REBAR
- 15" REBAR
- 15 1/2" REBAR
- 16" REBAR
- 16 1/2" REBAR
- 17" REBAR
- 17 1/2" REBAR
- 18" REBAR
- 18 1/2" REBAR
- 19" REBAR
- 19 1/2" REBAR
- 20" REBAR
- 20 1/2" REBAR
- 21" REBAR
- 21 1/2" REBAR
- 22" REBAR
- 22 1/2" REBAR
- 23" REBAR
- 23 1/2" REBAR
- 24" REBAR
- 24 1/2" REBAR
- 25" REBAR
- 25 1/2" REBAR
- 26" REBAR
- 26 1/2" REBAR
- 27" REBAR
- 27 1/2" REBAR
- 28" REBAR
- 28 1/2" REBAR
- 29" REBAR
- 29 1/2" REBAR
- 30" REBAR
- 30 1/2" REBAR
- 31" REBAR
- 31 1/2" REBAR
- 32" REBAR
- 32 1/2" REBAR
- 33" REBAR
- 33 1/2" REBAR
- 34" REBAR
- 34 1/2" REBAR
- 35" REBAR
- 35 1/2" REBAR
- 36" REBAR
- 36 1/2" REBAR
- 37" REBAR
- 37 1/2" REBAR
- 38" REBAR
- 38 1/2" REBAR
- 39" REBAR
- 39 1/2" REBAR
- 40" REBAR
- 40 1/2" REBAR
- 41" REBAR
- 41 1/2" REBAR
- 42" REBAR
- 42 1/2" REBAR
- 43" REBAR
- 43 1/2" REBAR
- 44" REBAR
- 44 1/2" REBAR
- 45" REBAR
- 45 1/2" REBAR
- 46" REBAR
- 46 1/2" REBAR
- 47" REBAR
- 47 1/2" REBAR
- 48" REBAR
- 48 1/2" REBAR
- 49" REBAR
- 49 1/2" REBAR
- 50" REBAR
- 50 1/2" REBAR
- 51" REBAR
- 51 1/2" REBAR
- 52" REBAR
- 52 1/2" REBAR
- 53" REBAR
- 53 1/2" REBAR
- 54" REBAR
- 54 1/2" REBAR
- 55" REBAR
- 55 1/2" REBAR
- 56" REBAR
- 56 1/2" REBAR
- 57" REBAR
- 57 1/2" REBAR
- 58" REBAR
- 58 1/2" REBAR
- 59" REBAR
- 59 1/2" REBAR
- 60" REBAR
- 60 1/2" REBAR
- 61" REBAR
- 61 1/2" REBAR
- 62" REBAR
- 62 1/2" REBAR
- 63" REBAR
- 63 1/2" REBAR
- 64" REBAR
- 64 1/2" REBAR
- 65" REBAR
- 65 1/2" REBAR
- 66" REBAR
- 66 1/2" REBAR
- 67" REBAR
- 67 1/2" REBAR
- 68" REBAR
- 68 1/2" REBAR
- 69" REBAR
- 69 1/2" REBAR
- 70" REBAR
- 70 1/2" REBAR
- 71" REBAR
- 71 1/2" REBAR
- 72" REBAR
- 72 1/2" REBAR
- 73" REBAR
- 73 1/2" REBAR
- 74" REBAR
- 74 1/2" REBAR
- 75" REBAR
- 75 1/2" REBAR
- 76" REBAR
- 76 1/2" REBAR
- 77" REBAR
- 77 1/2" REBAR
- 78" REBAR
- 78 1/2" REBAR
- 79" REBAR
- 79 1/2" REBAR
- 80" REBAR
- 80 1/2" REBAR
- 81" REBAR
- 81 1/2" REBAR
- 82" REBAR
- 82 1/2" REBAR
- 83" REBAR
- 83 1/2" REBAR
- 84" REBAR
- 84 1/2" REBAR
- 85" REBAR
- 85 1/2" REBAR
- 86" REBAR
- 86 1/2" REBAR
- 87" REBAR
- 87 1/2" REBAR
- 88" REBAR
- 88 1/2" REBAR
- 89" REBAR
- 89 1/2" REBAR
- 90" REBAR
- 90 1/2" REBAR
- 91" REBAR
- 91 1/2" REBAR
- 92" REBAR
- 92 1/2" REBAR
- 93" REBAR
- 93 1/2" REBAR
- 94" REBAR
- 94 1/2" REBAR
- 95" REBAR
- 95 1/2" REBAR
- 96" REBAR
- 96 1/2" REBAR
- 97" REBAR
- 97 1/2" REBAR
- 98" REBAR
- 98 1/2" REBAR
- 99" REBAR
- 99 1/2" REBAR
- 100" REBAR
- 100 1/2" REBAR

DETAIL "A"



SCALE: 1" = 10'

THIS REPORT IS NOT FOR USE BY A PROPERTY OWNER FOR ANY PURPOSE. THIS IS NOT A BOUNDARY SURVEY AND MAY NOT BE SUFFICIENT FOR THE SURVEY EXCEPTION FROM AN OWNER'S TITLE POLICY. IT MAY OR MAY NOT REVEAL ENCROACHMENTS, OVERLAPS, CONFLICTS IN BOUNDARY LINES, SHORTAGES IN AREA, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE BOUNDARY SURVEY.

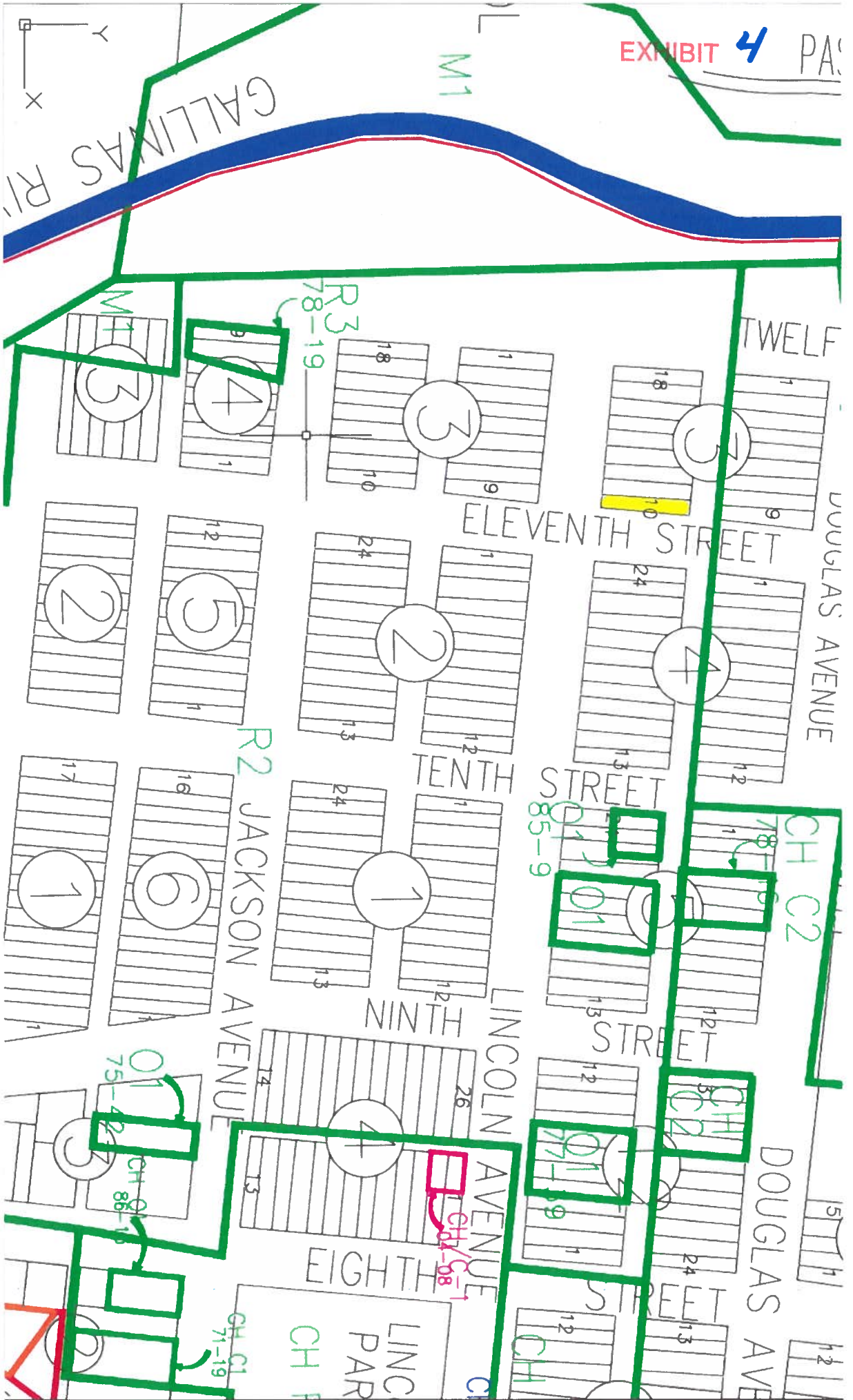


10/30/2023

PREPARED FOR	MESA FINANCIAL OF LAS VEGAS, INC., A NEW MEXICO CORPORATION	SHEET No. 1 of 2
SCALE 1" = 30' OR AS NOTED	DRAWN BY: JMM/27M	
OCTOBER 27TH 2023	APPROVED BY: JUSTIN MARTINEZ	
PROJECT # 3172	EMAIL: JUSTIN@MEADOWLANDS SURVEYING, LLC	



EX B















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

Meeting Date: December 13, 2023

Date Submitted: 12/6/23

Department: Executive

Item/Topic: Request to change the Museum Organizational Chart replacing the two (2) Museum Clerk Part-Time positions to one (1) Museum Clerk Full-Time position.

The two part time positions each work 18 hours per week and the full time position will work 40 hours per week. The reason for this change is for recruitment and retention.

Fiscal Impact: Benefits of a full time position

Attachments: Museum Organizational Chart

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

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director

City Manager

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

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

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



City of Las Vegas

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

Mayor David Romero

To: Leo Maestas, City Manager

From: 
Wanda Salazar, Community Services Director

Re: **Request to add to the City Council Agenda and Change the Organizational Chart - Combine 2 Part-Time Museum Clerk positions to 1 Full-Time Position**

Date: 11/27/2023


The purpose of this memo is to request to add to the City Council Agenda a request to combine 2 Part-Time Positions at the Las Vegas Museum to the equivalent of a 1.0 Full-Time Position. This request is also to allow the change to be made to the Organizational Chart.

The reason for this change is staffing and retention. We currently have a Part-Time Employee, Twyla Espinoza working as a Museum Clerk. We also have a vacant Museum Clerk position that has been advertised for months. Because these positions are part-time, it is difficult to find workers. Twyla Espinoza has shown interest in working Full-Time. She enjoys the Museum and would like to continue working there long-term.

In review of wages, the Full-Time Museum Clerk Position would be fully benefited, thus would have a higher annual cost than the 2 Part-Time Museum Clerk Positions. The Museum has had salary savings in vacancies. For this Fiscal Year, these salary savings will cover any overages that may occur in combining these positions.

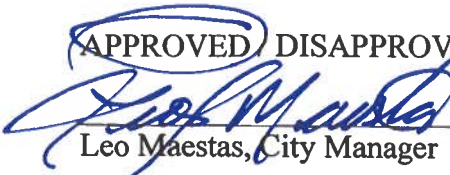
Please let me know if you have any questions. Thank you and have a great day!

REVIEWED BY



Darlene Arguello, HR Director

12/6/23
Date

APPROVED DISAPPROVED


Leo Maestas, City Manager

12/6/23
Date


Tim Montgomery, Finance Director

12/05/2023 (Funding Available both FY24 + FY25)
Date

David Ulibarri
Councilor Ward I

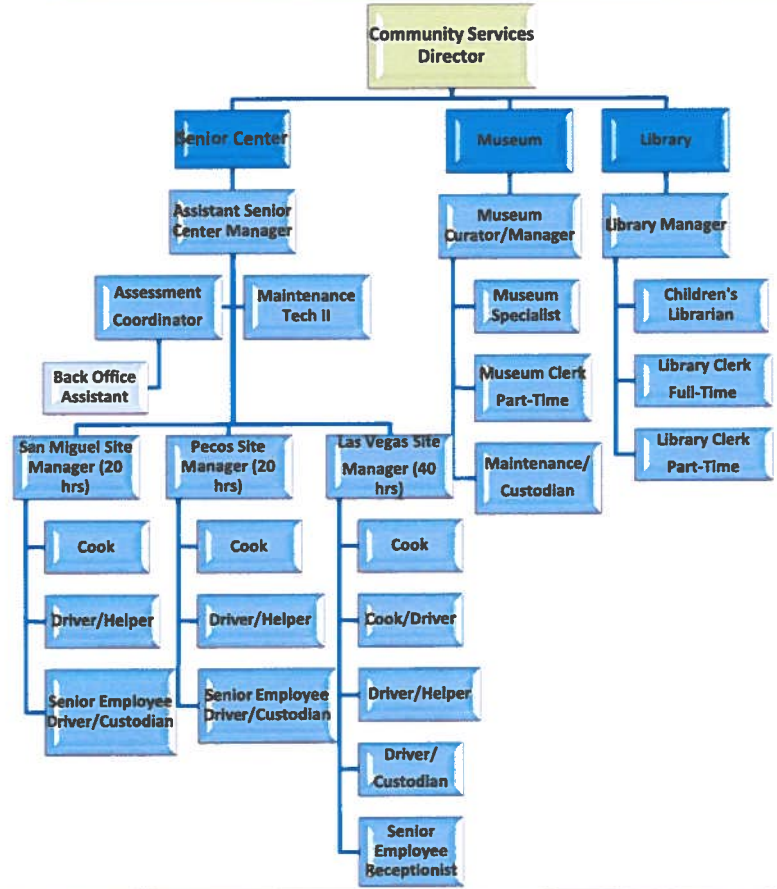
Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Vacant
Councilor Ward 4



COMMUNITY SERVICES



Final approved by Mayor & Council on 8/17/22



PROPOSED 12/13/23

COMMUNITY SERVICES





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

Meeting Date: December 13, 2023

Date Submitted: 12/5/23

Department: Executive

Item: Discussion/Direction on the Ray Herrera property located next to the Las Vegas Police Station (318 Moreno Street).

Fiscal Impact:

Attachments:

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

Approved For Submittal By:
Mayor David Romero

Reviewed By:

Finance Director



City Manager

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

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

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



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

Meeting Date: December 13, 2023

Date Submitted: 12/5/23

Department: Executive

Item: Discussion/Direction and Possible Action on appointing a qualified elector to fill the Mayor's position.

As per State Statute §3-11-2 Mayor; vacated office; appointment by governing body. In case of the death, disability, resignation or change of residence, from the municipality, of the mayor, the governing body shall appoint by majority vote a qualified elector to fill the vacancy for the unexpired term of the office.

Fiscal Impact:

Attachments: State Statute § 3-11-12

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 David Romero

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 _____

3-11-2. Mayor; vacated office; appointment by governing body.

In case of the death, disability, resignation or change of residence, from the municipality, of the mayor, the governing body shall appoint by majority vote a qualified elector to fill the vacancy for the unexpired term of office.

History: 1953 Comp., § 14-10-2, enacted by Laws 1965, ch. 300.

ANNOTATIONS

Cross references. — For election of mayor pro tem by governing body in the absence of the mayor, see 3-12-3 NMSA 1978.

Office of mayor is not vacant so long as present mayor retains authority to conduct the affairs of that office. 1969 Op. Att'y Gen. No. 69-106.

The fact that a mayor may have tendered to the city council a prospective resignation effective at a future date does not compromise or defeat his legal authority to act as mayor until that date. 1969 Op. Att'y Gen. No. 69-106.

When successor to resigning mayor acquires authority. — Although the city council may choose the successor to a resigning mayor before the effective date of the present mayor's resignation, the successor does not acquire any authority or power by way of that selection and may not assume such power or authority until the office becomes vacant. 1969 Op. Att'y Gen. No. 69-106.

A resigning mayor may not appoint his successor. 1969 Op. Att'y Gen. No. 69-106.

Members of the city council possess the authority to select a resigning mayor's successor. 1969 Op. Att'y Gen. No. 69-106.

Resigning mayor authorized to cast tie-breaking vote. — Since it is contemplated that the city council's action in selecting a resigning mayor's successor would be taken before the effective date of the former's resignation, the resigning mayor would be authorized to cast a deciding vote in the event of a tie on the choice of a successor. 1969 Op. Att'y Gen. No. 69-106.