



# City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | [lasvegasnm.gov](http://lasvegasnm.gov)

Mayor Louie A. Trujillo

**CITY OF LAS VEGAS  
REGULAR CITY COUNCIL MEETING  
November 15, 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](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. 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 and (H)(8), Purchase, acquisition of water rights, discussion of the emergency water lease agreement with Michael Quintana.

**VII. EXECUTIVE SESSION ACTION ITEM**

Direction/Action regarding the City Manager.

**VIII. 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.)**

---

David Ulibarri  
Councilor Ward 1

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

David G. Romero  
Councilor Ward 4

**IX. MAYOR’S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**

**X. COUNCILORS’ REPORTS**

**XI. POLICE CHIEF’S REPORT**

**XII. FINANCE REPORT**

**XIII. APPROVAL OF MINUTES (October 26<sup>th</sup>, 2023)**

**XIV. BUSINESS ITEMS**

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

*Tim Montgomery, Finance Director* 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 Assistance 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 \$20,722.

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

*Lucas Marquez, Community Development Director* The Community Development Department at the direction of the City Manager presented projects for consideration to the Lodgers Tax Board. The department would like direction on which projects to proceed with for the next application process.

3. Discussion/Direction regarding the Litherland property.

*Councilor Michael Montoya* The City has applied for legislative funding in the amount of \$250,000.00.

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

*Councilor Michael Montoya*

**XV. 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](http://www.lasvegasnm.gov)



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

**Meeting Date:** November 15, 2023

**Date Submitted:** 11/9/23

**Department:** Executive

**Item/Topic:** In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Part (H)(2), Limited personnel matters, discussion and possible action regarding the City Manager.

**Fiscal Impact:**

**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:

Councilor Michael Montoya

Councilor David Romero

\_\_\_\_\_  
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

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



**POLICE DEPARTMENT**  
Chief Antonio Salazar

## **MONTHLY REPORT** **October 2023**

### **OPERATIONAL UPDATE(S):**

#### **I. Field Operations Division (Patrol) dates from October 01 thru 31, 2023.**

- a. 194 Traffic Citations
- b. 1 Non Traffic citations
- c. 32 Parking citations issued
- d. 34 Arrests made
- e. 8 Burglary calls 3 offense incident reports made from the 8
- f. 1,024 calls for service

#### **II. Communications Division (Dispatch) dates from October 01 thru 31, 2023.**

- a. 898 Police Calls
- b. 123 Fire Calls
- c. 216 AMR (Medic) calls
- d. 37 Code Enforcement (compliance)
- e. 49 Animal Control Calls
- f. 1010 total 911 calls
- g. 889 Answered calls
- h. 100 Abandoned 911 calls A call placed to 9-1-1 in which the caller disconnects before the call can be answered by the 9-1-1 Telecommunicator. When an abandoned 9-1-1 call is received, the Telecommunicator shall: Redial the caller.



# CITY OF LAS VEGAS

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



## POLICE DEPARTMENT Chief Antonio Salazar

### III. Animal Care Center stats from October 01 thru 31, 2023.

	<u>Dogs</u>	<u>Cats</u>	<u>Total</u>
<b>Beginning Shelter count 10/1/23</b>	<b><u>90</u></b>	<b><u>41</u></b>	<b><u>131</u></b>
1. Intake from Public (Live Dogs & Cats only)	48	23	71
2. Adoptions	11	8	19
3. Outgoing Transfers to Organizations within Community /Coalition	22	0	22
4. Return to owner/Guardian	6	0	6
5. Died or lost in shelter care	4	5	9
6. <u>Ending Shelter count</u>	<u>94</u>	<u>51</u>	<u>45</u>

#### Events October 2023

- ❖ Howl-o-ween Pet Festival at Carnegie park on October 14, 2023 12pm-5 pm
- ❖ Adoption event at Tractor Supply Co. On October 21, 2023
- ❖ City’s Trunk or Treat on October 28, 2023
- ❖ Adoptable dog every other Sunday at the Plaza Hotel Lobby.

### IV. Information Division (Records) numbers only reflect items processed from October 01 thru 31, 2023.

- a. 85 Offense Incident Reports closed
- b. 43 Traffic accident reports closed
- c. 246 Citations were entered
- d. 164 Customers attended
- e. 310 Documents Scanned
- f. 18 City of Las Vegas IPRA’s Completed

#### Information Division (Records) continuing to work on:

- Indexing 2013-2017 reports for destruction order 2023

### V. Street Crimes- Investigations/Narcotics/Evidence Sections for the month of October 01 thru 31, 2023.

#### Street Crimes Unit Cases:

- a. 4 Assigned Cases (investigated for follow-up)
- b. 5 Self Initiated
- c. 5 Arrest made



# CITY OF LAS VEGAS

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



## POLICE DEPARTMENT Chief Antonio Salazar

- d. 2 Search warrants
- e. 2 Cases Closed

### Evidence Seized by Investigators

- a. 1 gram of cocaine
- b. 1 gram of crack cocaine
- c. 1 Fentanyl pills
- d. 14 Strips of Suboxone
- e. 1 Firearm

### Meetings attended by Street Crimes Unit:

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

### Evidence Seized by Agents/Investigations/Police Officers throughout the month of **October 01 thru 31, 2023.**

#### Evidence:

- a. 152 Evidence cases in
  - b. 254 Evidence items turned in
  - c. 2 item of property released
  - d. 25 cases at NMDPS lab
  - e. 3 cases at NMRCFL
  - f. 4 Firearms seized (patrol)
  - g. 2 grams methamphetamine (patrol)
  - h. 18 Strip of Suboxone (patrol)
  - i. 16 IPRA request CD-R/DVD-R
  - j. 24 Pills Fentanyl
- ❖ Detectives answered 15 calls for service during the month of October



# CITY OF LAS VEGAS

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



## POLICE DEPARTMENT Chief Antonio Salazar

### VI. Travel/Trainings for the month of October 01 thru 31, 2023.

#### Travel/Training attended:

- One (1) police Lieutenant attended Response to Resistance Instructor Course in Santa Fe, NM on October 2-06, 2023.
- Eight (8) Information Only travels for the month of October 2023

### VII. Recruiting/Events & Vacancies for the month of October 01 thru 31, 2023.

- a. Recruit in-service training for new hire September 18, 2023 to October 13, 2023
- b. Biennium Training for all Certified Police and Dispatchers
- c. Platoon training on evidence system, AXON process.

#### Recruitment:

The Police department received the following applicants for the following positions:

- a. 7 applicants for Police Officers
  - 1 certified officer with 15 years of experience
- b. 4 applicants for Communications Specialist (dispatchers)
  - 1 certified with 3 years experience.
- c. 3 applicants for Information Specialists (Records Clerk)

#### Community Events:

- Luna Community College Transition Fair on October 05, 2023.
- Music in the park on October 06, 2023
- Assisted Trunk or Treat event on October 28, 2023
- Security for East & West game on October 28, 2023.





# CITY OF LAS VEGAS

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



## *POLICE DEPARTMENT* Chief Antonio Salazar

### **Vacancies as of October 31, 2023:**

- a. 2 Police Lieutenant (Field Ops)
- b. 1 Police Sergeant (Field Ops)
- c. 1 Police Sergeant (Investigations)
- d. 1 Investigator
- e. 1 Narcotics Agent Sergeant(supervisor)
- f. 1 Narcotics Agent
- g. 10 Police Officers
- h. 3 Communication Specialist (Dispatcher) full time
- i. 2 Communication Specialist (Dispatcher) Part- time
- j. 1 Communications Manager
- k. 1 Administrative Aide
- l. 1 Grants Administrator
- m. 2 Animal Control Officer
- n. 1 Information Specialist (Records clerk)
- o. 1 Community Service Aide
- p. 1 Part-time Animal Care Tech (Animal Care Center)

Total: 30 vacancies

**GENERAL FUND REVENUE COMPARISON  
THRU OCTOBER 31, 2023 .33% YEAR LAPSED (4 of 12 months)  
FISCAL YEAR 2024**

Total Budget to Actual Comparison

	A	B	C	D	E	G (E/B) FY 2021
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	
PROPERTY TAX	1,902,979	1,530,000	510,000	128,165	142,202	9%
GROSS RECEIPT TAX 1.225	4,602,302	4,720,000	1,573,333	1,525,565	1,661,796	35%
FRANCHISE TAX	972,317	900,000	300,000	247,401	253,994	28%
GROSS RECEIPT TAX .75	3,175,102	3,100,000	1,033,333	1,000,371	1,089,702	35%
1/8 INFRASTRUCTURE	482,269	500,000	166,667	158,601	171,775	34%
GRT .25 (JAN 2011)	1,698,315	1,300,000	433,333	423,315	451,804	35%
INTERSTATE TELECOM/COMP TAX	0	0	0	59,397	32,314	#DIV/0!
LICENSE & FEES	81,674	64,000	21,333	11,325	18,710	29%
INTERGOVERNMENTAL	92,694	85,000	28,333	28,062	29,259	34%
LOCAL-FINES	137,559	121,000	40,333	37,194	32,001	26%
LOCAL-MISC	2,261,547	2,215,663	738,554	576,432	739,905	33%
<b>TOTAL</b>	<b>15,406,758</b>	<b>14,535,663</b>	<b>4,845,221</b>	<b>4,195,829</b>	<b>4,623,461</b>	<b>32%</b>

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

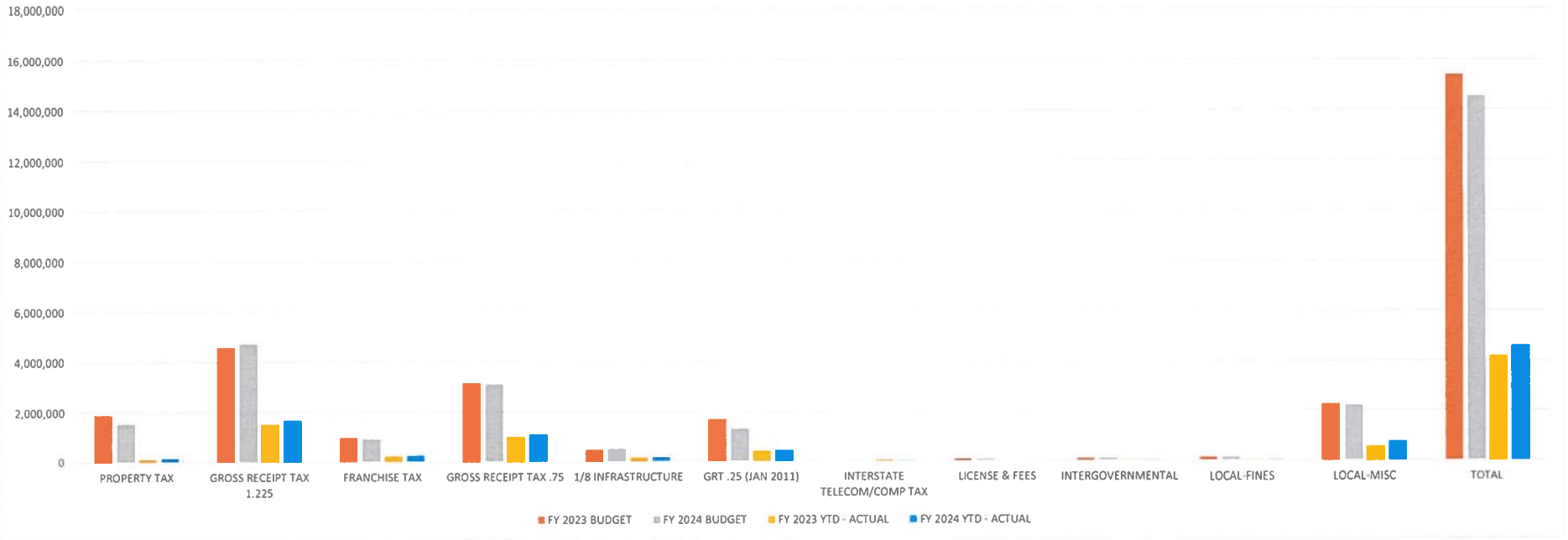
**FISCAL YEAR 2024**

Total Budget to Actual Comparison

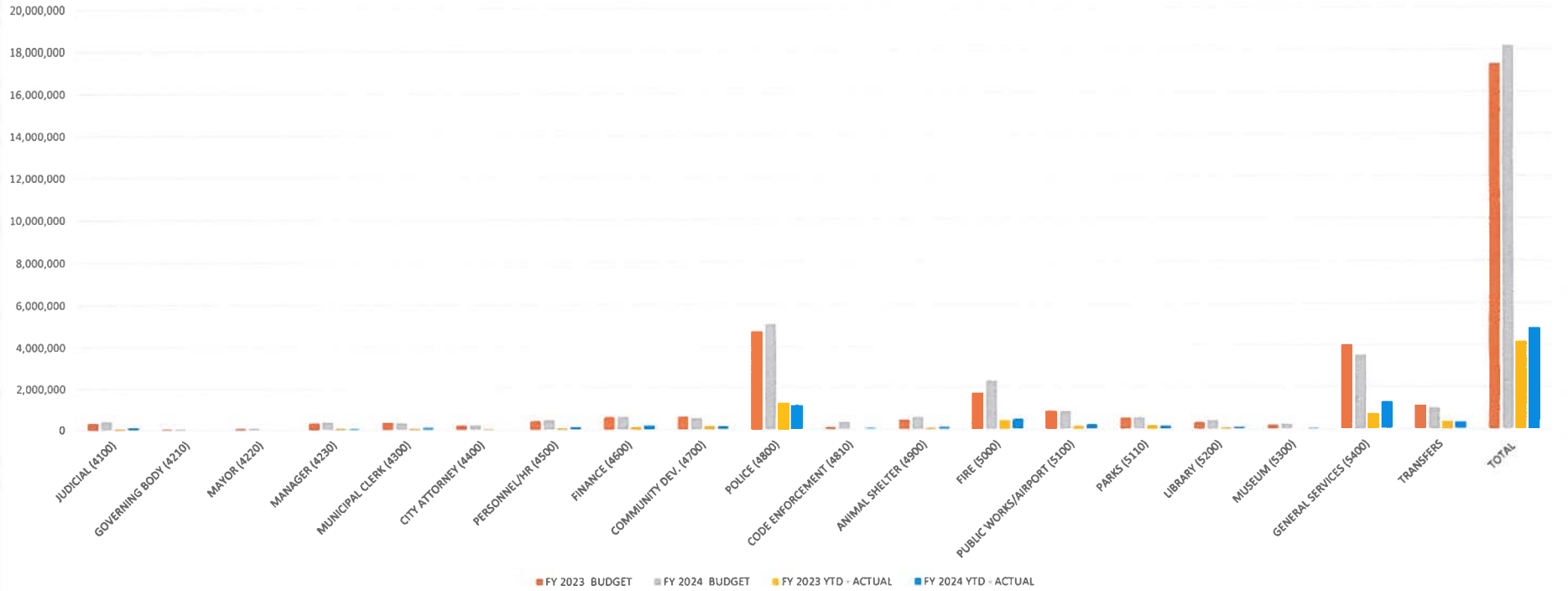
	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
JUDICIAL (4100)	353,638	428,159	142,720	82,969	139,818	288,341	33%
GOVERNING BODY (4210)	65,264	66,870	22,290	21,147	22,569	44,301	34%
MAYOR (4220)	87,975	83,882	27,961	4,792	4,615	79,267	6%
MANAGER (4230)	357,321	371,780	123,927	94,410	77,246	294,534	21%
MUNICIPAL CLERK (4300)	389,766	329,540	109,847	96,396	109,721	219,819	33%
CITY ATTORNEY (4400)	238,356	238,748	79,583	50,328	13,996	224,752	6%
PERSONNEL/HR (4500)	452,666	468,198	156,066	103,152	126,017	342,181	27%
FINANCE (4600)	636,982	643,295	214,432	153,290	200,049	443,246	31%
COMMUNITY DEV. (4700)	645,050	555,983	185,328	186,801	154,751	401,232	28%
POLICE (4800)	4,692,127	5,050,092	1,683,364	1,261,119	1,134,939	3,915,153	22%
CODE ENFORCEMENT (4810)	126,509	360,177	120,059	3,438	69,357	290,820	19%
ANIMAL SHELTER (4900)	474,167	586,559	195,520	91,111	107,910	478,649	18%
FIRE (5000)	1,727,799	2,322,492	774,164	444,724	484,247	1,838,245	21%
PUBLIC WORKS/AIRPORT (5100)	892,831	871,430	290,477	178,939	223,082	648,348	26%
PARKS (5110)	546,837	574,355	191,452	186,999	161,233	413,122	28%
LIBRARY (5200)	328,032	432,142	144,047	91,688	108,819	323,323	25%
MUSEUM (5300)	203,387	250,653	83,551	21,586	49,512	201,141	20%
GENERAL SERVICES (5400)	4,029,967	3,531,893	1,177,298	746,211	1,274,563	2,257,330	36%
TRANSFERS	1,099,309	1,024,309	341,436	366,333	341,343	682,966	33%
<b>TOTAL</b>	<b>17,347,983</b>	<b>18,190,557</b>	<b>6,063,519</b>	<b>4,185,434</b>	<b>4,803,788</b>	<b>13,386,769</b>	<b>26%</b>

Deficit to Date (180,327)

### GENERAL FUND REVENUE



### GENERAL FUND EXPENSE



**ENTERPRISE FUNDS-REVENUE COMPARISON**  
**THRU OCTOBER 31, 2023 .33% YEAR LAPSED (4 of 12 months)**  
**FISCAL YEAR 2024**

**Total Budget to Actual Comparison**

	A	B	C	D	E	G (E/B) %
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	BUDGET
WASTE WATER (610)	3,921,800	3,321,800	1,107,267	1,333,870	1,053,732	32%
NATURAL GAS (620)	8,037,000	8,037,000	2,679,000	874,107	957,429	12%
SOLID WASTE (630)	3,705,400	3,440,900	1,146,967	1,175,219	1,176,823	34%
WATER (640)	5,884,220	5,941,591	1,980,530	1,765,327	1,687,910	28%
<b>Total of Enterprise Funds</b>	<b>21,548,420</b>	<b>20,741,291</b>	<b>6,913,764</b>	<b>5,148,523</b>	<b>4,875,894</b>	<b>24%</b>

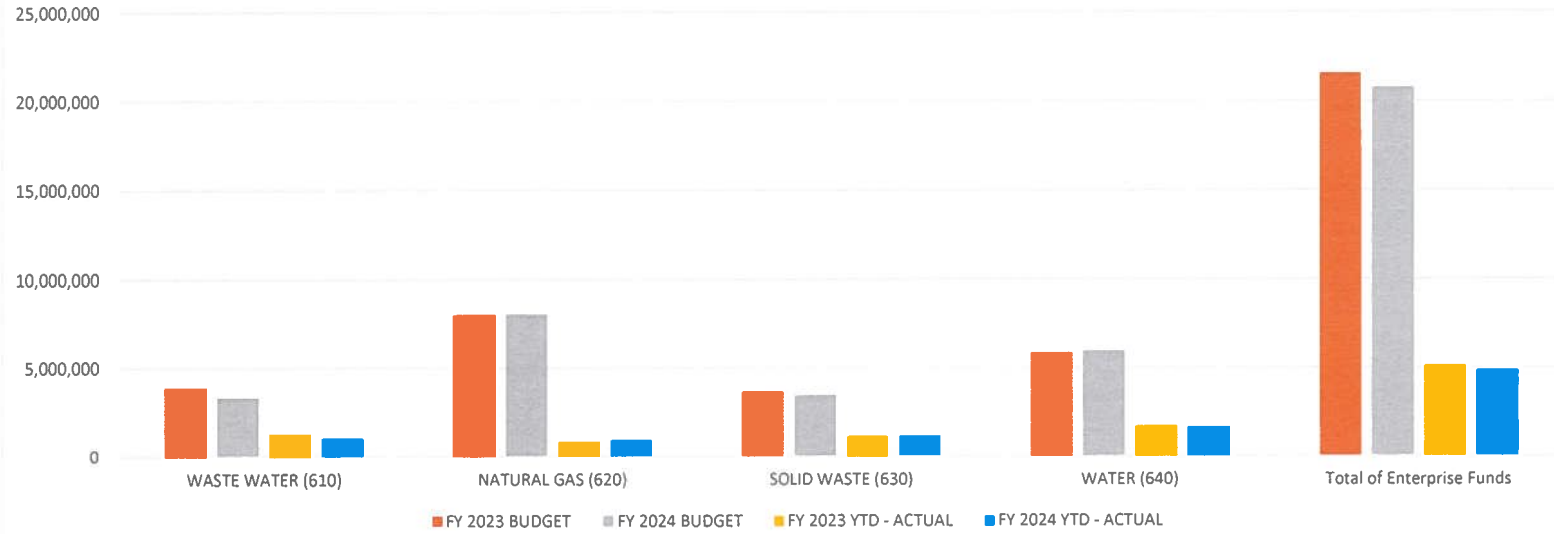
**ENTERPRISE FUNDS-EXPENDITURES COMPARISON**  
**THRU OCTOBER 31, 2023 .33% YEAR LAPSED (4 of 12 months)**  
**FISCAL YEAR 2024**

**Total Budget to Actual Comparison**

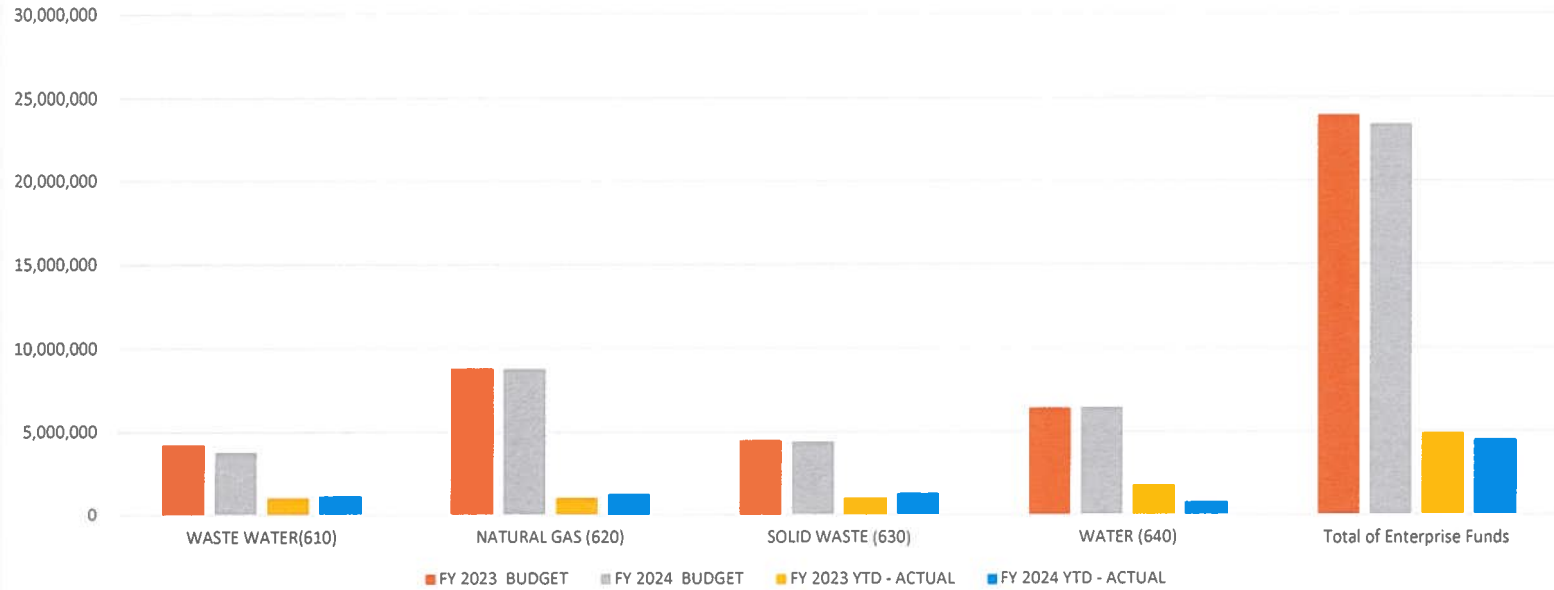
	A	B	C	D	E	F	H (E/B) %
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	VAR. BUDGET
WASTE WATER(610)	4,205,635	3,786,266	1,262,089	1,043,369	1,127,789	2,658,477	(74,057) 30%
NATURAL GAS (620)	8,815,688	8,788,237	2,929,412	1,055,286	1,254,556	7,533,681	(297,128) 14%
SOLID WASTE (630)	4,468,402	4,383,168	1,461,056	1,030,685	1,309,853	3,073,315	(133,030) 30%
WATER (640)	6,442,186	6,437,218	2,145,739	1,761,602	780,724	5,656,494	907,186 12%
<b>Total of Enterprise Funds</b>	<b>23,931,911</b>	<b>23,394,889</b>	<b>7,798,296</b>	<b>4,890,942</b>	<b>4,472,922</b>	<b>18,921,967</b>	<b>402,972 19%</b>

Surplus to Date                      402,972

### ENTERPRISE REVENUE



### ENTERPRISE EXPENSE



**RECREATION DEPARTMENT-REVENUE COMPARISON  
THRU OCTOBER 31, 2023 .33% YEAR LAPSED (4 of 12 months)  
FISCAL YEAR 2024**

	A	B	C	D	E	G
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	(E/B) % REV
WELLNESS CENTER	120,000	120,572	40,191	2,341	42,234	35%
OPEN SWIM	15,000	15,000	5,000	0	2,084	14%
YABL/ADULT BASKETBALL	25,000	15,000	5,000	0	0	0%
SUMMER FUN PROGRAM	120,000	100,000	33,333	28,302	2,575	3%
RECREATION-OTHER	67,500	103,500	34,500	308	4,266	4%
GEN FUND TRANSFER	420,686	420,686	140,229	140,173	140,173	33%
<b>TOTAL</b>	<b>768,186</b>	<b>774,758</b>	<b>258,253</b>	<b>171,124</b>	<b>191,330</b>	<b>25%</b>

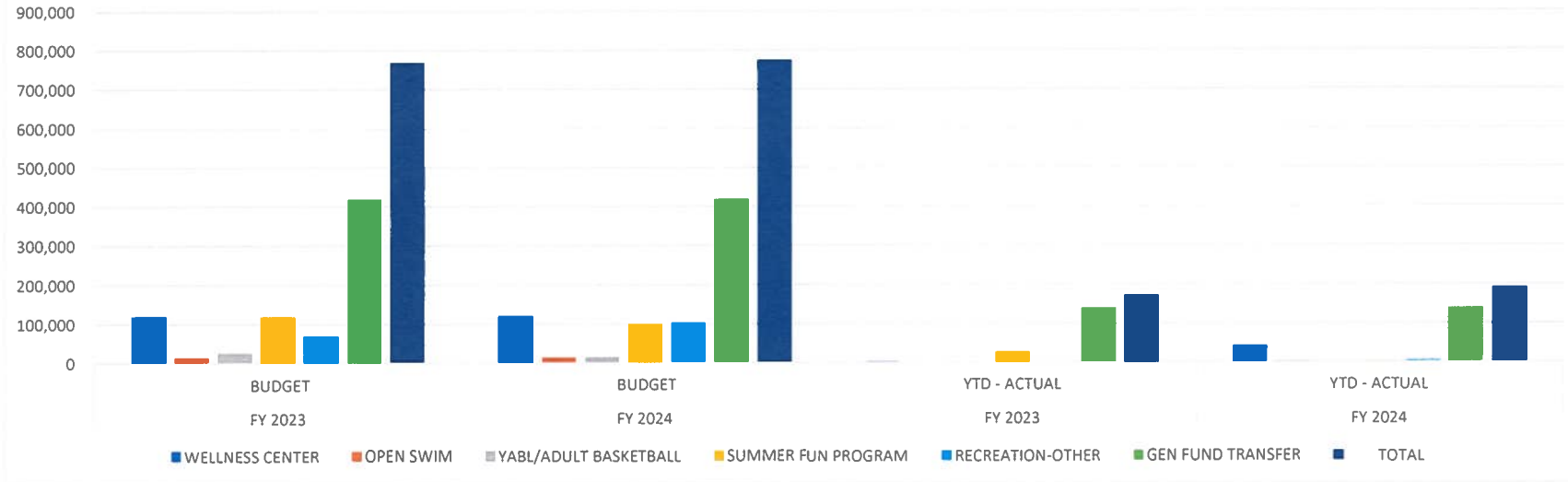
51,158

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON  
THRU OCTOBER 31, 2023 .33% YEAR LAPSED (4 of 12 months)  
FISCAL YEAR 2024**

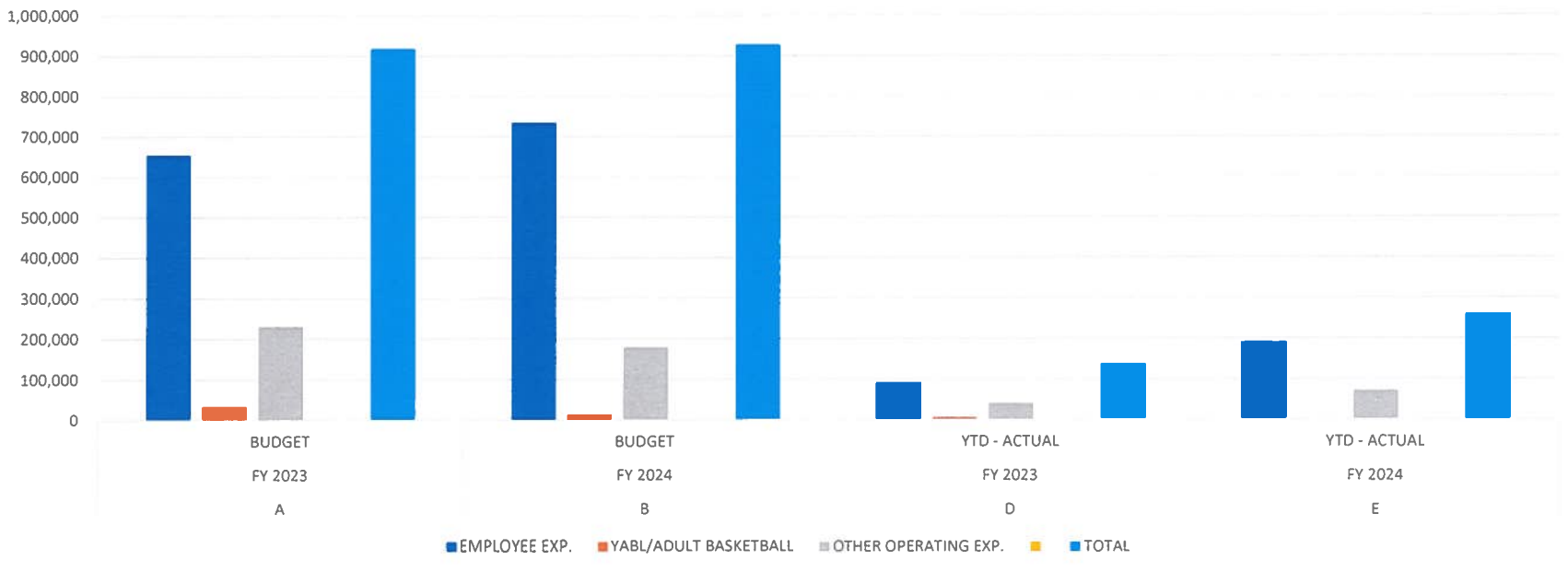
	A	B	C	D	E	F	H
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	(E/B)
EMPLOYEE EXP.	654,420	734,694	244,898	89,729	188,210	546,484	26%
YABL/ADULT BASKETBALL	32,500	13,500	4,500	5,543	0	13,500	0%
OTHER OPERATING EXP.	231,500	179,350	59,783	40,915	71,176	108,174	40%
				0			
<b>TOTAL</b>	<b>918,420</b>	<b>927,544</b>	<b>309,181</b>	<b>136,187</b>	<b>259,386</b>	<b>668,158</b>	<b>28%</b>

Deficit to date (68,056)

### RECREATION CENTER REVENUE



### RECREATION CENTER EXPENSE



**LODGERS TAX PROMOTION - REVENUE COMPARISON  
THRU OCTOBER 31, 2023 .33% YEAR LAPSED (4 of 12 months)  
FISCAL YEAR 2024**

	A	B	C	D	E	G (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	% REV
LODGER'S TAX PROMO	586,400	560,000	186,667	235,463	139,006	25%
LODGER'S TAX - INFRASTRUCTURE	146,600	140,000	46,667	58,866	34,752	25%
<b>TOTAL</b>	<b>733,000</b>	<b>700,000</b>	<b>233,333</b>	<b>294,328</b>	<b>173,758</b>	<b>25%</b>

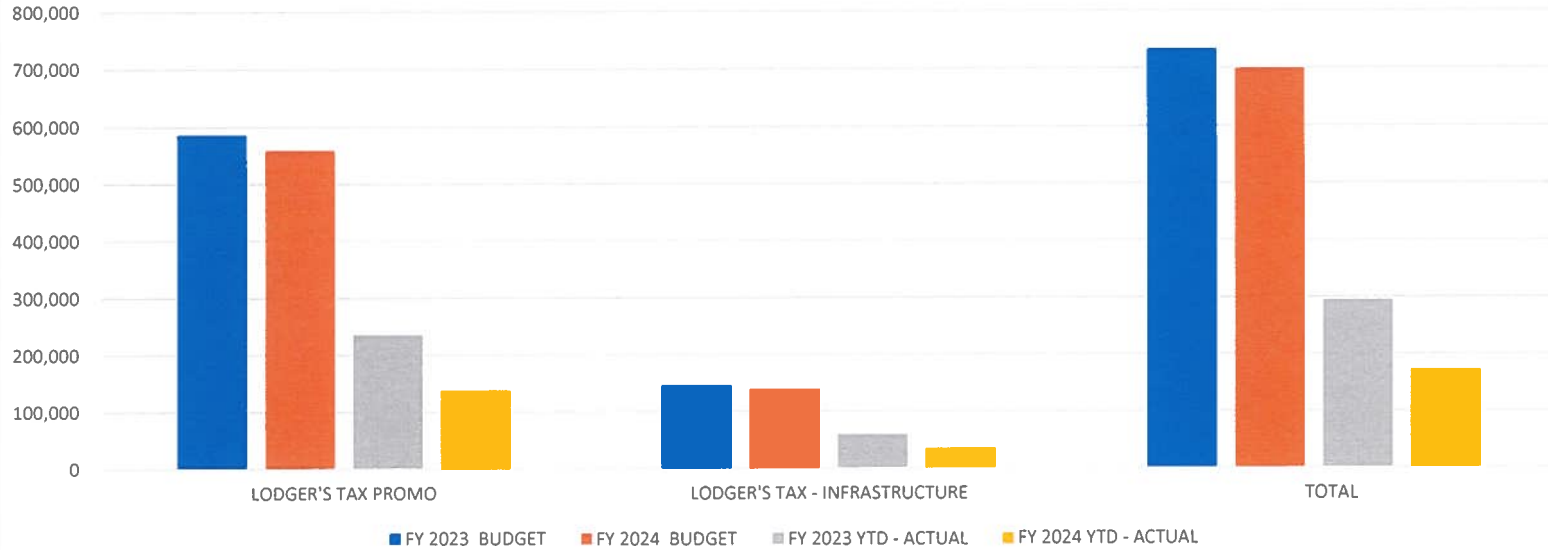
**LODGERS TAX PROMOTION - EXPENDITURE COMPARISON  
THRU OCTOBER 31, 2023 .33% YEAR LAPSED (4 of 12 months)  
FISCAL YEAR 2024**

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
EMPLOYEE EXP.	80,700	66,992	22,331		56,527	10,465	0%
OPERATING EXPENSES	29,000	40,600	13,533	6,946	31,066	9,534	77%
PUBLICATIONS & ADVERT	417,300	437,000	145,667	78,964	91,746	345,254	21%
CONTRACTUAL SERVICES	66,000	212,400	70,800	25,000	7,500	204,900	4%
CAPITAL OUTLAY	100,000	328,008	109,336	5,804	0	328,008	0%
TRANSFERS	40,000	40,000	13,333	13,328	13,328	26,672	33%
<b>TOTAL</b>	<b>733,000</b>	<b>1,125,000</b>	<b>375,000</b>	<b>130,042</b>	<b>200,167</b>	<b>924,833</b>	<b>18%</b>

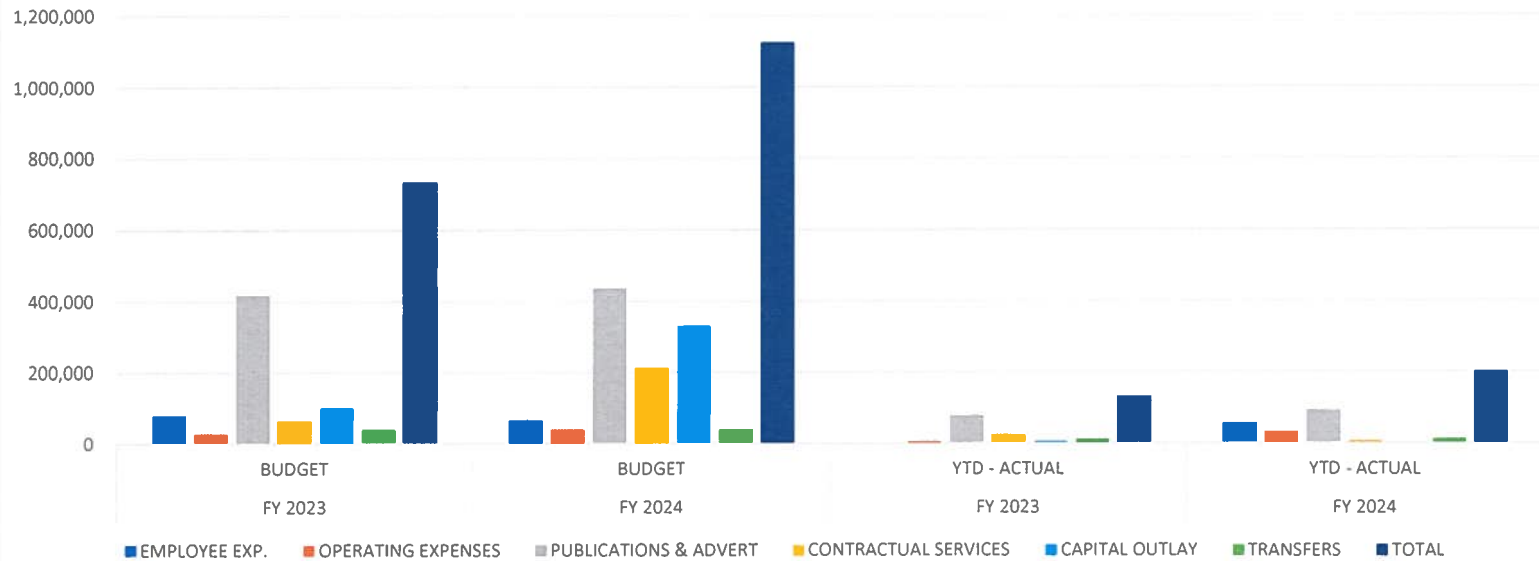
Deficit to date                      (26,409)



### LODGER'S TAX REVENUE



### LODGER'S TAX EXPENSE



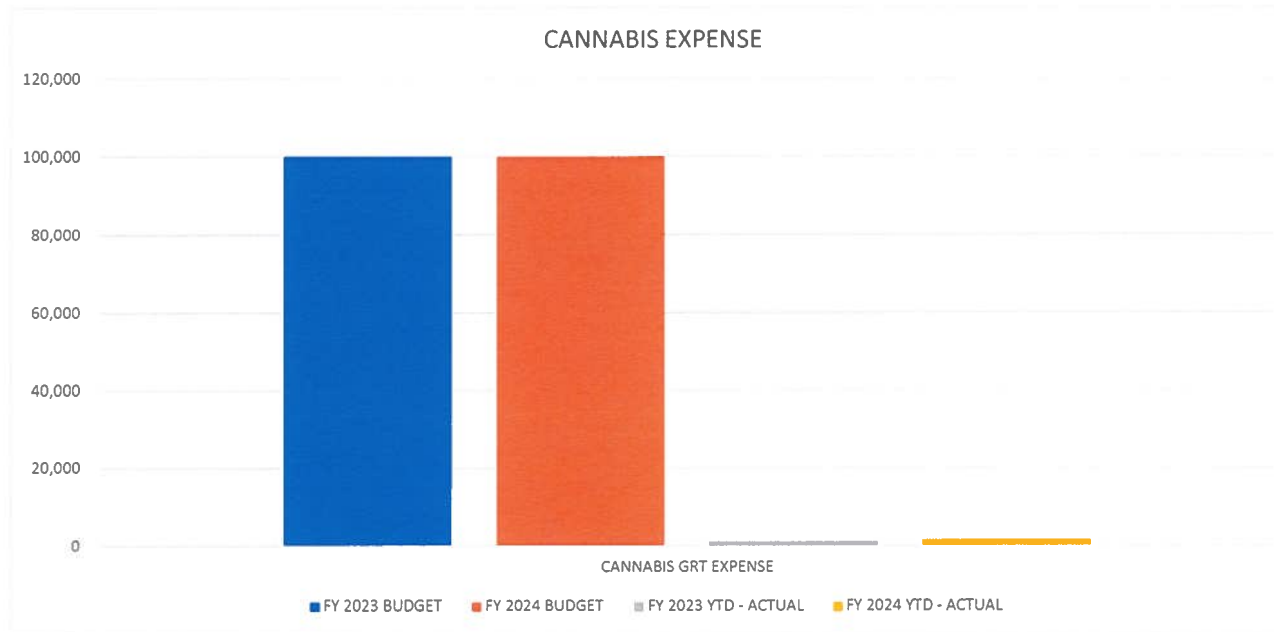
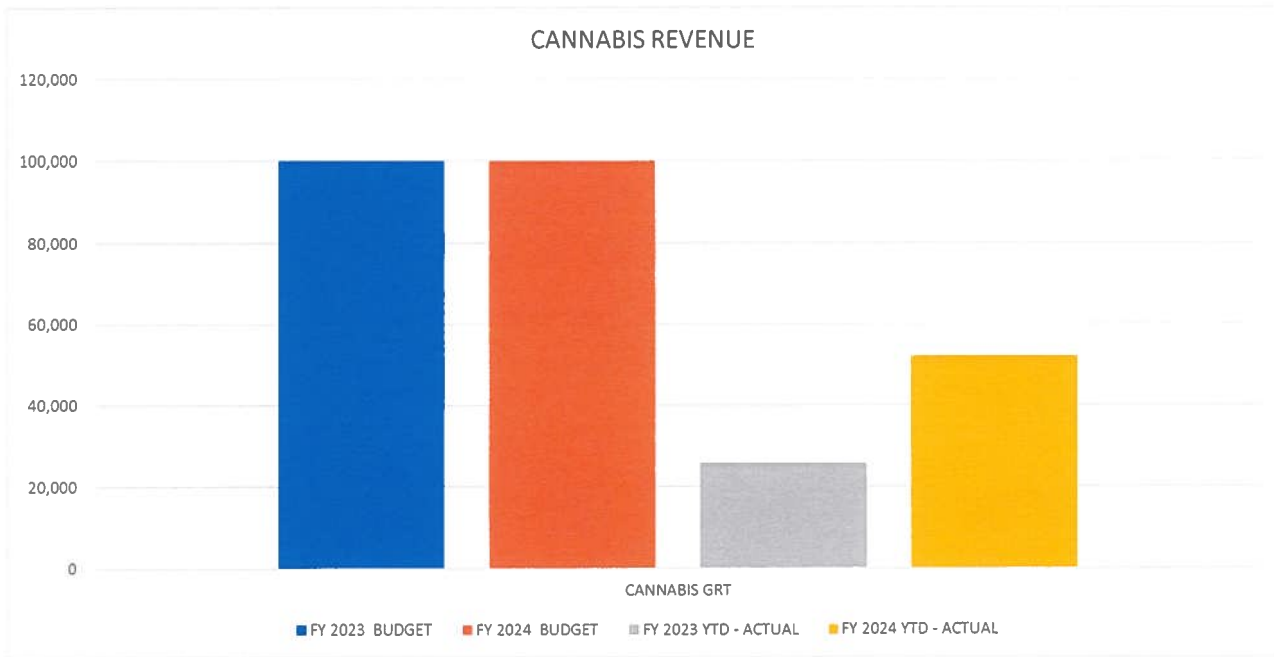
**CANNABIS - REVENUE COMPARISON  
THRU OCTOBER 31, 2023 .33% YEAR LAPSED (4 of 12 months)  
FISCAL YEAR 2024**

	A	B	C	D	E	G (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	% REV
CANNABIS GRT	100,000	100,000	33,333	25,649	52,189	52%
CANNABIS - CD	0	0	0	0	2,850	#DIV/0!
CANNABIS - PD	0	0	0	0	300	#DIV/0!
<b>TOTAL</b>	<b>100,000</b>	<b>100,000</b>	<b>33,333</b>	<b>25,649</b>	<b>55,339</b>	<b>55%</b>

**CANNABIS - EXPENDITURE COMPARISON  
THRU OCTOBER 31, 2023 .33% YEAR LAPSED (4 of 12 months)  
FISCAL YEAR 2024**

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
CANNABIS GRT EXPENSE	100,000	100,000	33,333	1,056	1,566	98,434	2%
<b>TOTAL</b>	<b>100,000</b>	<b>100,000</b>	<b>33,333</b>	<b>1,056</b>	<b>1,566</b>	<b>98,434</b>	<b>2%</b>

Surplus to Date            53,773



**MINUTES OF THE CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING HELD ON THURSDAY, OCTOBER 26, 2023 AT 11:00 A.M. IN THE CITY COUNCIL CHAMBERS.**

**MAYOR:** Louie A. Trujillo

**COUNCILORS:** David G. Romero *Absent*  
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 Trujillo called the meeting to order at 11:00 AM.

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Mayor Trujillo asked for a moment to thank everyone for their hard work and also thanked City Clerk Fresquez, City Manager Maestas, Community Development Director Marquez, Interim Police Chief Marquez and HR Director Arguello for doing a great job.

**APPROVAL OF AGENDA**

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

Michael L. Montoya	Yes	Barbara Casey	Yes
David Ulibarri	Yes		

City Clerk Fresquez advised the motion carried.

**PUBLIC INPUT**

There was no public input.

**APPROVAL OF MINUTES**

Councilor Casey made a motion to approve the minutes from October 11, 2023. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Abstained
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

Councilor Montoya commended Community Services Director Wanda Salazar for making sure that they didn't lose the funding for the Senior Center Parking Lot project.

**PRESENTATIONS**

Executive Director Michael Peranteau with MainStreet de Las Vegas' provided their FY 2023-24 Quarterly Report. Mr. Peranteau discussed the Transformation Strategy of the Great Blocks project, Economic Report regarding businesses that have closed (Popular Dry Goods, Blowin' in the Wind, Stella's and For the Love of Vinyl) one new business that opened (Casa de Musica) and one building that was sold (Wells Fargo on E. Lincoln), Trash Pick-Up (November 11th at the Riverwalk) and an update on the CityWide Mural project (Ward 2 completed by the end of October, Ward 4 started, Wards 1 & 3 will start in the Spring of 2024).

Councilor Montoya asked if Councilor Romero was involved in the mural in his Ward and if he was okay with it.

Mr. Peranteau advised yes, Councilor Romero was aware of what's going on with the mural in his Ward.

Councilor Montoya asked where they were at regarding the lighting for the mural on Legion.

City Manager Maestas advised that once they are finished with the project they would install the lights quickly.

Councilor Montoya asked if they are putting a sealer on the mural.

Mr. Peranteau advised that they would be putting a clear varnish to preserve it.

Mr. Peranteau discussed assisting the City of Las Vegas at the Trunk or Treat on October 28th and helped the City and the Urban Land Institute organize a Housing Summit on September 13th.

Councilor Montoya asked that they provide Community Development Director Marquez with the report and housing assessment from the Housing Summit.

Mr. Peranteau discussed the Recovery Month event that took place in September, NM MainStreet Service Requests and NM MainStreet de Las Vegas annual Gala.

Mayor Trujillo asked if MainStreets goals had been met for the quarter.

Mr. Peranteau advised yes, his report is based on the contract.

Councilor Casey asked if they collaborate with the Small Business Development Center at Luna.

Mr. Peranteau advised yes and advised that seven businesses would be closing in Las Vegas.

## **BUSINESS ITEMS**

### 1. Discussion and Approval of the Samaritan House contract.

Mayor Trujillo asked if the City Attorney reviewed and approved the contract.

City Manager Maestas advised yes.

Community Development Director Marquez advised that they went off the old contract from the prior year and added a couple of things that they thought fit within the parameters of the contract.

Councilor Montoya advised that he asked last year for a copy of the liability insurance be attached when approving the contract and a full disclosure be given to them. Councilor Montoya advised that they had received a full disclosure regarding all the benefits the non profit organization obtains from different sources and a detailed salary schedule from all those who are employed by the non profit organization. Councilor Montoya advised those should be included as part of their contract every year. Councilor Montoya advised that he had a recommendation for Mr. Lyon to meet with the City Manager after April to discuss his requests prior to them approving the budget in July.

Community Development Director Marquez advised that he did look into the RFP process in regards to the amount of \$60,000 and stated that they aren't allowed to give \$60,000 without going out for a request for proposal. Community Development Director Marquez advised that \$50,000 is budgeted for the Samaritan House. Community Development Director Marquez advised he did research other Samaritan Houses and Shelters and found that donations were between \$20,000 and \$50,000. Community Development Director Marquez advised that the City of Las Vegas was on the higher end of the donation scale.

Councilor Montoya asked how many citizens and County residents they serve.

Mr. Lyon advised he did not have that information.

Councilor Montoya asked if Mr. Lyon asked the County for this year's contributions.

Mr. Lyon advised not yet.

Councilor Montoya asked how much they would be asking the County for.

Mr. Lyon advised the same amount as the City.

Councilor Casey made a motion to approve the Samaritan House contract.

Mr. Lyon advised that the contract was modified by the City and stated there were things added and not taken out. Mr. Lyon advised that a Day Service Program was added, which is a whole different program, involving other providers. Mr. Lyon advised that the contract was for \$10,000 less than what they asked for and it's \$30 per day per person for two meals, a bunk, clothing, shoes, sanitation, showers and laundry.

Councilor Montoya advised that the City of Las Vegas should be providing food and services, not salaries, electricity or phone bills. Councilor Montoya asked if they had a budget they abide by.

Mr. Lyon advised yes.

Councilor Montoya advised that the City of Las Vegas also has a budget they have to abide by.

Mayor Trujillo advised there was a motion on the floor.

Mr. Lyon advised he still had issues with the contract, they had struck out the zoom meetings because the public wasn't participating. Mr. Lyon advised that it takes the City about 60 days to pay them so they asked to get the first disbursement upfront immediately. Mr. Lyon advised that they would be hiring professional Social Workers.

Councilor Montoya asked if Mr. Lyon had referred people from the shelter to work at the City of Las Vegas.

Mr. Lyon advised that they send them to the Workforce since they have job training programs.



Discussion took place regarding the salary for employees at the Samaritan House.

Community Development Director Marquez discussed why the prepayment was struck from the contract. Community Development Director Marquez advised that the City can't pay for services that haven't been rendered. Community Development Director Marquez advised that the Samaritan House should have money to be able to function and shouldn't be dependent on the City.

Mr. Lyon advised that the City's donation is 10% of their total budget and they do have the opportunity to operate. Mr. Lyon advised that they had added a 10% penalty for late payment over 30 days in the contract.

Community Development Director Marquez advised that language for the 10% penalty for late payments was struck out.

Mayor Trujillo advised there was a motion on the floor by Councilor Casey. Mayor Trujillo asked for a second.

Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

City Manager Maestas advised that they would work closely with Mr. Lyon on when he invoices the City to make sure payment is expedited.

Mr. Lyon advised that he did not want to seem arrogant, but there were fundamental changes throughout the contract that were made and the contract was given to him yesterday. Mr. Lyon advised that they added Day Services without additional fees and \$10,000 less, which they cannot have a Day Services Program because they can't afford to operate. Mr. Lyon advised there was also an expansion of the hours and extension of the amount of days.

Mayor Trujillo advised that the Samaritan House had some money that was left over from last year and Mr. Lyon asked if it could be used for Day Services. Mayor Trujillo advised that was one of the reasons why he wanted Day Services added to the contract.

Mr. Lyon advised that Day Services would require a salary cost for staff to stay longer.

Mayor Trujillo asked even though Council approved the contract, is it highly unlikely that Mr. Lyon will sign the contract.

Mr. Lyon advised that they appreciated the money but they need Social Workers and they want to get people off the street and provide more. Mr. Lyon advised that they could strictly be limited to Emergency Shelter Services but Day Services wouldn't be included.

Mayor Trujillo asked Mr. Lyon to write his concerns down and share them with the Governing Body. Mayor Trujillo advised if they need to bring the contract back to amend it they could do that.

### **EXECUTIVE SESSION**

There was no need for executive session.

### **ADJOURN**

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

City Clerk Fresquez advised that the motion carried.

Meeting adjourned at 11:35 AM.

---

Mayor Louie A. Trujillo

ATTEST:

---

Casandra Fresquez, City Clerk



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

**Meeting Date:** November 15, 2023

**Date Submitted:** November 3, 2023

**Department:** Finance

**Item/Topic:** Approval of Resolution 23-33, 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.

**Fiscal Impact:** 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.

**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 \_\_\_\_\_

**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 Louie A. Trujillo

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

**CITY OF LAS VEGAS  
 RESOLUTION # 23-33  
 BUDGET ADJUSTMENT REQUEST  
 FISCAL YEAR 2024 as of NOVEMBER 15, 2023**

<b>RESOLUTION # 23-33</b>	<b>TYLER</b>	<b>DFA</b>	<b>DESCRIPTION</b>	<b>ASSET/CASH</b>	<b>REVENUE</b>	<b>EXPENDITURES</b>
LAW ENFORCEMENT VIOLENT CRIME VICTIM ASSIST	205-0000-430-5391	205-21100-0001-47110	LAW ENFORCEMENT VIOLENT CRIME VICTIM ASSIST		\$ 91,608	
LAW ENFORCEMENT VIOLENT CRIME VICTIM ASSIST	205-0000-700-6605	205-21100-3001-51900	SEASONAL EMPLOYEES			\$ 91,608
STREET COOP PROJECTS	214-0000-430-5932	214-30400-0001-47050	EL CRESTON CIRCLE PAVING IMPROVEMENT		\$ 2,000,000	
STREET COOP PROJECTS	214-0000-720-8144	214-30400-5002-58090	EL CRESTON CIRCLE PAVING IMPROVEMENT			\$ 2,000,000
SPECIAL APPROPRIATIONS	217-0000-430-5476	217-30300-0001-47300	LV PARK IMPROVEMENTS - D3157		\$ 25,408.00	
SPECIAL APPROPRIATIONS	217-0000-780-8098	217-30300-2002-58040	LV PARK IMPROVEMENTS - D3157			\$ 20,722.00
			<b>TOTALS</b>		<b>\$ 2,117,016.00</b>	<b>\$ 2,112,330.00</b>

STATE OF NEW MEXICO  
CRIME VICTIMS REPARATION COMMISSION

MICHELLE LUJAN GRISHAM  
GOVERNOR



FRANK ZUBIA  
DIRECTOR

June 23, 2023

RE: State Law Enforcement Violent Crime Victim Assistants RFP # 24-780-P707-00500  
Final Award Letter

Dear City of Las Vegas – Las Vegas Police Department:

Congratulations on your agency being selected to receive a State Law Enforcement Violent Crime Victim Assistants subgrant award. The awards were approved at the June 22, 2023, Commission Meeting and are now final. Your organization was selected to receive an award in the amount of \$91,608.00 in which \$21,608.00 is non-recurring.

The contract proposed start date is July 1, 2023. We will need to have an executed contract submitted to our contract Review Bureau by June 30, 2023. To help us expedite the signature process the contract will be emailed out via DocuSign. Please sign the contract as soon as possible.

This award will be available in WebGrants at [www.nmcvrcgrants.com](http://www.nmcvrcgrants.com) starting July 20, 2023. The first invoice is due on August 10, 2023.

If you have any questions or need any technical assistance during the grant year, please do not hesitate to contact our office. We look forward to our continued working relationship.

Sincerely,

Marivel Baca  
STATE Grant Administrator  
New Mexico Crime Victims Reparation Commission  
[Marivel.baca@cvrc.nm.gov](mailto:Marivel.baca@cvrc.nm.gov)  
(505) 795-7964

**STATE OF NEW MEXICO  
CRIME VICTIMS REPARATION COMMISSION  
INTERGOVERNMENTAL SERVICE AGREEMENT  
CONTRACT #24-780-P707-00508**

An Intergovernmental Service Agreement between **City of Las Vegas - Police Department** for its public operation known as the Health Sciences Center and the **New Mexico Crime Victims Reparation Commission**.

This Agreement is made and entered into by and between the State of New Mexico Crime Victims Reparation Commission, hereinafter referred to as "Agency," and **City of Las Vegas - Police Department** (hereinafter referred to as "Contractor"). The contract is scheduled to begin on approximately July 1, 2023, or upon receiving all required state approvals, whichever is later.

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform the following work and achieve the designated Goals and Measurable Objectives ("MO):

**Purpose Area 1: Development or Expansion of a Violent Crime Law Enforcement Victim Liaison Unit**

Contractor will develop or enhance their Violent Crime Victim Assistant Unit. Contractor will ensure that the development or enhancement of their law enforcement-based victim service program adheres to best practices and develops strong policies, procedures, and practices for the Violent Crime Victim Assistant Unit. Best practice models such as the Model Program Standards for Victim Services ([https://ovc.ojp.gov/sites/g/files/xyckuh226/files/model-standards.6\\_program\\_standards\\_1.html](https://ovc.ojp.gov/sites/g/files/xyckuh226/files/model-standards.6_program_standards_1.html)) and/or the International Association of Chiefs of Police Law Enforcement Based Victim Services (<https://www.theiacp.org/topics/victim-services>) should be considered. Successful applicants can use grant funds, as necessary, to develop or enhance written guidelines such as, but not limited to, describing:

- Victim-service program mission, goals, and objectives,
- Violent Crime Victim Assistant Unit policies, procedures, and practices,
- Job duties and descriptions for Violent Crime Victim Assistant Coordinator(s) and Violent Crime Victim Assistant(s),
- Timing, availability, and duration of services, including addressing victim/survivor crisis situations; procedures for addressing imminent danger, stalking, and intimidation of victims/survivors; and information for victim/survivors on initial contact and throughout service delivery,
- Methods for maintaining geographic accessibility of services and accessibility over time, including accessibility of services to people with limited English proficiency and survivors with disabilities,
- Policy on nondiscrimination in service provision,
- Procedures for assessing safety, security, and maintenance of service premises, and
- Procedures for communication and collaboration with other providers.

Contractor will use program funds to hire civilian law enforcement victim assistants with demonstrated or professional experience in responding to the rights and needs of victims of violent crime. Victim Assistants and Coordinators should provide the following:

- Provides crisis stabilization and support services to crime victims, witnesses, survivors, and co-victims and assists with identified concerns resulting from victimization.



- Assesses the psychosocial status of crime victims, witnesses, survivors, and co-victims and determines the types of referrals and services indicated. Coordinates the provision of referrals and services.
- Provides information using a trauma-informed approach to crime victims, witnesses, survivors, and co-victims related to criminal event and/or associated criminal justice response, policies, and practices. Provides information to persons served related to legal issues, terms, and court procedures.
- Understands, upholds, and assists in the education and exercise of victims' rights per statutory and constitutional laws.
- Develops effective victim advocacy programs and trains staff, student interns, and volunteers.
- Prepares and maintains statistical records. Records case file information and appropriate documentation in identified system.
- Serves as a liaison with advocacy groups, clinical and other service providers, community outreach services, and law enforcement personnel.
- Must provide a quarterly report outlining activities during that reporting period.

2. **Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$91,608.00 in FY24. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

B. The Agency shall pay to the Contractor for services satisfactorily performed, pursuant to the scope of work and based on the actuals in attachment #1 and in accordance with the budget in attachment #2. Such compensation shall not exceed \$91,608.00, including gross receipts tax in FY24. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph I, Scope of Work. All invoices MUST BE received by the Agency no later than the tenth (10) day after the end of the month in which the services were delivered. Final invoice is due no later than July 10, 2024 for services rendered prior to June 30, 2024. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit monthly a detailed statement accounting for all services performed and expenses incurred. The Contractor will use the invoice and accounting sheet template provided by the Agency when submitting invoices. If the Agency finds that any work and/or expenses are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the work and/or expenditures, and - outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the work and/or expenditures are accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. Contractor must complete and submit a Grant Status Report form to the Agency by March 27, 2024. The Agency will be responsible for sending the form to the Contractor one month prior to deadline date.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This Agreement shall terminate on JUNE 30, 2024, unless terminated pursuant to Paragraph 4 (Termination), or Paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years,

except as set forth in NMSA 1978, Section 13-1-150.

4. **Termination.**

A. **Termination** - This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT."*

B. **Termination Management** - Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriation and authorization being made by the Legislature for the performance of this Agreement. If sufficient appropriations and authorization are not made by the NM Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

7. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Agency.

8. **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the

Contractor without the prior written approval of the Agency.

Exceptions to Confidentiality:

- Information which is or becomes publicly known through no fault of the Contractor;
- Information learned from a third party entitled to disclose it;
- Information already known to or developed by the Contractor before receipt from the Agency, as shown by the Contractor's prior written records;
- Information reasonably necessary to protect the Contractor's interests in a lawsuit, alternative dispute resolution process, or government investigation;
- Information reasonably necessary to process insurance claims;
- Information required by law to be disclosed;
- Information developed independently by the Contractor without use or reference to information provided by the Agency.

9. **Product of Service - Copyright.**

Contractor will retain ownership of all copyrightable materials created under this Agreement, except as otherwise specifically agreed. Contractor hereby grants to the Agency a nonexclusive license for noncommercial purposes in all works created under this Agreement in which Contractor retains a copyright. Contractor may retain title to, and apply for, patents for the products produced under this Agreement. The provisions of this paragraph are subject to any limitations or requirements that may be placed upon the parties by any state or federal law, rule, regulation, or condition of acceptance of the funding used in conjunction with the Agreement.

10. **Conflict of Interest; Governmental Conduct Act.**

The Contractor certifies that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, regarding contracting with a public officer or state employee or former state employee, have been followed.

11. **Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

12. **Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

13. **Penalties for violation of law.**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. The provisions of the Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) shall not apply to: Procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978 (NMSA 1978, Section 13-1-98(A)).

**14. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**15. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**16. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

**17. Records and Financial Audit.**

The Contractor shall maintain detailed expenditure records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**18. Liability.**

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of that party's employees or agents. The liability of the Contractor shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30.

**19. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**20. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**21. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage

prepaid, as follows:

To the Agency:

Frank Zubia, Director  
Crime Victims Reparation Commission 6200 Uptown Blvd, Suite 210  
Albuquerque, NM 87110

To the Contractor:

City of Las Vegas – Police Department  
318 Moreno St,  
Las Vegas, NM 87701

22. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and certifies that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures below.**

By:   
Contractor

Date: 6/28/23

By: Frank Zubia  
Frank Zubia – Director  
Crime Victims Reparation Commission

Digitally signed by Frank Zubia  
Date: 2023.06.30 07:46:07  
-06'00'

Date: \_\_\_\_\_

By: Delilah Tenorio  
Delilah Tenorio, Legal Counsel Certifying legal sufficiency  
New Mexico Office of the Attorney General

Digitally signed by Delilah  
Tenorio  
Date: 2023.06.29 15:53:10  
-06'00'

Date: \_\_\_\_\_

By: Cindy Mok  
Cindy Mok, Chief Financial Officer  
New Mexico Crime Victims Reparation Commission

Digitally signed by Cindy Mok  
Date: 2023.06.29 16:01:11  
-06'00'

Date: \_\_\_\_\_

Contract No. D19989  
Vendor No. 0000054343  
Control No. HW2LP40046

**TRANSPORTATION PROJECT FUND  
GRANT AGREEMENT**

**This Agreement is between the New Mexico Department of Transportation (Department) and City of Las Vegas (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.**

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

**1. Purpose.**

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **El Creston Circle Paving Improvements-Planning, design, construction, and construction management/testing for 100% of Roadway improvements, drainage improvements, ADA curb and ramp improvements for El Creston Circle.** (Project or CN LP40046). This Agreement specifies and delineates the rights and duties of the parties.

**2. Project Funding.**

a. The estimated total cost for the Project is **(\$2,000,000.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 95% **\$1,900,000.00**  
El Creston Circle Paving Improvements-Planning, design, construction, and construction management/testing for 100% of Roadway improvements, drainage improvements, ADA curb and ramp improvements for El Creston Circle.

2. The Public Entity's required proportional matching Share shall be 5% **\$100,000.00**  
For purpose stated above

3. Total Project Cost **\$2,000,000.00**

- b. The Public Entity is responsible for all costs that exceed Project funding.
- c. All allocated funds must be spent by June 30, 2026.
- d. The Public Entity represents that no federal funds will be used to finance the Project.
- e. The Public Entity must repay Project funding to the Department if:
  - 1. The Project is canceled or partially performed.
  - 2. A final audit conducted by the Department at Project completion determines the following: overpayment, unexpended monies, or ineligible expenses.

**3. The Department:**

- a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
  1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
  2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
  3. If a department or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
  1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design, or other related documents.
  2. Have any involvement in the construction phase.
  3. Be involved in permit preparation or the review or coordination with regulatory agencies.
  4. Conduct periodic assurance inspections or comparison material testing.
  5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
  1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
  2. Request written Project status reports.
  3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

**4. The Public Entity Shall:**

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations, and ordinances.
- c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
- d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
- e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
- f. If the Project is in full or on a portion of a state highway, on a department right of way or a National Highway System route:
  1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and

2. Design and construct the Project in accordance with standards established by the Department.
- g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability, and maintenance. The resolution is attached to this Agreement as Exhibit B.
- h. Consider placing pedestrian, bicycle, and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
- j. Be responsible for all permit preparation, review, and coordination with regulatory agencies.
- k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
- l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
- m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
- n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
- o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

**5. Both Parties Agree:**

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

**6. Term.**

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of



Completion or (b) **June 30, 2026**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

#### **7. Termination.**

If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

#### **8. Third Party Beneficiary.**

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

#### **9. New Mexico Tort Claims Act.**

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

#### **10. Contractors Insurance Requirements.**

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

#### **11. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

**12. Terms of this Agreement.**

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

**13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations, and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

**14. Equal Opportunity Compliance.**

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

**15. Appropriations and Authorizations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

**16. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

**17. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

**18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**19. Amendment.**

This Agreement may be amended by an instrument in writing executed by the parties.

**The remainder of this page is intentionally left blank.**

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

DocuSigned by:  
By: Mallory Manzanares Date: 10/19/2023  
83F307882C81449  
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

DocuSigned by:  
By: Christine Schwamberger Date: 10/18/2023  
59307CA1DD434D1  
Assistant General Counsel

City of Las Vegas  
By: [Signature] Date: 10/14/23  
Title: Mayor

Attest: [Signature]  
Title: City Clerk

**EXHIBIT A**

**CERTIFICATION OF PROJECT COMPLETION**

**Public Entity:**

**Control No. LP40046**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of \_\_\_\_\_ certify in regard to Control No. **LP40046**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of \_\_\_\_\_, with New Mexico Department of Transportation 95% share of \_\_\_\_\_ and the Public Entity share of \_\_\_\_\_ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_

**In Witness Whereof**, \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_ certify that the matters stated above are true to his/her knowledge and belief.

**City of Las Vegas**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Public Entity Clerk**

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

**RESOLUTION 23-30**  
City of Las Vegas

**A RESOLUTION FOR THE CITY OF LAS VEGAS TO ACCEPT A GRANT OFFER ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION(NMDOT)**

WHEREAS, the City of Las Vegas and the New Mexico Department of Transportation will enter into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$2,000,000.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$1,900,000.00
- b. City of Las Vegas proportional matching share shall be 5% or \$100,000.00

TOTAL PROJECT COST IS \$2,000,000.00

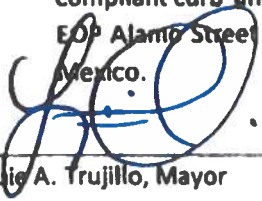
City of Las Vegas shall pay all costs, which exceed the total amount of \$2,000,000.00.

Now therefore, be it resolved in official session that the City of Las Vegas determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2026 and the City of Las Vegas incorporates all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the

NOW therefore, be it resolved, by the City of Las Vegas to enter into Cooperative Agreement for Project Control Number LP40046 with the New Mexico Department of Transportation for the TPF Program for year 2024-2025 for the plan, design, construction, construction management, reconstruction, pavement rehabilitation, drainage improvements, ADA compliant curb and ramps, and miscellaneous construction to El Creston Circle, BOP Alamo Street EOP Alamo Street within the control of the City of Las Vegas in Las Vegas/San Miguel County, New Mexico.

  
\_\_\_\_\_  
Louie A. Trujillo, Mayor

  
\_\_\_\_\_  
Casandra Fresquez, City Clerk

Reviewed and Approved to legal sufficiency only:

DocuSigned by:  
  
\_\_\_\_\_  
Randall Van Vleck  
City Attorney

217-0000-430-5476

LV Park Improvements - D3157

	Budget	Revenue	Encumb	Avail Bal.
FY21	\$ 70,000.00	\$ 3,945.42		\$ 66,054.58
FY22	\$ 66,054.58	\$ -		\$ 66,054.58
FY23	\$ 66,054.58	\$ 40,647.08		\$ 25,407.50
S/B FY24	\$ 25,408.00			

217-0000-780-8098

LV Park Improvements - D3157

	Budget	Expense	Encumb	Avail Bal.
FY21	\$ 70,000.00	\$ 3,971.16		\$ 66,028.84
FY22	\$ 66,029.00	\$ -		\$ 66,029.00
FY23	\$ 66,029.00	\$ 45,307.65	\$ -	\$ 20,721.35
S/B FY24	\$ 20,722.00			



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

**Meeting Date:** November 15, 2023

**Date Submitted:** 11/8/23

**Department:** Community Dev.

**Item/Topic:** Discussion and Direction on Lodger's Tax projects.

The Community Development Department at the direction of the City manager presented projects for consideration to the Lodgers Tax Board, we would like direction on which project (s) to proceed with for the next application process

**Fiscal Impact:**

**Attachments:**

**Committee Recommendation:**

**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:

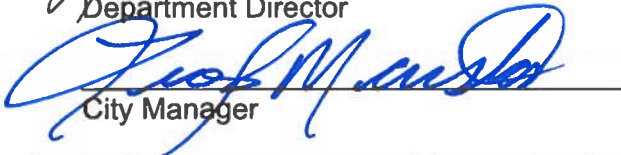
Reviewed By:

  
\_\_\_\_\_

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:** November 15, 2023

**Date Submitted:** 11/9/23

**Department:** Executive

**Item/Topic:** Discussion/Direction regarding the Litherland property.

The City applied for legislative funding in the amount of \$250,000.

**Fiscal Impact:**

**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:

  
\_\_\_\_\_  
Councilor Michael Montoya

\_\_\_\_\_  
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:** November 15, 2023

**Date Submitted:** 11/9/23

**Department:**

**Item/Topic:** Discussion/Direction on a new effluent system for Hanna Park and upgrades to the sprinkler system in the Plaza Park.

**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:

*Michael Montoya*  
Department Director

Reviewed By:

\_\_\_\_\_  
Finance Director

*[Signature]*  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_  
\_\_\_\_\_

Continued : \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_