



# 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  
May 19, 2021–Wednesday– 5:30 p.m.  
City Chambers  
1700 North Grand Avenue  
Las Vegas, NM 87701**

The public is invited to submit written comments for public input prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on May 19, 2021, addressed via email to the City Clerk at [cfresquez@lasvegasnm.gov](mailto:cfresquez@lasvegasnm.gov) or faxed to (505) 425-7335.

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## **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. PUBLIC INPUT (comments limited to topics on current agenda).** Public Input submitted to the City Clerk via email or fax will be read into the record.
- VII. MAYOR’S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
  - Proclamation for “Building Safety Month – May 2021”
- VIII. COUNCILORS’ REPORTS**

**IX. CITY MANAGER’S REPORT**

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

- Presentation by Regents William Garcia, Frank Sanchez and President Sam Minner reporting on the meetings between the City, County and NMHU concerning the status of the Golf Course, and options to reopen the facility.
- Presentation by Roy Montebon, Police Advisory (PAC) Commission Chairman, reporting on the PAC accomplishments over the last few months and discussion on the by-laws and Municipal Charter.
- Presentation by Chuck Griego, Film/Events Coordinator providing an update on upcoming City events.

**XI. FINANCE REPORT**

**XII. BUSINESS ITEMS**

**Conduct a Public Hearing for Business Item 1** *(The public is invited to submit written comments for the public hearing. Comments should be submitted by 3:30 p.m. on May 19, 2021 addressed via email to the City Clerk at [cfresquez@lasvegasnm.gov](mailto:cfresquez@lasvegasnm.gov) or faxed to (505) 425-7335 and will be read into the record during the discussion of the item it pertains to.*

1. Adoption of Ordinance No. 21-04, An Ordinance to amend the Code of the City of Las Vegas by amending Section 200-40 and Section 301-11, entitled “Alternative method of abatement”. This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City’s home rule powers.

**Bill Hendrickson, Community Development Director** This ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City’s home rule powers. City Council tabled this item for the May 19, 2021 Council Meeting. Publication requirements have been met.

2. Request approval of the Lodgers Tax recommendation to provide funding to the Citizens Committee on Historic Preservation (CCHP) to fund the marketing and advertising campaign that promotes the City of Las Vegas as a key destination for Santa Fe Trail Bicentennial visitors.

**Krutik Bhakta, Lodgers Tax Board Chairman and Frank Beurskens, CCHP** Lodger’s tax funding will be in the amount of \$5,000.00. CCHP will engage a professional travel writer to develop press releases and travel articles sent to major newspapers, journals, magazines, and guidebooks, with national and international distribution. The Santa Fe Trail Bicentennial will be a prime summer destination event, featured on numerous web sites and travel magazines. This item was continued from the May 12, 2021 Council Meeting.

3. Request approval for a special allocation of Lodger's Tax funding in the amount of \$14,145.00 for marketing the Friday Al Fresco Event.

**Chuck Griego, Film/Events Coordinator** This event has been expanded to provide a Post-COVID celebration between May 7<sup>th</sup> and October 31<sup>st</sup> with additional emphasis over 4<sup>th</sup> of July. This item was continued from the May 12, 2021 Council Meeting.

4. Request approval of contract between the City of Las Vegas and Las Vegas First Independent Business Alliance for acquiring two (2) Billboards on I-40.

**Bill Hendrickson, Community Development Director** The Lodger's Tax Board and City Council have approved the expenditure of \$16,008.60 for a one year lease contract.

5. Request to publish Ordinance No. 21-12 Amending the Code of the City of Las Vegas Section 389-6 entitled "Exemptions". This ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City's home rule powers.

**Bill Hendrickson, Community Development Director** Ordinance 21-12 will remove Paragraph 389-6G, which will then allow the City to collect Lodger's Tax on all rentals under the City's Lodging Tax Ordinance.

6. Request approval of a contract between the City and TJM Construction for the replacement of the roof on the Westside Farmers Market building.

**Bill Hendrickson, Community Development Director** The cost for the project is \$48,771 + \$3/sq. ft. for decking if required. Project is funded for \$48,000.00 through a capital outlay grant. The overage will be paid out of the City general fund.

7. Request approval of Resolution No. 21-22, the sale of obsolete City assets at an online auction.

**Jesus Baquera, Finance Director** The City desires to hold an online auction to receive competitive bids for the obsolete and surplus assets.

8. Request approval of Resolution No. 21-21 to make budget adjustment for the 2020-2021 Fiscal Year.

**Jesus Baquera, Finance Director** The City of Las Vegas is in need of making a budget adjustment in the 2020-2021 fiscal year budget to include a revenue and expense increase to Fund 217 Special Legislative Appropriations in the amount of \$53,306.00, fund 282 Senior Center in the amount of \$34,500.00 and fund 613 Waste Water Construction Fund in the amount of \$550,000.00

9. Request approval to hire a full time Public Information Officer (PIO).

**William Taylor, City Manager** At the May 12, 2021 council meeting, Council agreed that a full time PIO position is needed to effectively communicate information to the public.

10. Request approval of an additional salary increase of seventy-five cents (\$0.75) to the regular hourly rate of pay for members of the Las Vegas Police Officer's Association (LVPOA) Fraternal Order of Police (FOP) Lodge No. 20.

**Donna Castro, Human Resource Director** The salary increase will be effective the first full pay period after Council's approval. The fiscal impact for the remainder of FY21 will be approximately \$5,274. This amount does not include the increase for overtime calculations.

### **XIII. BUDGET HEARING PRESENTATION/DISCUSSION ITEMS**

Presentation by City Manager and Finance Director on Preliminary Fiscal Year 2022 Budget.

### **XIV. EXECUTIVE SESSION**

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

### **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: 5-19-21**

**Date Submitted: 5-7-21**

**Department: Community Development**

**Item/Topic: Presentation on the meetings between the City, County, and NMHU concerning the Status of the Golf Course, and options to reopen the facility. Regents William Garcia and Frank Sanchez, and President Dr. Minner, to present.**

**Fiscal Impact:**

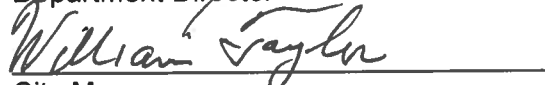
**Attachments:**

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

Approved For Submittal By:



Department Director



City Manager

Reviewed By:

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

\_\_\_\_\_  
City Attorney (Approved as to Form)

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

Resolution No. \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Approved \_\_\_\_\_

Continued To: \_\_\_\_\_

Referred To: \_\_\_\_\_

Denied \_\_\_\_\_

Other \_\_\_\_\_



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

**Meeting Date:** May 19, 2021

**Date Submitted:** 5/3/2021

**Department:** Police

**Item/Topic:** The Las Vegas Police Department Police Advisory Commission Board (PAC) would like to go over by-laws and the City of Las Vegas Charter for the Board. The PAC Board would like to report what the PAC Board has accomplished over the last few months.

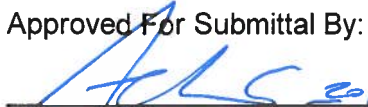
**Fiscal Impact:** N/A

**Attachments:** By-laws ,City of Las Vegas Municipal Charter

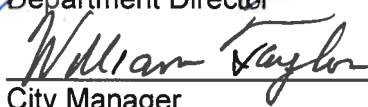
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Approved For Submittal By:

Reviewed By:

  
Department Director

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

  
City Manager

\_\_\_\_\_  
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Denied \_\_\_\_\_  
Other \_\_\_\_\_



## **POLICE ADVISORY COMMISSION BYLAWS AND RULES OF PROCEDURE**

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#### **ARTICLE I. NAME.**

The official name shall be the Police Advisory Commission.

#### **ARTICLE II. CREATION.**

The Police Advisory Commission is created by the City of Las Vegas Governing Body.

#### **ARTICLE III. MISSION STATEMENT AND PURPOSE.**

The function of the Commission shall be to serve at the pleasure of the Governing Body and shall assume whatever specific tasks are assigned to the Commission by the Governing Body.

In order that the function, duties and responsibilities of the Police Advisory Commission are carried out in an orderly and consistent fashion with full public knowledge of the procedures involved, the following bylaws and rules of procedure are adopted.

#### **ARTICLE IV. APPOINTMENT AND MEMBERSHIP.**

The Commission shall consist of the following:

1. Five (5) members or more; all of which shall be appointed by the Mayor and subject to approval by the Council.

2. Regular members of boards, commissions and committees shall be residents of the City except as otherwise provided herein.
3. Each board and commission shall have one (1) member appointed from each Council district.
4. When making appointments to Boards, Commissions, and Committees the Mayor shall require recommendation of the appointee.
5. The City Council shall give consideration to the qualifications such as commitment to service, knowledge of the subject, City Government and history culture of the City of Las Vegas when approving the Mayor's recommendations.
6. No member of the Governing Body, nor any appointed official or employee, shall serve on any board or commission except as a non-voting ex-officio member. The Governing Body may provide for such ex-officio members by ordinance as it deems appropriate.

#### ARTICLE V. TERMS OF SERVICE.

1. Terms of office for regular members of boards and commission shall be four (4) years, staggered as provided herein.
2. At the first meeting the board shall determine by lot which of its members shall serve for two (2) years and which shall serve for four (4) years, with the two categories achieving equal numbers as nearly as possible.
3. The Mayor shall make appointments every two (2) years, subject to Council approval as provided herein, for the positions whose terms have expired.

#### ARTICLE VI. REMOVAL OR VACANCIES.

1. Except as otherwise provided by ordinance, any and all members of boards and commissions serve at the pleasure of the Governing Body and may be removed by the Mayor with approval of the Council, or by a majority of all of the members of the Council.
2. A board or commission may recommend to the Governing Body that it remove a member of that board or commission upon the occurrence of three (3) unexcused absences or other justifiable cause.
3. Other members of the board or commission may be appointed at-large from within the city limits, provided, that the Governing Body shall endeavor to achieve equal representation among districts. Non-residents may be considered for the at-large positions.
4. The Mayor shall appoint a replacement member to any board or commission within twenty (20) days of notification to the Governing Body of a vacancy.

#### ARTICLE VII. ELECTION OF OFFICERS, DUTIES AND POWERS.

1. The officers of the Commission shall consist of a Chairperson and Vice Chairperson elected from the appointed members of the Commission and such other officers as the Commission and such other officers as the Commission may, by majority vote, approve and appoint from among those confirmed by the Governing Body.

2. Election of Officers shall take place at the annual meeting or the first regular meeting thereafter when new members are seated on the Commission. The term of office for each officer shall run until the subsequent election.
3. Vacancy of an office caused by resignation or removal of any officer of the Commission during his or her term of office shall be replaced by a member appointed by the Mayor within twenty (20) days of notification to the Governing Body of a vacancy.
4. A. The Chairperson shall preside over the meetings of the Commission and exercise all the powers usually incident to the office.  
B. The Vice Chairperson shall, in the absence of the Chairperson, perform all the duties incumbent upon the Chairperson. The Chairperson and Vice Chairperson both being absent, the members present may elect for the meeting a temporary Chairperson who shall have the full power of the Commission during the absence of the Chairperson and Vice Chairperson.  
C. The secretary or City representative shall keep a written record of all business transacted by the Commission, notify all members of all meetings, keep on file all official records of the Commission, and be responsible for serving legal notice of all public hearings. The minutes shall include, as a minimum, the date, time and place of the meeting, the names of the members, the names of the members in attendance and those absent, the substance of the proposals considered and a record of any decisions and notes taken which show how each member voted. All minutes will be open to public inspection. Draft minutes shall be prepared within ten (10) working days after the meeting. Minutes shall not become official until approved by the Commission.  
D. Ex-Officio (non-voting) members: no member of the Governing Body, nor any appointed official or employee, shall serve on any board or commission except as non-voting ex-officio member. The Governing Body may provide for such ex-officio members by ordinance as it deems appropriate.
5. The Commission shall exercise such powers and duties as are delegated to it by the Governing Body.
6. The Commission shall annually prepare and deliver a report of its activities and recommendations at a meeting of the Governing Body or as otherwise requested by the Governing Body.

#### ARTICLE VIII. QUORUM.

1. A quorum of any board or commission shall be a simple majority of all appointed members. Each board and commission shall annually adopt a resolution requiring compliance with the provisions of the New Mexico Open Meetings Act.
2. The Commission shall conduct no business unless a quorum of its membership is present at the meeting. With a quorum present, the business of the Commission shall be transacted by a majority vote of the members present and voting.
3. All votes taken by the Commission shall be by voice, roll call, or machine vote, if available, at the discretion of the Chairperson.

#### ARTICLE IX. MEETINGS.

1. Regular Meetings: The regular meetings of the Commission will be held at a time approved by majority vote of all Commission members. All meetings will be held at the Police Department, 318 Moreno Street, Las Vegas, New Mexico, unless otherwise directed by the Police Advisory Commission Chairperson. All meetings shall be open to the public.
2. Special Meetings: Special meetings shall be at the call of the Chairperson or by request of at least a majority of the Commission members.
3. Annual Meeting: The annual meeting will be the first regular meeting in January.
4. All regular and special meetings shall be in conformance with the "Open Meetings Act" (10-15-1 to 10-15-4 NMSA, 1978).
5. If no matters over which the Police Advisory Commission has jurisdiction are pending for the next regularly scheduled meeting, a meeting may be canceled by notice of the Chairperson.
6. Except as modified by these rules of procedure, the latest edition of Robert's Rules of Order (as interpreted by the Chairperson) shall govern the conduct of all Commission meetings.
7. It is unethical and contrary to law for Commission members to discuss any of the issues on the agenda amongst themselves or with others, outside of and prior to the public meeting.

#### ARTICLE X. CONFLICT OF INTEREST.

1. Any member of the authority having a financial interest or other possible interest ("immediate family member involvement") in the outcome of any policy, decision or determination, shall disclose the existence of said potential conflict, and this disclosure shall be recorded in the written minutes of the Commission. The Commission member shall give written affidavit of any potential conflict of interest. Chairperson will then excuse the member(s) with a potential conflict from sitting in on discussion or voting. Member(s) shall leave his or her chair until decisions have been made and voted on. This disclosure shall be made before any discussion or the taking of any vote on the issue in which the Commission member has a financial interest or other potential conflict of interest. Thereafter, said Commission member shall disqualify himself or herself from any official act in regard to the policy, decision, or determination.  
*Immediate family members could be restricted to spouse, parents, brothers, sisters and children.*

#### ARTICLE XI. ORDER OF BUSINESS.

1. Agendas shall be prepared for each meeting consisting of the following order of business:
  - a. Call to Order
  - b. Roll Call
  - c. Approval of Minutes
  - d. Public Hearings
  - e. Unfinished Business
  - f. New Business

- g. Miscellaneous
- h. Adjournment
- 2. At the conclusion of the presentation of the item before the Board by the Administrator the Chairperson will open the public hearing and will conduct the hearing as follows:
  - a. 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). The sworn in procedure is as follows: The Chairperson of the Board asks that all persons who are going to testify (speak) either for or against the issue must stand up or raise their right hand. The Chairperson (herself or himself) must also stand up. All persons wishing to speak in favor of the matter before the Commission shall be asked to speak first, and all persons wishing to speak against the proposal shall be asked to speak second. After they all stand and raise their right hand, the Chairperson states:

***“Do you solemnly swear that the testimony that you are about to give in this matter shall be the truth, the whole truth and nothing but the truth, so help you God”***

The witnesses should then state **“YES”** and they are then considered sworn in. At the time they come up to the podium to speak, they should state their name and address for the record. The Commission should also allow all parties to question (*cross examine*) each other if they so desire. (*All the above is in keeping with the due process which must be afforded to all individuals in these types of cases*). Prior to the conclusion of the public hearing portion of the meeting, the Chairperson shall ask staff if any written comments have been received and read verbatim or to summarize those comments.

- b. All comments shall be directed to the Chairperson. Public comments shall be kept on the subject. The Chairperson is charged with the responsibility of discouraging and stopping any irrelevant and unnecessarily long, repetitive, or abusive comments. If a large number of people wish to give comment, the Chairperson may limit the length of initial comment. Time permitted, additional opportunity will be provided for additional public comment after everyone who desires to speak has had an opportunity.
- c. The Chairperson shall not allow the audience to interrupt public comment.
- d. All comments and questions shall be directed to the Chairperson.
- e. If written comments or petitions are made, a copy shall be presented to the Chairperson.
- f. Upon completion of the public hearing portion of the meeting, the Chairperson will close the public hearing and the Commission will continue discussion on the matter before them.
- g. At any time after the Chairperson has closed the public hearing, any member of the Commission may make a motion to approve, deny, table or postpone the matter. A motion is always introduced in the following form: ***“I move that”***, followed by a statement of the proposal. Most important in the statement findings of fact supporting the motion. Aside from very brief explanatory remarks, it is **not** seconded. All discussion must wait until after the Chairperson has stated the motion to the assembly and has called for discussion.

- h. Another member may say ***"I second the motion"***. Seconding a motion is merely an indication that the member seconding it wishes the motion to come before the Commission for consideration. If no one seconds the motion, the Chairperson may declare, ***"The motion fails for want of a second"***.
- i. When a motion has been properly proposed and seconded, any member has a right to discuss it. Discussion must be confirmed to the question that is before the Commission.
- j. When all members who desire to discuss the question have done so, the Chairperson puts the motion to a vote. Any member may also ***"call for the question"*** which immediately ceases discussion and puts the motion to vote.
- 1. Voting will be by voice vote, roll call, or machine, (if available) as determined by the Chairperson.
- 2. Regular agenda items will follow essentially the same procedure with the exception of the public hearing portion.

## ARTICLE XII. PETITIONS AND APPLICATIONS.

Petitions and applications for formal action by the Commission will be accepted by the Commission only after said request has been properly filed with the City Clerk and after specific direction given by the Governing Body. Upon submittal to the City Clerk, the application and/or materials will be examined to ensure that they are complete and accurate before acceptance.

## ARTICLE XIII. AMENDMENTS TO BYLAWS.

These bylaws may be amended or altered by the Commission with a majority vote at any regular or special meeting with a quorum present. The proposed amendment must be submitted by electronic mail or postmarked for U.S. mail at least fourteen (14) days prior to the meeting. No amendment to these bylaws shall operate to increase the power, authority or scope of this Commission, or to exempt or otherwise affect this Commission's sole purpose of serving at the discretion of the Governing Body.

## ARTICLE XIV. PARLIAMENTARY PRACTICES.

Except as otherwise specifically provided in these bylaws, all questions of order or procedure with respect to any meeting or action of this Commission, its Executive Commission or any commission appointed hereunder shall be determined in accordance with Robert's Rules of Order, newly revised, as revised from time to time.

**DONE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021**

\_\_\_\_\_  
Police Advisory Commission Chairperson

Attest:

\_\_\_\_\_  
Police Advisory Commission Officer



the two categories achieving equal numbers as nearly as possible. Thereafter, the Mayor shall make appointments every two (2) years, subject to Council approval as provided herein, for the positions whose terms have expired.

**E. Effect of Re-Districting.** No vacancy in the office of any member of any board or commission shall be caused by redistricting of City Council election districts. All members of a board or commission shall be entitled to serve out their terms, unless otherwise removed pursuant to the terms of this Charter, even if redistricting causes the number of members to exceed the proportional-representation limitations of this Charter.

**F. Ex-Officio Members.** No member of the Governing Body, nor any appointed official or employee, shall serve on any board or commission except as a non-voting ex-officio member. The Governing Body may provide for such ex-officio members by ordinance as it deems appropriate.

**G. Removal.** Except as otherwise provided by ordinance, regular members of boards and commissions serve at the pleasure of the Governing Body and may be removed by the Mayor with approval of the Council, or by a majority of all of the members of the Council. A board or commission may recommend to the Governing Body that it remove a member of that board or commission upon the occurrence of three (3) unexcused absences.

**H. Quorum and Open Meetings.** A quorum of any board or commission shall be a simple majority of all appointed members. Each board and commission shall annually adopt a resolution requiring compliance with the provisions of the New Mexico Open Meetings Act.

**I. Report to Council.** Each board and commission shall annually prepare and deliver a report of its activities and recommendations at a meeting of the Governing Body.

## **Section 6.02. Permanent Boards and Commissions.**

The boards and commissions specified herein are established as permanent boards and commissions of the City.

## **Section 6.03. Board of Adjustment and Planning and Zoning Commission.**

### **A. Membership.**

The Board of Adjustment and Planning and Zoning commission shall consist of seven (7) members.

### **B. Powers and Duties.**

The Board of Adjustment and Planning and Zoning commission shall exercise such powers and

Duties as are delegated to it by ordinance in furtherance of the Governing Body's exercise of its planning, platting and zoning authority pursuant to state law.

**Section 6.04. Design Review Board.**

**A. Membership.**

The Design Review Board shall consist of seven (7) members.

**B. Powers and Duties.**

The Governing Body shall establish by ordinance the powers and duties of the Design Review Board.

**Section 6.05. Police Advisory Commission.**

**A. Membership.**

The Police Advisory Commission shall consist of five (5) members.

**B. Powers and Duties.**

The Governing Body shall establish by ordinance the powers and duties of the Commission, which shall act in an advisory capacity to the Governing Body regarding police policies and procedures, complaints regarding police activity that have been received by the City, and such other matters as the Governing Body may determine.

**Section 6.06. Lodgers Tax Board.**

**A. Membership.** The Lodgers Tax Board shall consist of five (5) members. Two (2) of the members shall be owners or operators of lodging establishments subject to the City's occupancy tax; two (2) of the members shall be owners or operators of industries located within the City that primarily provide services or products to tourists; and one (1) member shall be a resident of the City and represent the general public. This provision shall supersede the provision of section 6.01(C) regarding district representation to the extent necessary to procure the required membership.

**B. Powers and Duties.** The Governing Body shall establish by ordinance the powers and duties of the Lodgers Tax Board.

**Section 6.07. Campaign and Ethics Board.**

**A. Membership.** The Campaign and Ethics Board shall consist of six (6) members who shall be selected as follows: the Council shall appoint three (3) members; the Mayor shall appoint one (1) member; the Municipal Judge shall appoint one (1) member; and the five (5) members so appointed shall appoint a sixth member. The appointment of a Board member by one appointing authority shall not be subject to approval or disapproval by the other appointing authorities. This provision shall supersede the

1 provision of section 6.01(C) regarding district representation to the extent necessary to  
2 procure the required membership.

3 **B. Powers and Duties.**

4 (1) The Board shall have the power to investigate complaints of violations of the Code  
5 of Ethics and the Election Code ("Codes") and to render advisory opinions to  
6 persons subject to the Codes .

7 (2) The Board shall establish rules of procedure for its proceedings consistent with the  
8 New Mexico Open Meetings Act and with considerations of due process.

9 **Section 6.08. Advisory Committees.**

10 The Governing Body may establish advisory committees of duration less than one (1)  
11 year as it deems appropriate. The ordinance, resolution or motion establishing any such  
12 committee shall provide for the manner of appointment, the powers, purpose, scope and  
13 authority of the committee, the termination of the committee, and such other matters as  
14 deemed relevant by the Governing Body.



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

**Meeting Date:** May 19, 2021

**Date Submitted:** 5/7/2021

**Department:** Community Development

**Item/Topic:** Presentation by Chuck Griego, Film/Events Coordinator giving an update on upcoming City events.

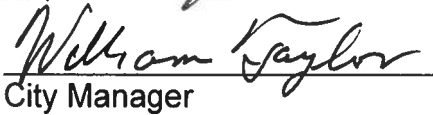
**Fiscal Impact:** N/A

**Attachments:** N/A

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

**GENERAL FUND REVENUE COMPARISON**  
**THRU APRIL 30, 2021 84% (83.33%) OF YEAR LAPSED (10 of 12 months)**  
**FISCAL YEAR 2021**

|                         | <u>Total Budget to Actual Comparison</u> |                   |                         |                         |                         | G                |
|-------------------------|------------------------------------------|-------------------|-------------------------|-------------------------|-------------------------|------------------|
|                         | A                                        | B                 | C                       | D                       | E                       | (E/B)            |
|                         | FY 2020<br>BUDGET                        | FY 2021<br>BUDGET | FY 2021<br>YTD - BUDGET | FY 2020<br>YTD - ACTUAL | FY 2021<br>YTD - ACTUAL | FY 2020<br>% REV |
| PROPERTY TAX            | 1,312,372                                | 1,417,060         | 1,180,883               | 1,027,783               | 1,242,577               | 88%              |
| GROSS RECEIPT TAX 1.225 | 3,550,000                                | 3,058,351         | 2,548,626               | 3,268,689               | 3,225,433               | 105%             |
| FRANCHISE TAX           | 750,000                                  | 750,000           | 625,000                 | 647,436                 | 644,172                 | 86%              |
| GROSS RECEIPT TAX .75   | 2,449,125                                | 2,008,316         | 1,673,597               | 2,146,554               | 2,116,855               | 105%             |
| 1/8 INFRASTRUCTURE      | 372,000                                  | 318,763           | 265,636                 | 340,604                 | 280,708                 | 88%              |
| GRT .25 (JAN 2011)      | 1,060,000                                | 877,561           | 731,301                 | 937,479                 | 945,870                 | 108%             |
| LICENSE & FEES          | 63,000                                   | 61,000            | 50,833                  | 40,732                  | 57,656                  | 95%              |
| INTERGOVERNMENTAL       | 76,500                                   | 71,500            | 59,583                  | 63,373                  | 64,521                  | 90%              |
| LOCAL-FINES             | 66,500                                   | 47,000            | 39,167                  | 55,617                  | 47,869                  | 102%             |
| LOCAL-MISC              | 1,667,450                                | 1,798,485         | 1,498,738               | 1,473,348               | 1,691,309               | 94%              |
| TOTAL                   | 11,366,947                               | 10,408,036        | 8,673,363               | 10,001,615              | 10,316,971              | 99%              |

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

|                      | <u>Total Budget to Actual Comparison</u> |                   |                         |                         |                         |                        | H         |
|----------------------|------------------------------------------|-------------------|-------------------------|-------------------------|-------------------------|------------------------|-----------|
|                      | A                                        | B                 | C                       | D                       | E                       | F                      | (E/B)     |
|                      | FY 2020<br>BUDGET                        | FY 2021<br>BUDGET | FY 2021<br>YTD - BUDGET | FY 2020<br>YTD - ACTUAL | FY 2021<br>YTD - ACTUAL | FY 2021<br>AVAIL. BAL. | %<br>BDGT |
| JUDICIAL             | 300,156                                  | 297,043           | 247,536                 | 248,675                 | 233,464                 | 63,579                 | 79%       |
| GOVERNING BODY       | 72,409                                   | 62,383            | 51,986                  | 57,760                  | 47,999                  | 14,384                 | 77%       |
| MAYOR                | 43,484                                   | 97,561            | 81,301                  | 14,888                  | 76,500                  | 21,061                 | 78%       |
| MANAGER              | 264,451                                  | 222,013           | 185,011                 | 191,913                 | 190,435                 | 31,578                 | 86%       |
| MUNICIPAL CLERK      | 270,729                                  | 253,841           | 211,534                 | 223,173                 | 214,178                 | 39,663                 | 84%       |
| CITY ATTORNEY        | 218,052                                  | 226,928           | 189,107                 | 142,112                 | 181,938                 | 44,990                 | 80%       |
| PERSONNEL/HR         | 249,960                                  | 324,634           | 270,528                 | 164,453                 | 229,427                 | 95,207                 | 71%       |
| FINANCE              | 475,652                                  | 537,566           | 447,972                 | 404,374                 | 442,126                 | 95,440                 | 82%       |
| COMMUNITY DEV.       | 506,791                                  | 557,055           | 464,213                 | 281,086                 | 422,191                 | 134,864                | 76%       |
| POLICE               | 4,277,030                                | 3,919,102         | 3,265,918               | 3,059,836               | 3,023,960               | 895,142                | 77%       |
| CODE ENFORCEMENT     | 132,039                                  | 80,817            | 67,348                  | 40,375                  | 53,239                  | 27,578                 | 66%       |
| ANIMAL SHELTER       | 150,424                                  | 146,450           | 122,042                 | 106,470                 | 122,117                 | 24,333                 | 83%       |
| FIRE                 | 1,384,729                                | 1,446,316         | 1,205,263               | 1,121,863               | 1,141,114               | 305,202                | 79%       |
| PUBLIC WORKS/AIRPORT | 487,070                                  | 528,829           | 440,691                 | 346,640                 | 35,886                  | 492,943                | 7%        |
| PARKS                | 290,323                                  | 453,116           | 377,597                 | 187,073                 | 382,899                 | 70,217                 | 85%       |
| LIBRARY              | 232,272                                  | 238,828           | 199,023                 | 208,769                 | 189,493                 | 49,335                 | 79%       |
| MUSEUM               | 154,940                                  | 148,881           | 124,068                 | 97,990                  | 98,078                  | 50,803                 | 66%       |
| GENERAL SERVICES     | 2,723,568                                | 1,849,017         | 1,540,848               | 1,719,099               | 981,449                 | 867,568                | 53%       |
| TRANSFERS            | 756,667                                  | 996,991           | 830,826                 | 617,920                 | 834,536                 | 162,455                | 84%       |
| TOTAL                | 12,990,746                               | 12,387,371        | 10,322,809              | 9,234,468               | 8,901,030               | 3,486,341              | 72%       |

Surplus to date                      1,415,942

**ENTERPRISE FUNDS-REVENUE COMPARISON**  
**THRU APRIL 30, 2021 84% (83.33%) YEAR LAPSED (10 of 12 months)**  
**FISCAL YEAR 2021**

| <u>Total Budget to Actual Comparison</u> |                           |                                 |                                 |                                 |                   | <b>G</b><br><b>(E/B)</b><br><b>%</b><br><b>BUDGET</b> |
|------------------------------------------|---------------------------|---------------------------------|---------------------------------|---------------------------------|-------------------|-------------------------------------------------------|
| <b>A</b>                                 | <b>B</b>                  | <b>C</b>                        | <b>D</b>                        | <b>E</b>                        |                   |                                                       |
| <b>FY 2020<br/>BUDGET</b>                | <b>FY 2021<br/>BUDGET</b> | <b>FY 2021<br/>YTD - BUDGET</b> | <b>FY 2020<br/>YTD - ACTUAL</b> | <b>FY 2021<br/>YTD - ACTUAL</b> |                   |                                                       |
| WASTE WATER (610)                        | 3,419,600                 | 3,143,800                       | 2,619,833                       | 2,361,718                       | 2,535,704         | 81%                                                   |
| NATURAL GAS (620)                        | 5,041,250                 | 5,036,000                       | 4,196,667                       | 4,329,627                       | 4,645,932         | 92%                                                   |
| SOLID WASTE (630)                        | 3,413,400                 | 3,394,107                       | 2,828,423                       | 2,881,856                       | 2,831,064         | 83%                                                   |
| WATER (640)                              | 5,172,720                 | 5,172,720                       | 4,310,600                       | 4,120,131                       | 4,354,300         | 84%                                                   |
| <b>Total of Enterprise Funds</b>         | <b>17,046,970</b>         | <b>16,746,627</b>               | <b>13,955,523</b>               | <b>13,693,331</b>               | <b>14,367,000</b> | <b>86%</b>                                            |

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON**  
**THRU APRIL 30, 2021 84% (83.33%) YEAR LAPSED (10 of 12 months)**  
**FISCAL YEAR 2021**

|                           | <u>Total Budget<br/>to Actual<br/>Comparison</u> |                   |                         |                         |                         |                        |                      |
|---------------------------|--------------------------------------------------|-------------------|-------------------------|-------------------------|-------------------------|------------------------|----------------------|
|                           | A                                                | B                 | C                       | D                       | E                       | F                      | H                    |
|                           | FY 2020<br>BUDGET                                | FY 2021<br>BUDGET | FY 2021<br>YTD - BUDGET | FY 2020<br>YTD - ACTUAL | FY 2021<br>YTD - ACTUAL | FY 2021<br>AVAIL. BAL. | (E/B)<br>%<br>BUDGET |
| WASTE WATER(610)          | 4,671,737                                        | 3,225,006         | 2,687,505               | 2,875,759               | 2,286,463               | 938,543                | 71%                  |
| NATURAL GAS (620)         | 6,930,179                                        | 6,084,827         | 5,070,689               | 4,000,081               | 4,246,357               | 1,838,470              | 70%                  |
| SOLID WASTE (630)         | 3,781,260                                        | 4,205,030         | 3,504,192               | 2,680,412               | 2,852,877               | 1,352,153              | 68%                  |
| WATER (640)               | 5,481,285                                        | 5,645,564         | 4,704,637               | 4,383,999               | 3,965,193               | 1,680,371              | 70%                  |
| Total of Enterprise Funds | 20,864,461                                       | 19,160,427        | 15,967,023              | 13,940,251              | 13,350,890              | 5,809,537              | 70%                  |

Surplus to date    \$    1,016,110.35

**RECREATION DEPARTMENT-REVENUE COMPARISON**  
**THRU APRIL 30, 2021 - 84% (83.33%) OF YEAR LAPSED 10 OF 12 MONTHS**  
**FISCAL YEAR 2021**

|                       | A                 | B                 | C                       | D                       | E                       | G<br>(E/B) |
|-----------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------|------------|
|                       | FY 2020<br>BUDGET | FY 2021<br>BUDGET | FY 2021<br>YTD - BUDGET | FY 2020<br>YTD - ACTUAL | FY 2021<br>YTD - ACTUAL | % REV      |
| WELLNESS CENTER       | 115,000           | 60,000            | 50,000                  | 63,630                  | 29,907                  | 50%        |
| OPEN SWIM             | 10,000            | 0                 | 0                       | 4,705                   | 0                       | #DIV/0!    |
| YABL/ADULT BASKETBALL | 16,500            | 5,000             | 4,167                   | 2,983                   | 0                       | 0%         |
| SUMMER FUN PROGRAM    | 30,000            | 2,500             | 2,083                   | 29,730                  | 0                       | 0%         |
| RECREATION-OTHER      | 62,500            | 11,500            | 9,583                   | 24,405                  | 271                     | 2%         |
| GEN FUND TRANSFER     | 400,000           | 325,000           | 270,833                 | 333,200                 | 270,725                 | 83%        |
| TOTAL                 | 634,000           | 404,000           | 336,667                 | 458,652                 | 300,903                 | 74%        |

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON**  
**THRU APRIL 30, 2021 - 84% (83.33%) OF YEAR LAPSED 10 OF 12 MONTHS**  
**FISCAL YEAR 2021**

|                       | A                 | B                 | C                       | D                       | E                       | F                      | H<br>(E/B)<br>% |
|-----------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------|------------------------|-----------------|
|                       | FY 2020<br>BUDGET | FY 2021<br>BUDGET | FY 2021<br>YTD - BUDGET | FY 2020<br>YTD - ACTUAL | FY 2021<br>YTD - ACTUAL | FY 2021<br>AVAIL. BAL. | %<br>BDGT       |
| EMPLOYEE EXP.         | 619,444           | 282,215           | 235,179                 | 458,620                 | 203,683                 | 78,532                 | 72%             |
| YABL/ADULT BASKETBALL | 8,500             | 1,500             | 1,250                   | 4,785                   | 0                       | 1,500                  | 0%              |
| OTHER OPERATING EXP.  | 83,850            | 93,725            | 78,104                  | 50,616                  | 71,779                  | 21,946                 | 77%             |
| CAPITAL OUTLAY        | 9,500             | 2,800             | 2,333                   | 2,158                   | 2,422                   | 378                    | 86%             |
| TOTAL                 | 721,294           | 380,240           | 316,867                 | 516,178                 | 277,883                 | 102,357                | 73%             |

Surplus to date                      23,020

**LODGERS TAX PROMOTION - REVENUE COMPARISON**  
**THRU APRIL 30, 2021 - 84% (83.33%) OF YEAR LAPSED 10 OF 12 MONTHS**  
**FISCAL YEAR 2021**

|                               | A                 | B                 | C                       | D                       | E                       | G<br>(E/B) |
|-------------------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------|------------|
|                               | FY 2020<br>BUDGET | FY 2021<br>BUDGET | FY 2021<br>YTD - BUDGET | FY 2020<br>YTD - ACTUAL | FY 2021<br>YTD - ACTUAL | % REV      |
| LODGER'S TAX PROMO            | 301,600           | 112,000           | 65,333                  | 286,604                 | 219,830                 | 336%       |
| LODGER'S TAX - INFRASTRUCTURE | 75,400            | 22,400            | 13,067                  | 51,506                  | 54,958                  | 245%       |
| TOTAL                         | 377,000           | 134,400           | 78,400                  | 338,110                 | 274,788                 | 204%       |

**LODGERS TAX PROMOTION - EXPENDITURE COMPARISON**  
**THRU APRIL 30, 2021 - 84% (83.33%) OF YEAR LAPSED 10 OF 12 MONTHS**  
**FISCAL YEAR 2021**

|                       | A                 | B                 | C                       | D                       | E                       | F                      | H<br>(E/B)<br>% |
|-----------------------|-------------------|-------------------|-------------------------|-------------------------|-------------------------|------------------------|-----------------|
|                       | FY 2020<br>BUDGET | FY 2021<br>BUDGET | FY 2021<br>YTD - BUDGET | FY 2020<br>YTD - ACTUAL | FY 2021<br>YTD - ACTUAL | FY 2021<br>AVAIL. BAL. | %<br>BDGT       |
| EMPLOYEE EXP.         | 42,389            | 2,992             | 1,745                   | 16,189                  | 2,873                   | 119                    | 96%             |
| OPERATING EXPENSES    | 24,100            | 12,328            | 7,191                   | 13,308                  | 5,132                   | 7,196                  | 0%              |
| PUBLICATIONS & ADVERT | 140,900           | 65,000            | 37,917                  | 69,210                  | 7,113                   | 57,887                 | 11%             |
| CONTRACTUAL SERVICES  | 229,738           | 100,000           | 58,333                  | 103,471                 | 35,701                  | 64,299                 | 36%             |
| CAPITAL OUTLAY        | 76,400            | 42,000            | 24,500                  | 29,140                  | 0                       | 42,000                 |                 |
| TRANSFERS             | 41,956            | 40,002            | 23,335                  | 34,949                  | 33,322                  | 6,680                  | 83%             |
| TOTAL                 | 555,483           | 262,322           | 153,021                 | 266,268                 | 84,141                  | 178,181                | 32%             |

Surplus to date      190,647



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

**Meeting Date:** May 19, 2021

**Date Submitted:** 5/12/21

**Department:** Community Development

**Item/Topic:** Conduct a Public Hearing and Adopt Ordinance No. 21-04, An Ordinance to amend the Code of the City of Las Vegas by amending Section 200-40 and Section 301-11, entitled "Alternative method of abatement". This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City's home rule powers. This ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City's home rule powers.

City Council tabled this item for the May 19, 2021 Council Meeting. Publication requirements have been met.

**Fiscal Impact:** N/A

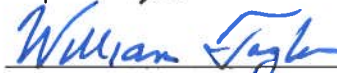
**Attachments:** Ordinance No. 21-04

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

Approved For Submittal By:



Department Director



City Manager

Reviewed By:

Finance Director



City Attorney (Approved as to Form)

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

Resolution No. \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Approved \_\_\_\_\_

Continued To: \_\_\_\_\_

Referred To: \_\_\_\_\_

Denied \_\_\_\_\_

Other \_\_\_\_\_

# **CITY OF LAS VEGAS, NEW MEXICO**

## **Ordinance No. 21-04**

**AN ORDINANCE TO AMEND** the Code of the City of Las Vegas by amending the docket fees collected by the Municipal Court in Section 20-13(A). This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City's home rule powers.

**BE IT ENACTED** by the Governing Body of the City of Las Vegas as follows:

Section 1. The Code of the City of Las Vegas, Section 200-40, and Section 301-11 are hereby amended to read as follows:

Additional method of abatement.

A. Except as otherwise provided in this Section, an action filed in court for abatement shall be governed by the New Mexico Rules of Civil Procedure.

B. A civil action to abate a public nuisance may be brought in any court of competent jurisdiction against any person or entity who creates, performs, enables or maintains a public nuisance.

C. For cases in the City's Municipal Court, a lien against real estate may be foreclosed in the same manner that mortgages or other liens against real estate are foreclosed with like rights of redemption. Lien against personal property may be foreclosed in the same manner security interests are foreclosed. At the trial of any case foreclosing any lien, the recitals of the lien or other evidence of indebtedness shall be received in evidence as prima facie true. In the foreclosure of any lien created by municipal ordinance or under authority of law, a reasonable attorney's fee shall be granted by the court as part of the reasonable costs of the case.

D. The City may file a criminal complaint for public nuisance in the appropriate court as provided by New Mexico law.

E. Pursuant to NMSA 30-8-8(B), as it may be amended, a civil action to abate a public nuisance may be brought, by verified complaint in the name of the state without cost, by any public officer or private citizen, in the district court of the county where the public nuisance exists, against any person, corporation or association of persons who shall create, perform or maintain a public nuisance.

Section 2. Full Force and Effect. Except as specifically amended above, Section 20-13 shall remain in full force and effect.

Section 3. Severability. The provisions of this ordinance are declared to be severable, and if any portion of this ordinance, for any reason, is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 4. Effective Date. This ordinance shall become effective upon the execution by the Mayor and the affirmative vote of the majority of the Governing Body.

PASSED, ADOPTED and ENACTED this \_\_\_\_\_ day of April, 2021.

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

ATTEST:

Reviewed and approved as to legal sufficiency only:

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

\_\_\_\_\_  
Scott Aaron, City Attorney



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

**Meeting Date:** 5/19/2021

**Date Submitted:** 5/13/2021

**Department:** Community Development

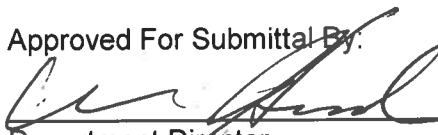
**Item/Topic:** Request Approval for Lodger's Tax Board to provide funding for the CCHP Project Request. Campaign to promote the City of Las Vegas as a key destination for Santa Fe Trail Bicentennial visitors. CCHP will engage a professional travel writer to develop press releases and travel articles sent to major newspapers, journals, magazines, and guidebooks, with national and international distribution. The Santa Fe Trail Bicentennial will be a prime summer destination event, featured on numerous web sites and travel magazines. Krutik Bhakta & Frank Beurskens will present

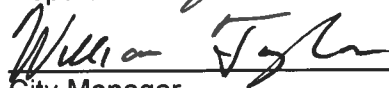
**Fiscal Impact:** \$5,000 of Lodger's Tax Funding for marketing and advertising

**Attachments:** Lodger's Tax Application

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

To: Mayor Trujillo and City Council.

Date: 5-13-21

Ref: Attached Lodger's Tax Application from CCHP

The CCHP originally requested funding for multiple events on this application. Only the requests for Item # 1 were awarded, totaling \$5000. The remainder were reapplied for on individual applications.

Bill Hendrickson

Community Development Director

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

| Description - estimated distribution    | UNIT COST | QUANTITY | TOTAL   | Committee Review |
|-----------------------------------------|-----------|----------|---------|------------------|
| 1. Professional Travel Writer Promotion | \$1,000   |          | \$1,000 |                  |
| 1. Content Research & Development       | \$1,500   |          | \$1,500 |                  |
| 1. Advertising and Promotion            | \$2,500   |          | \$2,500 |                  |
| 2. Publicity and Marketing              | \$ 700    |          | \$ 700  |                  |
| 2. Event Expenses - Conference Room     | \$1,800   |          | \$1,800 |                  |
| 3.1 SF Trail Rally                      | \$2,500   |          | \$2,500 |                  |
| 3.2 Walking Tour                        | \$2,000   |          | \$2,000 |                  |
| 3.3 SF Art show publicity               | \$1,500   |          | \$1,500 |                  |
| 3.4 Solar Car Challenge SF Trail Event  | \$2,500   |          | \$2,500 |                  |
| 4.0 Connect Las Vegas - SF Trail Tour   | \$3,500   |          | \$3,500 |                  |
|                                         |           |          |         |                  |
|                                         |           |          |         |                  |
|                                         |           |          |         |                  |
|                                         |           |          |         |                  |
|                                         |           |          |         |                  |
|                                         |           |          |         |                  |
|                                         |           |          |         |                  |
|                                         |           |          |         |                  |
|                                         |           |          |         |                  |
|                                         |           |          |         |                  |

TOTAL COST OF EVENT \$ \$19,500

Committee Review Amount



CITY OF LAS VEGAS, NEW MEXICO  
REQUEST FOR MARKETING ASSISTANCE

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

*For questions email: [cbacata@lasvegas.nm.gov](mailto:cbacata@lasvegas.nm.gov) or (505) 454-1401 ext 1607*

**PART I: PROJECT INFORMATION**

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

Organization

Name: Las Vegas Citizens Committee for Historic Preservation

Event Name: Santa Fe Trail Bicentennial Commemoration

Event Location: Las Vegas, NM and surrounding area

Event Start Date: June 2021

Event End Date: November 2021

Is this a new event? ☒ YES ☐ No

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

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

Previous Santa Fe Trail events held by CCHP and the Corazon de Los Caminos chapter of the Santa Fe Trail Association have attracted over 180 visitors in Las Vegas programs and over 500 in the Santa Fe, NM programs. We anticipate well in excess of these previous programs due to the National coverage of Bicentennial events which are being held across the country this year.

**PART II: PREVIOUS FUNDING REQUESTS**

Has your organization previously received Lodgers Tax Funding? ☒ YES ☐ No

What amount of funding did you receive? Dates/Amounts (past 3 years)?  
2020 - \$7,500  
2019 - \$ 0.00  
2018 - \$2,000

**PART III: EVENT DETAIL** *See attached*

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

DETAILS ATTACHED Note: Events which require registration can be cut off at reduced levels to meet Covid attendance limitations at the time of the events.

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

| Description - estimated distribution    | UNIT COST | QUANTITY | TOTAL   | Committee Review |
|-----------------------------------------|-----------|----------|---------|------------------|
| 1. Professional Travel Writer Promotion | \$1,000   |          | \$1,000 |                  |
| 1. Content Research & Development       | \$1,500   |          | \$1,500 |                  |
| 1. Advertising and Promotion            | \$2,500   |          | \$2,500 |                  |
| 2. Publicity and Marketing              | \$ 700    |          | \$ 700  |                  |
| 2. Event Expenses - Conference Room     | \$1,800   |          | \$1,800 |                  |
| 3.1 SF Trail Rally                      | \$2,500   |          | \$2,500 |                  |
| 3.2 Walking Tour                        | \$2,000   |          | \$2,000 |                  |
| 3.3 SF Art show publicity               | \$1,500   |          | \$1,500 |                  |
| 3.4 Solar Car Challenge SF Trail Event  | \$2,500   |          | \$2,500 |                  |
| 4.0 Connect Las Vegas - SF Trail Tour   | \$3,500   |          | \$3,500 |                  |
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TOTAL COST OF EVENT \$ \$19,500

Committee Review Amount

## PART IV: EVALUATION INFORMATION

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

### 1. Lodgers Tax Impact Information (10 Point Value)

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

Santa Fe Trail Bicentennial events are being held Nationwide and appeal to travelers seeking road trips with a historical and cultural connection. Historical Cultural Tourism is the fastest-growing segment, spending 60 percent more, staying longer, and rate authenticity as extremely important ranking historical places top on the list of destinations.

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

Conservatively estimate 920 rooms across six months for all events

|                                          |  |
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| SECTION A TOTAL POINTS<br>10 Points Max. |  |
| Evaluator Use Only                       |  |

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

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

Estimating 1,500 individuals attending spread out across multiple sponsored events based on past event experience and estimated crowds associated with the Solar Car Challenge, and Bicentennial tourism estimates from other sites along the Trail.

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

We estimate 85% will be non-City residents with 30% within the State of NM and 70% from out of state.

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

Based on statistics from The National Trust for Historic Preservation for Cultural Historical Tourism the age range will be a mixture of baby boomers and millennials who are a growth market for heritage tourism, as 73 percent want to engage in a destination's arts and cultural assets, while two-thirds rated authenticity as extremely important in their travel decisions.

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| SECTION B TOTAL POINTS<br>10 Points Max. |  |
| Evaluator Use Only                       |  |

### 3. Quality of Life (10 Point Value)

- 3.1. Do you provide a program or event that is otherwise absent in the City of Las Vegas?  
With exception of a motor based rally, other events planned are unique and absent in the City.
- 3.2. Has this program or something similar been requested by tourists and/or residents? Who made the request and how was the request made?

The Las Vegas NM location was highlighted in the Santa Fe Trail Bicentennial committee as an important destination. Many residents frequently request information from CCHP regarding the Trail and particularly seeking familial history of local ancestors associated with the Trail.

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

Events will be held spread across a six month period, May through November. November conference, a major event, is off season for hotel / motel lodging.

|                                         |  |
|-----------------------------------------|--|
| SECTION C TOTAL POINTS<br>10 Points Max |  |
| Evaluator Use Only                      |  |

### 4. Financial Information (10 Point Value)

- 4.1. What is the total budget for this event? (Include marketing costs; please exclude any assistance you may receive.) Estimated budget is \$35,000

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

Additional funds to support the programs include a Certified Local Government grant, MainStreet de Las Vegas, The Community First Foundation, and Las Vegas Citizens Committee for Historic Preservation.

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| SECTION D TOTAL POINTS<br>10 Points Max. |  |
| Evaluator Use Only                       |  |

### 5. Marketing Plan (10 Point Value)

- 5.1. Provide specific details on where and how you plan to market and advertise the event.  
Marketed and advertised across multiple digital media platforms, print, and radio.
- 5.2. If provided with marketing design assistance, what is your intent to supplement what is provided?

Project will develop logos and banner ads for specific projects.

- 5.3. What percentage of advertising will reach an audience outside a 65 mile radius of Las Vegas?  
Estimate 85% of advertising will be targeting outside the 65 mile radius of Las Vegas.

|                                          |  |
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| SECTION E TOTAL POINTS<br>10 Points Max. |  |
| Evaluator Use Only                       |  |

**6. Documentation (10 Point Value)**

- 6.1. Have Lodger Tax rules been followed and all requested documents provided?  
Yes...
- 6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?  
No

|                                          |  |
|------------------------------------------|--|
| SECTION F TOTAL POINTS<br>10 Points Max. |  |
| Evaluator Use Only                       |  |

**7. Other (10 Point Value)**

- 7.1. Please provide any other financial impact to the City of Las Vegas this project or event will create. Be specific and indicate how it was calculated.
- Events will generate GRT revenues based on typical cultural historic tourism statistics which suggest an average spend of \$1,319 per trip.

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| SECTION G TOTAL POINTS<br>10 Points Max. |  |
| Evaluator Use Only                       |  |

**PART V: ASSURANCES AND CERTIFICATIONS**

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

PRINTED NAME: Janet Beurskens

TITLE: Las Vegas Citizens Committee for Historic Preservation - Board Member

SIGNATURE: Janet Beurskens



DATE: 4/1/2021

**CITY USE ONLY**

RECEIVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

### Part III - Event detail: define/describe event detail

#### **Opportunity:**

2021 marks the bicentennial, 200<sup>th</sup> anniversary of the Santa Fe Trail. The Santa Fe Trail officially commenced in 1821 with an encounter near present day Las Vegas, NM, between William Bucknell of the US and Captain Gallego of Mexico. The agreement that followed, between the Mexican Governor of Santa Fe, Facundo Milgares and William Bucknell marked the opening of commerce between the two countries which was the beginning of the Santa Fe Trail.

The Bicentennial will be commemorated throughout 2021 by Santa Fe Trail chapters located along the 800 mile long trail, beginning at the start of the trail in Lincoln, MO to its end in Santa Fe, NM. These events will attract thousands of visitors interested in history, historical re-enactments, and what life was like along the trail.

Attendance figures for two previous Santa Fe Trail events sponsored by the Las Vegas Citizens Committee for Historic Preservation and the Corazon de Los Caminos organizations ranged from 180 (in Las Vegas) to 500 participants (in Santa Fe), per event!

CCHP's location on Bridge Street is a designated Santa Fe Trail Interpretive Center that includes educational displays, photographs, maps and exhibits attracting hundreds of visitors annually, interested in learning about the Santa Fe Trail.

***The Santa Fe Trail Bicentennial will attract "heads and beds" to Las Vegas as we showcase the stories, landmarks, and attractions around and within the city of Las Vegas pertaining to the Santa Fe Trail.***

#### **Request:**

CCHP is applying for marketing, publicity, and event funding for programming during June through November 2021 focused on the Santa Fe Trail and the historical, cultural, and architectural ramifications of the trail on the City of Las Vegas.

Attendance is estimated at 1,500 to 2,000 tourists who will spend nights and days in Las Vegas during the 6-8 month commemoration, expanding business for hotels, motels, restaurants, and local merchants.

- **\$5,000 is requested** to fund a major marketing/advertising campaign to promote the City of Las Vegas as a key destination for Santa Fe Trail Bicentennial visitors. CCHP will engage a professional travel writer to develop press releases and travel articles sent to major newspapers, journals, magazines, and guidebooks, with national and international distribution. The Santa Fe Trail Bicentennial will be a prime summer destination event, featured on numerous web sites and travel magazines. A friend of many Las Vegas residents, Simon Romero, originally from Las Vegas, NM, now a National Correspondent for the New York Times will be contacted for his suggestions.

- Members and guests of Santa Fe Trail Association chapters in KS, MO, OK, CO, and NM will travel to Las Vegas in order to attend a day long historical event program featuring scholars as well as descendants of noteworthy historical figures connected with the Trail. The event is being planned for November 11-13<sup>th</sup> at the Plaza Ballroom. This date coincides with the exact date that an agreement was struck between William Bucknell and Captain GAllego as commemorated on the plaque at Kearney's gap. Based on other Santa Fe Trail Association chapter events; we anticipate 250 members and friends of the Santa Fe Trail Association to travel to Las Vegas spending several nights here. Publicity developed for this event will be circulated in the Santa Fe Trail Association journal along with other historical preservation magazines. This publicity will not only attract attendees, but will earmark Las Vegas as a future stop for those who want to explore the trail in the future.. **\$2,500 is requested** for funding publicity, marketing, and event expenses for this program as planned by the Las Vegas Citizens Committee for Historic Preservation and Corazon de Los Caminos, a Santa Fe Trail Association chapter.
- To further capitalize on attracting Santa Fe Trail Bicentennial travelers, **\$8,500 is requested** for event planning, marketing, publicity, and management of specific Santa Fe Trail celebration events during the months of June, July, and August. These events include but are not limited to the following:

  1. A bicycle (or lowrider motorcycle) rally from Raton ***along the Santa Fe Trail Mountain Route*** to and through Cimarron, Rayado, Ocate Crossing, Fort Union, and Watrous, on to Las Vegas – seeing visible ruts from the Trail along the way. Santa Fe Trail “grub” will be featured in participating Las Vegas restaurants along with Cowboy Music groups performing in the Plaza Gazebo. These bike rides can be presented several times during the summer months, and we will recruit volunteers from the local motorcycle/lowrider community to help.
  2. Docent led outside walking tours of Las Vegas featuring historical homes and architecture that arose out of the confluence of the different cultures during the 60 years of Santa Fe Trail Commerce. CCHP will gather and interpret local stories (perhaps some that are not well known) of Las Vegas involved in the Santa Fe Trail Trade. These stories will be showcased in the walking tours, art shows, press releases, articles, etc. As a fee based event, we will include a box lunch of Santa Fe Trail type food, along with showings of a Santa Fe Trail movie. We will offer similar free events to local residents as public education programs and have matching funds from our CLG grant to do this.
  3. A Santa Fe Trail Art Show is planned to include submissions from individuals and community organizations in Las Vegas as well as submissions from other communities along the SF Trail. We are in discussions with the Mayeur Gallery to host part of the show, and possibly include exhibits illustrating the historical transition of the site and building from the 1840's home of Miguel Romero and his wife Josefa (Delgado) to the current Mayeur Gallery. The Santa Fe Trail Art Show would be publicized on digital media and be an additional draw for tourists. The “best art” pieces will be produced on tee-shirts, postcards and posters to be sold in our shops to tourists following the Santa Fe Trail.

4. A Santa Fe Trail photo exhibit will be held to coincide with the Solar Car Challenge event in August. Funds will be used to research, print, and install graphics along the Plaza illustrating the various models of wagons used in the Trail days that would have gone through the Plaza. The large photos of mule, oxen, horse drawn wagons "before technology" would showcase the difference with the new solar technology.
- **\$3,500 is requested** to fund content collection, input, and graphic design for a new tour "channel" added to the successful "Connect Las Vegas NM" mobile phone application. The new channel will feature a Santa Fe Trail tour to include Santa Fe Trail relevant sites, stories, and local citizens associated with Las Vegas and the Santa Fe Trail.

**Total Request: \$19,500**

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

**Meeting Date:** 5/19/2021

**Date Submitted:** 5/13/2021

**Department:** Community Development

**Item/Topic:** Request Approval for a special allocation of Lodger's Tax funding for the Friday Alfresco Event Marketing. This event has been expanded to provide a Post-COVID celebration between May 7<sup>th</sup> and October 31<sup>st</sup>, with additional emphasis over 4<sup>th</sup> of July. Chuck Griego will Present

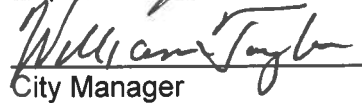
**Fiscal Impact:** \$14,145 of Lodger's Tax Funding for Marketing via radio and posters.

**Attachments:** Lodger's Tax Application

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

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

[illegible]

**TOTAL COST OF EVENT \$ ~~9,145.00~~ 14,145**



**CITY OF LAS VEGAS, NEW MEXICO  
REQUEST FOR MARKETING  
ASSISTANCE**

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

*for questions email: [cbaca@lasvegas.nm.gov](mailto:cbaca@lasvegas.nm.gov) or (505) 454-1401 ext 1607*

**PART I: PROJECT INFORMATION**

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

Organization: **Las Vegas First Independent Business Alliance**

Name: **Steve Leger**

Event Name: **Fridays Al Fresco Summer Concert Series**

Event Location: **Plaza Park**

Event Start Date: May 7th, 2021 Event End Date: October 15, 2021

Is this a new event? ☐ Yes ☒ No

If this is a repeat event, how many individuals attended in each of the past three (3) years? 200 per event in 2019, 2018 and 2017 attendance was 50 – 70 per concert I attribute this increase to the advertising budget we received from Lodgers Tax.

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

Handheld Counter was used by members of LV 1st going around the Park at least 2 times

**PART II: PREVIOUS FUNDING REQUESTS**

Has your organization previously received Lodgers Tax Funding? ☒ Yes ☐ No

What amount of funding did you receive? Dates/Amounts (past 3 years)? \$5,000, summer 2019

**PART III: EVENT DETAIL**

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

**Fridays al Fresco, now in its 16<sup>th</sup> year is a community, family and visitor oriented concert series featuring local and out of town music groups. The two hour concerts start at 5:30 and are staged in the Plaza Park where families, friends and visitors gather on blankets, park benches and portable chairs to enjoy the music coming from the newly refurbished gazebo. Diners at the restaurants around the Park also listen to the bands from the outdoor patios, as well as numerous fans listening from their parked cars around the Park.**

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

| Description                                                                  | UNIT COST | QUANTITY | TOTAL       | Co<br>m<br>m<br>i<br>t<br>t<br>e<br>e<br>R<br>e<br>v<br>i<br>e<br>w |
|------------------------------------------------------------------------------|-----------|----------|-------------|---------------------------------------------------------------------|
| Radio ads on KFUN                                                            | 4.7       | 450      | \$2115.00   |                                                                     |
| Radio Ads on KNMX                                                            | 8         | 500      | \$4,000     |                                                                     |
| Radio Ads on KBAC Santa Fe                                                   | 4         | 690      | \$2,760.00  |                                                                     |
| Radio Ads on KRTC Trinidad                                                   | \$9.40    | 285.00   | \$2,670.00  |                                                                     |
| Radio Ad Production, 4 voice overs and 4 updated v/os mid season @100.00 per | 100       | 8        | \$800       |                                                                     |
| Posters, Cards, production and printing etc.                                 |           |          | \$800       |                                                                     |
| P.A. Service for bands as needed                                             | 100       | 10       | 1,000.00    |                                                                     |
| Money that has been allotted.                                                |           |          | -\$5,000.00 |                                                                     |
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TOTAL COST OF EVENT \$ 9,145.00

Committee Review Amount

**PART IV: EVALUATION INFORMATION**

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

**1. Lodgers Tax Impact Information (10 Point Value)**

- 1.1. How does your event create the need for an overnight stay thus creating lodgers tax revenue?  
**By having participants fill out a ticket for a free raffle we can make an estimate of how many out of towners have attended which comes to between 10 to 20 %. Also, hotel guests who attend are very impressed with the event and are more likely to return to Las Vegas. Our advertising reach is being extended south to Socorro, west to Gallup/Grants and north to Pueblo.**
- 1.2. How many Las Vegas room nights will be generated? (A room night is a paid night of lodging in an establishment that pays Lodger Tax.)  
**Since this a free event it is difficult to determine how many rooms are booked Because there are no advance ticket sales**

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| SECTION A TOTAL POINTS<br>10 Points Max. |  |
| Evaluator Use Only                       |  |

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

- 2.1. How many individuals are anticipated to attend the event? How did you calculate this number?  
**200 – 300 based on 2019 attendance, a more aggressive radio campaign, the anticipation and excitement of New Mexicans waiting to hear live music will make this a very popular event.**
- 2.2. What percentage of attendees will be non-City residents? How many will come from within San Miguel County? Mora County? Santa Fe County? Intra-State? Out of State?  
**The more aggressive advertising campaign mentioned above will draw more visitors from surrounding counties and states.**
- 2.3. What are the anticipated ages of the participants? Please provide estimates of what your audience will be composed of, demographics, psychographics.  
**This is a family oriented event which encompasses infants thru Great Grandparents**

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| <b>SECTION B TOTAL POINTS</b><br><b>10 Points Max.</b> |  |
| <b>Evaluator Use Only</b>                              |  |

### 3. Quality of Life (10 Point Value)

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

3.2. **Yes, a weekly concert in the Plaza Park has not happened since summer of 2019, and never as long as we are proposing for 2021**

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

3.4. **Friday's al Fresco is in its 16<sup>th</sup> year and is looked forward to by residents and visitors alike. A short questionnaire is being proposed to target visitors asking if this event will prompt them to return to Las Vegas and also be excited about telling their friends and family about Las Vegas NM.**

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

**By starting Friday's al Fresco 2 months earlier than previous years it will fill a gap in events in May and June, and also give the public a long awaited outlet for live music that has been suppressed for more than a year.**

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| SECTION C TOTAL POINTS<br>10 Points Max. |  |
| Evaluator Use Only                       |  |

### 4. Financial Information (10 Point Value)

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

4.2. **25,645.00**

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

**The season of 2019 was financially supplemented by sales of raffle tickets and sponsorships are being sought out.**

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| SECTION D TOTAL POINTS<br>10 Points Max. |  |
| Evaluator Use Only                       |  |

### 5. Marketing Plan (10 Point Value)

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

**Starting April 29<sup>th</sup> thru Oct. 8<sup>th</sup> 450 radio ads on KFUN, 400 ads on KNMX, 690**

**on KBAC and 2 sister stations and finally 285 ads on KTRC in Trinidad, CO will entice travelers to venture to Las Vegas NM and enjoy our Friday concerts. Posters and flyers will be distributed to surrounding communities; radio interviews at the radio stations will be scheduled. Also trifolds generated by LV1st. with mention of Fridays at Fresco plan to be distributed throughout NM and surrounding states.**

- 5.2. If provided with marketing design assistance, what is your intent to supplement what is provided? **Schedule will be posted on Love Music's reader board, as well as been mentioned on KFUN over the back fence as well as City of LV and LV1st websites.**
- 5.3. What percentage of advertising will reach an audience outside a 65 mile radius of Las Vegas?
- 5.4. **Local stations KFUN and KNMX reach local audiences with KNMX having a broader audience extending past Alb. Roughly 30% in the 65 mile radius and rest KBAC and KTRC reaching past that , representing the other 70% of Ad budget.**

**h**

**5.5.**

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| <b>SECTION E TOTAL<br/>POINTS<br/>10 Points Max.</b> |  |
| <b>Evaluator Use Only</b>                            |  |

**6. Documentation (10 Point Value)**

- 6.1. Have Lodger Tax rules been followed and all requested documents provided?
- 6.2. **Yes.**
- 6.3. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?
- 6.4. **Steve Leger will be compensated for Voice over radio ad production to be updated once or twice during concert season, also numerous interviews will be made available from the radio stations and hosting and MC ing the actual 23 concerts will be done. Local radio stations are also to be paid.**

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| SECTION F TOTAL POINTS<br>10 Points Max. |  |
| Evaluator Use Only                       |  |

**7. Other (10 Point Value)**

- 7.1. Please provide any other financial impact to the City of Las Vegas this project or event will create. Be specific and indicate how it was calculated.
- 7.2. **The musicians hired will be mostly local or with local ties so the money they make will most likely be recirculated in Las Vegas. Restaurants in the Plaza Park area were noticeably busier during the 2019 season, the broad reach of our radio and print ad campaign will result in more heads in beds in Las Vegas NM.**

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| SECTION G TOTAL POINTS<br>10 Points Max. |  |
| Evaluator Use Only                       |  |

**PART V: ASSURANCES AND CERTIFICATIONS**

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

BY THE CITY OF LAS VEGAS AND WE WILL DELIVER A REPORT ON EACH EVENT WITHIN THIRTY (30) DAYS TO THE CITY.

PRINTED NAME: Steve Leger

TITLE: Love Music Owner and board member of LV 1<sup>st</sup> IBA

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY USE ONLY**

**RECEIVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



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

**Meeting Date:** 5/19/21

**Date Submitted:** 5/4/21

**Department:** Community Development

**Item/Topic:** Approve Contract between the City and Las Vegas First IBA for acquiring (2) Billboards on I-40.

Lodger's Tax Board and City Council have approved the expenditure of \$16,008.60 for a one year lease contract.

**Fiscal Impact:** \$16,008.60

**Attachments:** Contract

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

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

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

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



## Approval Form

Date Submitted: 4/29/21

Department Submitting: Community Development Submitter: Bill Hendrickson

*Date Re-Submitted after Changes:* \_\_\_\_\_

Documents To Be Reviewed: LV First Contract for I-40 Billboards Deadline: \_\_\_\_\_

Upon Completion and Approval of Review: *(Please indicate here if you want to pick-up your documents after step 1 is approved or have them delivered for you to the next approving step):*  
\_\_\_\_\_

Comments: Please review and sign

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

**Approved / Disapproved:** *(Reason for Disapproval):* \_\_\_\_\_

☐ *Changes:* \_\_\_\_\_ Date: \_\_\_\_\_

☒ *Scott Aaron*  
Scott Aaron, City Attorney Review

4/30/2021  
Date

**Approved / Disapproved:** *(Reason for Disapproval):* \_\_\_\_\_

☒ *J. Chapman*  
Finance Director

5-3-21  
Date

**Approved / Disapproved:** *(Reason for Disapproval):* \_\_\_\_\_

☒ *William Taylor*  
William Taylor, City Manager

5-3-21  
Date

☐ Picked Up By *(after CA review):* \_\_\_\_\_ Date: \_\_\_\_\_

☒ Hand Delivered By: *Isabel Arguilla* Date: 4/30/21

(1) Received By: *Rachel* Dept: Finance Date: 4/30/21

(2) Received By: \_\_\_\_\_ Dept: \_\_\_\_\_ Date: \_\_\_\_\_

(3) Final Pick Up By: \_\_\_\_\_ Dept: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND  
LAS VEGAS FIRST INDEPENDENT BUSINESS ALLIANCE  
FY 2021/2022 BILLBOARDS ON I-40**

This Contract is entered into this 1<sup>st</sup> day of June, 2021 and effective, through May 31, 2022, between the City of Las Vegas, a New Mexico home-rule municipality (“City”), and Las Vegas First Independent Business Alliance, a New Mexico nonprofit corporation (“Contractor”).

**WHEREAS**, the City has agreed to assist the Contractor in advertisement and promotion of tourist-related events and attractions, specifically for the (2) Billboards located on Interstate 40 at .281 miles west of mile marker #293 & .519 miles east of mile marker #236. (See **Exhibit A**)

**WHEREAS**, the City commits financial support for this advertising through May 31, 2022 or project completion basis, whichever comes first, in an amount not to exceed Sixteen Thousand and Eight 60/100 dollars (\$16,008.60) to be paid to the Contractor under the terms and conditions of this Contract.

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

The City will pay on invoices up to the amount of Sixteen Thousand and Eight 60/100 dollars (\$16,008.60), which includes all taxes (“Contract Price”), presented under this Contract where work (described under Section A, Scope of Work) has been completed and services have been provided to the City according to the terms of this Contract. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

**A. SCOPE OF WORK**

Contractor agrees to provide all advertising and promotion for the specified Billboards as offered in Contractor’s proposal.

1. Advertising and promotional materials must be professional and aimed at attracting outside visitors and maximum attendance to the event and to Las Vegas, New Mexico.
2. Contractor acknowledges the purpose of any and all marketing and promotion of events, brand and branding is to effectively entice maximum participation in and at an event, advertise distinct assets of Las Vegas and surrounding community and create professional materials that effectively orchestrate event attendance and progress the City as a tourist destination;

3. Contractor must include the official City logo adopted March 18, 2015 (“Official Logo”) or City Seal on all advertising and promotional materials and/or Billboards. The Official Logo or City Seal shall be the indication that funding was provided by the City of Las Vegas Lodgers Tax and the words “funding was provided by Lodgers Tax” shall not be required.
4. The Contractor agrees, upon demand of the City, to replace the vinyl on the billboards during the duration of the Contract. The City will fund any additional vinyls other than the initial fabrication, which initial vinyl is included in this Contract Price;
5. All invoices, supporting documents, and the appropriate detailed documentation from the Contractor must be submitted to the City no later than May 1, 2021. Detailed documentation includes invoices to the Contractor, tear-sheets, examples or copies of advertisements, etc. and assurance to City of the ads validity and publication;
6. Documents are to be submitted to the City of Las Vegas, Attn: Community Development-Marketing, 1700 N. Grand Avenue, Las Vegas, NM 87701;
7. Contractor must contact the Community Development Division of the City to schedule a Marketing Outcome Presentation;
8. The Contractor agrees it is an independent contractor and not an agent of the City;
9. Contractor agrees that if Contractor owes any amounts to any division within the City, such owed amounts will cause reimbursement to be delayed or withheld.

## **B. EXECUTION OF SCOPE OF WORK**

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

## **C. DELIVERABLES**

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

## **D. PAYMENT**

Payment to the Contractor shall be prorated from the date of this Contract through the end of the Contract and may be made on a quarterly or project basis based upon the

scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (I) Contractor name and address, (II) a description of the work performed or services acquired, (III) the amount of payment requested, and (IV) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, (V) any other detailed reporting as indicated in Addendum A attached and made a part of this document. The Contractor shall submit reports and original invoices to the City's Community Development Department with a copy to the City Manager's office.

#### **E. INSURANCE**

Contractor shall furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured. The endorsement shall include the relevant portions of the Contractor's insurance policy that shows the City as an additional insured.

#### **F. HOLD HARMLESS**

Contractor shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorney fees, witness fees, and/or actions of any kind or nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend the City shall not be affected or terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or errors or omissions to act occurring during the term of this Contract.

#### **G. DISCLOSURE TO THE CITY**

Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this Contract. In addition, at such times and in such form as the City Council may require, the Contractor shall furnish the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract and the Contractor will permit the City to audit, examine and make excerpts of transcripts from such records and make audit of all data relating to all matters covered by this Contract subject to the limitations set out above.

#### **H. NO FINANCIAL INTEREST**

No officer or employee of the City, or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract, shall have any direct personal financial interest in this Contract, and the Contractor shall take appropriate steps to ensure compliance.

#### **I. PREJUDICE**

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

#### **J. POLITICAL ACTIVITY**

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity or to further the election or defeat of any candidate for state, federal or local office.

#### **K. ASSIGNMENT**

Contractor shall not assign any interest in this Contract, excluding payments for services by the Contractor, as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City. Provided, however, that claims of money due, or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

**L. SUBJECT TO LAWS**

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

**M. NO FURTHER LIABILITY**

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

**N. JURISDICTION**

It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action arising under this Contract, will be within the jurisdiction of the Fourth Judicial District Court in San Miguel County, New Mexico, for all purposes.

**O. TERMINATION**

The City may, with or without cause, terminate this Contract at any time upon five (5) days written notice of termination given to the Contractor. In such an event, all finished or unfinished documents, data, studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without cause, terminate this Contract upon thirty (30) days written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

**P. ENTIRE AGREEMENT**

This Contract constitutes the entire Contract between the parties hereto; any prior contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

**Q. AMENDMENT**

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

**R. AUTHORITY TO BIND THE CITY**

Contractor shall not have the authority to enter into any Contract binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

**S. NOTICES**

Any notices required to be given under this contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

**T. BRIBERY AND KICKBACKS:**

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

#### **U. THIRD PARTY BENEFICIARIES**

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

#### **V. TERM**

The term of this Contract shall be June 1, 2021 thru May 31, 2022. 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.

#### **W. 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.

#### **X. APPEAL**

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

CITY OF LAS VEGAS

Approved By:

\_\_\_\_\_  
William Taylor, City Manager

Attest:

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

Approved as to legal sufficiency:

\_\_\_\_\_  
Scott Aaron, City Attorney

CONTRACTOR:

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_



June 28, 2020

John Goodwin  
Las Vegas First Independent Business Alliance  
Las Vegas, NM

Dear Mr. Goodwin:

Sun Vista Outdoor Advertising is a New Mexico veteran-owned business that was started in 2004. We currently have 53 billboards located on Interstates 40 and 25.

Attached are two proposals for right-hand-read billboards, one on each side of the US Highway 85 Interchange on I-40. The third proposal is for a cross-read Bonus Billboard with reduced pricing for leasing the first two billboards. There are also cross-read billboards available MP 200 just east of Moriarty.

The billboards that I am proposing for Las Vegas are some of the largest currently permitted in the state. The 21'8" x 35' billboards are known as "spectaculars" due to their size (758.33 square feet) and shape which are excellent at attracting travelers' attention. Also attached is a map showing locations of available right-hand and cross-read billboards. Please note that the prices shown on the attached proposals are the same for any of the available locations listed. Lighting is optional but recommended, especially in winter. The billboards in these proposals are very readable and have 500 feet or more between billboard structures so your message will be very visible.

Sun Vista has a billboard graphic artist who has been in the business for over 20 years and has designed many unique advertising campaigns for communities like Moriarty, Santa Rosa, and Tucumcari, as well as many other private businesses along I-40. Production cost for each of the 21'8" x 35' billboards includes artwork, printing of the vinyl, and posting, and is \$1,402.38 for less than a three-year contract. For a three-year contract I will waive the production cost. Also, Sun Vista and the printer will warrant the vinyls for three years against defects in material and a loss of 20% or more in color. If a vinyl needs to be replaced, the printer will print the original artwork and Sun Vista will post it at no charge.

Thank you for the opportunity to work with you on attracting travelers to the businesses in Las Vegas. I look forward to meeting with you and discussing this proposal as soon as it is possible. Please feel free to call me with questions.

Sincerely,

A handwritten signature in black ink that reads "David Raybould".

David Raybould  
Sun Vista Outdoor Advertising



**Proposed Billboard  
for  
Las Vegas First Independent Business Alliance**

**Direction of Travel:** Westbound 37 miles to US Highway 85 Interchange

**County:** Guadalupe

**Location:** .281 West of MP 293 on I-40 Right Read Sign

**Face Number:** 7800/7801 **Face Size:** 21'8" x 35' – 758.33 sq ft

**Production Cost:** \$1,402.38 – Sun Vista Outdoor will pay Production Costs on three year lease.

**Monthly Lease:** \$450.00  
**Lights:** 60.00 (dusk to dawn)  
**Tax: 7.875%** 40.16  
**Total:** \$550.16

**Traffic Count:** Annual Average Traffic Count for:  
2018 – 2,800,000 + Vehicles

**Visibility & Readability:** Excellent.





**Proposed Billboard  
for  
Las Vegas First Independent Business Alliance**

**Direction of Travel:** Eastbound

20 miles to US Highway 85 Interchange

**County:** Torrance

**Location:** .519 East of MP 236 on I-40

Right Read Sign

**Face Number:** 7196/7197

**Face Size:** 21'8" x 35' - 758.33 sq ft

**Production Cost:** \$1,402.38 - Sun Vista Outdoor will pay Production Costs on three year leases.

**Monthly Lease:** \$450.00

**Lights:** 60.00 (dusk to dawn)

**Tax: 7.875%** 40.16

**Total:** \$550.16

**Traffic Count:** Annual Average Traffic Count for:  
2018 - 2,800,000 + Vehicles

6,601.92  
1,402.38  
-----  
8,004.30  
x 2 = 16,008.60

**Visibility & Readability:** Excellent.





**Proposed Billboard  
For  
Las Vegas First Independent Business Alliance**

**Direction of Travel:** Eastbound

25 miles to US Highway 85 Interchange

**County:** Torrance

**Location:** .034 West of MP 221 on I-40

Cross Read Sign

**Face Number:** 7156

**Face Size:** 21'8" x 35' – 758.33 sq ft

**Production Cost:** \$1,402.38 – Sun Vista will pay Production Costs on three year leases.

**Monthly Lease:** \$225.00 - Bonus Billboard Pricing

**Lights:** 60.00 (dusk to dawn)

**Tax:** 7.875% 22.44

**Total:** \$307.44

**Traffic Count:** Annual Average Traffic Count for:  
2018 – 2,800,000 Vehicles

**Visibility & Readability:** Excellent.





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

**Meeting Date:** May 19, 2021

**Date Submitted:** 5/7/2021

**Department:** Community Development

**Item/Topic:** Request to publish Ordinance No. 21-12 Amending the Code of the City of Las Vegas Section 389-6 entitled "Exemptions". This ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City's home rule powers.

Ordinance No. 21-12 will remove Paragraph 389-6G which will then allow the City to collect Lodger's Tax on all rentals under the City's Lodging Tax Ordinance.

**Fiscal Impact:** City will now collect lodger's tax on all room rentals that do not meet other exemptions.

**Attachments:** Ordinance 21-12 and Section 389-6 of the City code.

**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 Attorney (Approved as to Form)

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

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

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

**CITY OF LAS VEGAS, NEW MEXICO**  
**Ordinance No. 21-12**

**AN ORDINANCE TO AMEND** the Code of the City of Las Vegas by amending Section 389-6(G), entitled "Exemptions". This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City's home rule powers.

**BE IT ENACTED** by the Governing Body of the City of Las Vegas as follows:

Section 1. The Code of the City of Las Vegas, Section 389-6(G) is hereby deleted in its entirety.

Section 2. Full Force and Effect. Except as specifically amended above, Section 389-6(A) through 389-6(F) shall remain in full force and effect.

Section 3. Severability. The provisions of this ordinance are declared to be severable, and if any portion of this ordinance, for any reason, is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 4. Effective Date. This ordinance shall become effective upon the execution by the Mayor and the affirmative vote of the majority of the Governing Body.

PASSED, ADOPTED and ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

Reviewed and approved as to legal sufficiency only:

\_\_\_\_\_  
Cassandra Fresquez, City Clerk

\_\_\_\_\_  
Scott Aaron, City Attorney

ORIGINAL

**§ 389-6. Exemptions.**

The occupancy tax shall not apply:

A. If a vendee:

- (1) Has been a permanent resident of the taxable premises for a period of at least 30 consecutive days; or
- (2) Enters into or has entered into a written agreement for lodgings at the taxable premises for a period of at least 30 consecutive days.

B. If the rent paid by the vendee is less than \$2 a day;

C. To lodging accommodations at institutions of the federal government, the state and/or political subdivision thereof;

D. To lodging accommodations at religious, charitable, educational, or philanthropic institutions, including without limitations such accommodations at summer camps operated by such institutions;

E. To clinics, hospitals or other medical facilities;

F. To privately owned and operated convalescent homes or homes for the aged, infirm, indigent or chronically ill; or

~~G. If the taxable premises does not have at least three rooms or three other units of accommodation for lodging.~~



## Approval Form

Date Submitted: 4-29-21

Department Submitting: Community Development Submitter: Bill Hendrickson

*Date Re-Submitted after Changes:* \_\_\_\_\_

Documents To Be Reviewed: Ordinance 389-6 Change Deadline: NA

Upon Completion and Approval of Review: *(Please indicate here if you want to pick-up your documents after step 1 is approved or have them delivered for you to the next approving step):*

Comments: Change is to allow lodger's tax of single bed BnB's

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

**Approved / Disapproved:** *(Reason for Disapproval):* \_\_\_\_\_

☐ *Changes:* \_\_\_\_\_ Date: \_\_\_\_\_

☒   
Scott Aaron, City Attorney Review

4/29/21  
Date

**Approved / Disapproved:** *(Reason for Disapproval):* \_\_\_\_\_

☒   
Finance Director

5-3-21  
Date

**Approved / Disapproved:** *(Reason for Disapproval):* \_\_\_\_\_

☒   
William Taylor, City Manager

5-3-21  
Date

☐ Picked Up By *(after CA review):* \_\_\_\_\_ Date: \_\_\_\_\_

☒ Hand Delivered By:  Date: 4/29/21

(1) Received By:  Dept: Finance Date: 4/30/21

(2) Received By: \_\_\_\_\_ Dept: \_\_\_\_\_ Date: \_\_\_\_\_

(3) Final Pick Up By: \_\_\_\_\_ Dept: \_\_\_\_\_ Date: \_\_\_\_\_



## 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

### Memo

From: Bill Hendrickson, Community Development Director

Date: 04/29/21

RE: Ordinance 389-6 Change to allow Lodger's Tax Collections for BnBs

Please review the attached ordinance change. This change removes the Exception, Paragraph G, that limits Lodger's Tax collection to premises of three rooms or more.

The Change will now allow tax collection from any rentals such as BnB's

Sign only the APPROVAL PAGE

David Ulibarri  
Councilor Ward 1

Michael L. Montoya  
Councilor Ward 2

Elaine Rodriguez  
Councilor Ward 3

David G. Romero  
Councilor Ward 4



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

**Meeting Date:** May 19, 2021

**Date Submitted:** 5/7/2020

**Department:** Community Development

**Item/Topic:** Approval of a contract between the City and TJM Construction for the replacement of the roof on the Westside Farmers Market building.

**Fiscal Impact:** \$48,771 + \$3/sqft for decking if required. Project is funded by \$48,000 through a Capital Outlay Grant. The overage will be paid out of the City General Fund.

**Attachments:** Copy of the Contract.

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

Approved For Submittal By:



Department Director



City Manager

Reviewed By:

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

\_\_\_\_\_  
City Attorney (Approved as to Form)

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

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

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

## **PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND TJM CONSTRUCTION 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 T.J.M. Construction LLC, a New Mexico limited liability company ("Contractor"), of 10 Gutierrez LN, Las Vegas, New Mexico 87701, on this \_\_\_\_\_ day of \_\_\_\_\_, 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 WORK:**

#### **PURPOSE**

The replacement of the asphalt shingle and corrugated metal roof for the West side farmers market Building in Las Vegas. Contractor shall provide all labor, equipment, tools, supervision, services, transportation, waste disposal, facilities and other miscellaneous material and items needed to install a (26ga) pro-panel metal roof. The Contractor is responsible to familiarize himself/herself with the site and point out any potential problems before starting the job. The Contractor shall only use colors selected by approved City representative for all roofing, paint, soffit and fascia materials.

1. The scope will encompass, but not be limited to, the removal and replacement of the damaged roofing material, substrate, fascia, etc. Before reroofing begins, Contractor will be responsible for scheduling inspections of decking with The City and agree upon areas that will need to be replaced prior to installing any new materials. Contractor shall include as an additive alternative in their bid submittal the square foot cost of deck replacement.
2. The removal of the existing roof system shall be coordinated with the installation of the new roof to prevent exposure to weather conditions and potential water infiltration into the building. Install Titanium Synthetic UDL50 Underlayment system in accordance with the requirements of the roofing manufacture. The work should included water and ice shield of bituminous membrane or equivalent over

sheathing at eaves from the edge of the roof line to 2 ft. up roof deck from the interior plane of the exterior wall.

3. Install new 1" x 6" pine fascia board to cover the ends of the rafter tails. Replace any severely defective, rotten and missing rafter tails as needed. Install metal flashing (drip edge) along roof perimeter and match material and finish unless otherwise indicated.

4. Repair lap siding on each gable of the building with compatible materials, clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease and apply primer and paint according to manufacturer's instructions.

5. Install rectangle aluminum gable vent on each side of the building fit to allow for proper attic ventilation.

**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 and Payment. \$48,771.00, please refer to Exhibit A.

B. Contractor agrees to notify the City per the **Additive Alternative in Exhibit A** in the event actual conditions are different than planned.

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

**3. TERM OF CONTRACT:** The term of this Agreement shall commence on the Effective Date, shall terminate upon Contractor successfully completing the Scope of Services to the City's satisfaction, in City's sole discretion, which shall be no later than July 31, 2021. 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 it, and it 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.

**6. PERMITTED WORK DAYS:** Contractor is permitted, and shall, work on Monday through Friday, but shall not perform any work at the Premises on any Saturday or Sunday. Contractor shall begin performing the services on June 1, 2021 and shall be completely finished no later than July 31, 2021. For each day past July 31, 2021 that Contractor fails to deliver a finished

product to the City, in City's sole discretion ("Contractor's Time Default"), Contractor shall pay the City a daily fine of \$250.00. Said fine shall be immediately due and owing upon the close of each business day until Contractor cures Contractor's Default.

**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. BOND.** Contractor shall carry a bond to cover the Compensation amount under this Agreement, and provide proof of such bond prior to providing any services under this Agreement.

**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 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. LIABILITY INSURANCE:** The Contractor must at all times maintain Liability Insurance which fully covers any and all actions and omissions of Contractor regarding the Property. 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, Section 41-4-1, et. seq. NMSA 1978, 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:

T.J.M Construction, LLC:

\_\_\_\_\_  
William Taylor, City Manager

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

\_\_\_\_\_  
Scott Aaron, City Attorney

Exhibit A

**THOMAS J MARTINEZ**

10 Gutierrez LN  
Las Vegas, NM 87701  
505-429-3070

**PROPERTY ADDRESS:**

City Of Las Vegas  
Farmers Market Building  
Las Vegas, NM 87701

**JOB DESCRIPTION:** Remove and replace metal roof on building. Install new soffit and fascia around the perimeter of building. Prep and paint gable ends on building.

| DESCRIPTION                                              | COST               |
|----------------------------------------------------------|--------------------|
| Removal of corrugated metal roof and underlying shingles | \$3,810.00         |
| Install 26-gauge metal roof 3,700 sq ft                  | \$22,200.00        |
| Install fascia 1 x 6 with metal flashing cover           | \$5,950.00         |
| Install soffit board around perimeter                    | \$8,040.00         |
| Gable end prep and paint                                 | \$5,000.00         |
|                                                          |                    |
| Total cost material and labor:                           | \$45,000.00        |
| TAXS.38%                                                 | \$3,771.00         |
| <b>TOTAL</b>                                             | <b>\$48,771.00</b> |
|                                                          |                    |
| additive alternative \$3.00 sq ft decking                |                    |

**THIS ESTIMATE IS FOR COMPLETING THE JOB ABOVE. IT IS BASED ON OUR EVALUATION AND THE COST DOES NOT INCLUDE MATERIAL PRICE INCREASE OR ADDITONAL LABOR OR MATERIAL MAY BE REQUIRED SHOULD UNFORSEEN PROBLEMS OR ADVERSE CONDITIONS ARISE AFTER THE WORK HAS STARTED.**

**ESTIMATED BY: Thomas J Martinez**



## Approval Form

Date Submitted: 4/19/21

Department Submitting: Community Dev. Submitter: Elias Trujillo

Date Re-Submitted after Changes: 5/6/21 - Resubmitted by Elias Trujillo for changes to term & adding language in damages.

Documents To Be Reviewed: Contract with LPM Con. Deadline: This Week

Upon Completion and Approval of Review: (Please indicate here if you want to pick-up your documents after step 1 is approved or have them delivered for you to the next approving step):

Comments: I have emailed you a word copy of the contract.

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

Approved / Disapproved: (Reason for Disapproval): \_\_\_\_\_

☐ Changes: \*requires Council approval \* Date: \_\_\_\_\_

☒ Scott Aaron Scott Aaron 5/7/2021 4/20/2021  
Scott Aaron, City Attorney Review Date

Approved / Disapproved: (Reason for Disapproval): \_\_\_\_\_

☒ [Signature]  
Finance Director Date

Approved / Disapproved: (Reason for Disapproval): 5-10-21

☒ William Taylor  
William Taylor, City Manager Date 5-10-21

☐ Picked Up By (after CA review): \_\_\_\_\_ Date: \_\_\_\_\_

☒ Hand Delivered By: Paulene Angullo Date: 4/20/21 5/10/21

Picked-up by Montana Baca Valeriu Macias  
(1) Received By: \_\_\_\_\_ Dept: \_\_\_\_\_ Date: \_\_\_\_\_

(2) Received By: \_\_\_\_\_ Dept: \_\_\_\_\_ Date: \_\_\_\_\_

(3) Final Pick Up By: \_\_\_\_\_ Dept: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 21-22**

**A RESOLUTION TO APPROVE THE SALE OF OBSOLETE CITY  
ASSETS AT AN ONLINE AUCTION.**

**WHEREAS**, the City of Las Vegas ("City") owns and possesses certain inventoried obsolete and surplus assets; and

**WHEREAS**, the City desires to hold an online auction to receive competitive bids for the obsolete and surplus assets; and

**WHEREAS**, the City desires to hold said online auction in the Spring of 2021; and

**WHEREAS**, the final approval for said online auction will be submitted to the Department of Finance for approval; and

**WHEREAS**, the City will benefit from the sale and disposal of the obsolete and surplus assets.

**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 sale of the inventoried obsolete and surplus assets.

APPROVED AND ADOPTED this \_\_\_\_ day of May ,2021.

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

ATTEST:

Reviewed and approved as to legal sufficiency only:

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

\_\_\_\_\_  
Scott Aaron, City Attorney



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

**Meeting Date:** May 19, 2021

**Date Submitted:** 5/5/2021

**Department:** Finance

**Item/Topic:** Approval of the resolution No. 21-21 to make budget adjustment for the 2020-2021 Fiscal Year. The City of Las Vegas is in need of making a budget adjustment in the 2020-2021 fiscal Year budget to include a revenue and expense increase to Fund 217 Special Legislative Appropriations in the amount of \$53,306.00. Fund 282 Senior Center in the amount of \$34,500.00. Fund 613 Waste Water Construction Fund in the amount of \$550,000.00.

**Fiscal Impact:** Fund 217 Special Legislative Appropriations a budget increase in the amount of \$53,306.00. Fund 282 ---Senior Center will have a budget increase in the amount of \$34,500.00. Fund 613— Waste Water Construction Fund in the amount of \$550,000.00.

**Attachments:** Resolution 21-21. New Mexico Environment Department Interim Loan Agreement Amendment No.2 City contract no. 3396-18. North Central New Mexico Economic Development District City Contract no. 3730-21. Agency: Aging and Long Term Services Department appropriation number; A19-D2072-154; A19-D2072-155; A19-D2072-156.

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

Approved For Submittal By:

  
Department Director  
  
City Manager

Reviewed By:

  
Finance Director  
  
City Attorney (Approved as to Form)

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

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

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

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

**A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE 2020-2021 FISCAL  
YEAR**

**WHEREAS**, the Governing Body of Las Vegas has developed a budget adjustment request for fiscal year 2020-21: and

**WHEREAS**, said budget was developed on the basis of increases in revenues, expenditures and transfers (in) out through cooperation with all user departments, elected officials and other department supervisors. please see attached schedule; and,

**WHEREAS**, the City of Las Vegas is in need of making a budget adjustment in the 2020-2021 fiscal Year budget to include a revenue and expense increase to Fund 217 Special Legislative Appropriations in the amount of \$53,306.00. Fund 282 Senior Center in the amount of \$34,500.00. Fund 613 Waste Water Construction Fund in the amount of \$550,000.00; and.

**WHEREAS**, the Governing Body finds that the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2020-21.

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

ACCEPTED AND OPTED this \_\_\_\_\_ day of May 2021.

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

ATTEST:

Reviewed and approved as to legal sufficiency only:

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

\_\_\_\_\_  
Scott Aaron, City Attorney



Dominic Chavez <dchavez@lasvegasnm.gov>

## Re: City of Las Vegas CWSRF 071 Amendment No. 2 is Executed

1 message

**Maria Gilvarry** <gilvarrym@lasvegasnm.gov>

Thu, Mar 4, 2021 at 12:57 PM

To: "Vigil-Hayes, Diane, NMENV" <Diane.Vigil-Hayes@state.nm.us>, NMENV-cpbinfo <NMENV-cpbinfo@state.nm.us>, "Telmo, Andrea, NMENV" <Andrea.Telmo@state.nm.us>

Cc: "williamtaylor@lasvegasnm.gov" <williamtaylor@lasvegasnm.gov>, "mcordova@lasvegasnm.gov"

<mcordova@lasvegasnm.gov>, Jesus Baquera <jbaquera@lasvegasnm.gov>, Irene Archuleta <irenea@lasvegasnm.gov>, Dominic Chavez <dchavez@lasvegasnm.gov>

Excellent news.

A big Thank You to Rhonda, Tye, Andrea, Diane and everyone that helped the city with this funding. We are greatly appreciative.

V/R

On Thu, Mar 4, 2021 at 12:35 PM Vigil-Hayes, Diane, NMENV <Diane.Vigil-Hayes@state.nm.us> wrote:

Hello Mr. Taylor, Mr. Cordova and Ms. Gilvarry:

The Amendment No. 2 for the City of Las Vegas has been executed, and the Promissory Note amended. I attach a copy for your records and future reference. The amendment no. 2 increases the loan and subsidy funding for total project funding of \$1,000,000.00. If you have any questions about the attached please reach out to me or the CPB Team at the information below. Thank you, Diane

*Diane Vigil-Hayes*

Loan Program Administrator

NM Environment Dept., Construction Programs Bureau

Harold Runnels Bldg.

P.O. Box 5469

Santa Fe, NM 87502-5469

Cell: 505-670-3571

diane.vigil-hayes@state.nm.us

or for CPB team: nmenv-cpbinfo@state.nm.us

<https://www.env.nm.gov/cpb/cpbtop.html>

Twitter: @NMEnvDep | #IamNMED

"Innovation, Science, Collaboration, Compliance"

NEW MEXICO ENVIRONMENT DEPARTMENT  
CONSTRUCTION PROGRAMS BUREAU  
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM

Agreement / Contract  
No. 3396-18  
City of Las Vegas  
Date

INTERIM LOAN AGREEMENT  
AMENDMENT No. 2

Borrower Name: City of Las Vegas

Loan No. CWSRF 071

The purpose of this Amendment No. 2 is to increase the Loan Funds Package to:

**Loan Principal: Eight Hundred Fifty Thousand Dollars (\$850,000.00)**

**Loan Subsidy: One Hundred Fifty Thousand Dollars (\$150,000.00)**

**Total Funding: One Million Dollars (\$1,000,000)**

This Amendment No. 2 to the Interim Loan Agreement is made and entered into this 4th day of March, 2021 by the New Mexico Environment Department (NMED) and the City of Las Vegas (Borrower) (collectively the Parties).

The Borrower has enacted Ordinances No's 17-11 and 20-18 approved on December 20, 2017 and February 10, 2021 which authorizes execution of the Agreement and all Amendments; authorizes the Borrower to accept loan funds from NMED; and irrevocably pledges the:

**Wastewater/Sewer Revenues**

for the repayment of this Amendment No. 2, the Agreement, and Note.

**Loan Terms:**

NMED and the Borrower entered into an Agreement on February 2, 2018. It has become necessary to make changes to the Agreement. Increasing the funding amount will allow for the completion of this project. All conditions of the Agreement not identified in this Amendment No. 2 remain the same.

The Parties mutually agree to the following Agreement changes:

**SECTION III. Loan Amount:**

NMED agrees to loan the Borrower to pay for approved costs to plan, acquire, and construct the Project, in an amount not to exceed: **Eight Hundred Fifty Thousand Dollars (\$850,000.00)** at Zero Percent interest (0%) annually upon the terms and conditions in this Agreement and the most recent Promissory Note.

Provided the Borrower complies with the Project Conditions and the Loan Subsidy Grant Requirements, the loan and grant subsidy amount will be available until February 2, 2022.

**SECTION IV. Loan Subsidy Grant Award Amount:**

NMED has received a federal grant award from the Environmental Protection Agency (EPA). Subject to the terms and conditions set forth in this Agreement Amendment, NMED agrees to award the Borrower a grant funded from NMED's federal grant award to pay for approved costs to plan, acquire, and construct the Project, in an amount not to exceed: **One Hundred Fifty Thousand Dollars (\$150,000)** Grant Subsidy. By executing this Loan Agreement and accepting Grant Subsidy funds, the Borrower is a sub-recipient of the federal grant award and subject to the EPA Sub-recipient Conditions enumerated in Section VI.

Loan Subsidy will be applied when thirty five percent (35%) of total funding package has been expended. Loan subsidy will be fully expended; remaining disbursement will be paid as loan.

**THE PARTIES AGREE** that this Amendment No. 2 becomes effective upon execution by NMED Secretary.

IN WITNESS WHEREOF, the Borrower and NMED execute this Amendment No. 2 and has been approved by:

By executing this Amendment No. 2, the undersigned represents that he/she is duly authorized to act on behalf of the Borrower.

BY: William Taylor Print Name: William Taylor  
Signature of duly authorized Borrower Official  
(City of Las Vegas)

TITLE: City Manager DATE: 2-26-21

Attest: (Seal)

Carol Fugue  
Signature of Witness

City Clerk DATE: 2/26/2021  
Title

New Mexico Environment Department  
Wastewater Facility Construction Loan Program  
Clean Water State Revolving Loan Fund

BY: Rebecca Roose Digitally signed by Rebecca Roose  
Date: 2021.03.04 08:14:23 -07'00'  
Rebecca Roose, Water Protection Division Director  
Signed pursuant to September 14, 2020 Secretary of the Environment Delegation Order

**AMENDED PROMISSORY NOTE #1  
For Loan Amendment #2**

**To the New Mexico Environment Department (NMED)  
Clean Water State Revolving Loan Fund (CWSRF)  
-also known as-  
Wastewater Facility Construction Loan Program**

**Date** March 4, 2021

**FOR VALUE RECEIVED, the City of Las Vegas (Borrower) promises to pay the NMED at:**

**New Mexico Environment Department  
Construction Programs Bureau  
1190 S. St. Francis Drive  
P.O. Box 5469  
Santa Fe, New Mexico 87502-5469**

**or by electronic funds transfer (EFT)**

**or at such other place as NMED may hereafter designate in writing, the principal amount of**

**Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00)**

or so much of that amount as has been paid by NMED to the Borrower pursuant to the terms of the Interim Loan Agreement (Agreement) or any amendment to the Agreement for Loan Number CWSRF 071 between NMED and the Borrower dated March 4th, 2021 plus Zero Percent(0) project interest annually from the date of each respective disbursement annually until paid in full.

The principal plus interest due, if applicable, and payable on this Note shall be payable as follows: Principal loaned, and the subsequent interest shall be due and paid according to the Final Promissory Note as described.

**Repayment Rate and Schedule**

Annual principal and interest payments will commence not later than one year after completion of the project and shall be paid in annual installments due on the anniversary of the first annual installment. A Final Promissory Note will be processed and executed, and the Agreement will be amended and executed as a Final Loan Agreement to reflect the final amount loaned by NMED to Borrower. The principal amount of the Final Promissory Note and Agreement, as amended, will be an amount equal to that loaned and paid to Borrower under this Note.

### **Source of Repayment**

The Borrower is giving a security interest by dedicating the Pledged Funds. The Pledged Funds are defined as:

### **Wastewater/Sewer Revenues**

Except as stated in the Ordinance, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

### **Assignment**

No assignment by NMED of the right to receive payments under this Note shall affect the Borrower's obligations or rights other than to make payments either by EFT or at the address designated by NMED to the Borrower in writing.

### **Collection and Default**

At the option of NMED, any amount paid by NMED to collect amounts due under this Note or to preserve or protect NMED's rights under the Agreement shall become a part of, and bear interest at the interest rate as set forth in the previous REPAYMENT RATE AND SCHEDULE section above and shall become immediately due and payable by the Borrower to NMED upon demand by NMED. Events of default and remedies upon an event of default as described in the Agreement in COVENANTS are incorporated herein by reference.

### **Prepayment**

The Borrower may prepay all or any part of the principal of this Note without penalty. Extra payments, shall, after payment of interest due, be applied to the reduction of principal. After any prepayment of principal, the Borrower shall continue to pay the amounts listed in the Agreement and Final Promissory Note until the entire principal and interest are paid in full.

### **Authority**

This Note is authorized by the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, the New Mexico Environment Department Regulations, 20.7.6 – 20.7.7 NMAC, and the Borrower's Ordinance No.s 17-11 and 20-18.

**This Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall this Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment of the principal or interest on the Agreement or Note.**

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and effective as of the date listed below by the Borrower.

William Taylor  
(Borrower's authorized signature) City of Las Vegas

William Taylor  
(Borrower's printed name)

City Manager  
(Title)

2-21-21  
(Date)

State of New Mexico

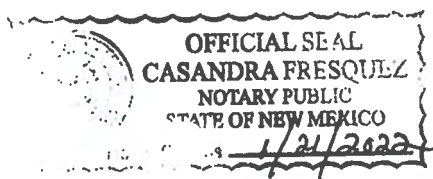
County of San Miguel

Signed or attested before me on 2/21/2021 by William Taylor  
(date) (Witness)

(Seal, if any)

Casandra Fresquez  
(Signature of notary officer)

My commission expires: 1/21/2022



Agreement / Contract

No. 3730-21

City of Las Vegas

Date

Contract No. 2020-21 -- 68049-54050-SA

**North Central New Mexico Economic Development District  
Non-Metro Area Agency on Aging**

**GRANT AGREEMENT  
ONE-TIME SPECIAL APPROPRIATION**

This grant agreement is made by and between North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and City of Las Vegas, hereinafter referred to as the "Subrecipient Contractor".

North Central New Mexico Economic Development District (NCNMEDD) received a grant award from the Aging and Long-Term Services Department for the administration of the Area Agency on Aging in Planning and Service Area 2, 3, and 4 of New Mexico.

A subaward of \$34,500.00 from this grant is made to Subrecipient Contractor for the purchase of equipment/supplies in the areas of technology, kitchen, and/or safety. The full amount of the award will be disbursed to the Subrecipient via ACH upon receipt of timely and accurate information necessary for reimbursement.

Subrecipient must utilize all funding as soon as possible but no later than **June 30, 2021**.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective April 1, 2021.

City of Las Vegas Senior Center  
Legal Name of Subrecipient Contractor

NCNMEDD Non-Metro Area Agency on Aging  
Name of Area Agency on Aging

William Taylor  
Signature

Monica Abeita  
Signature

Dr. William Taylor  
Printed/Typed Name of Signatory

Monica Abeita, Executive Director  
Printed/Typed Name of Signatory

4/30/21  
Date

04-01-2021  
Date

282

AGENCY: AGING AND LONG TERM SERVICES DEPARTMENT

APPROPRIATION RECIPIENT:

Grantee: City of Las Vegas

Name: Ann Marie Gallegos / Title: Interim City Manager

Address: 1700 North Grand, Las Vegas, NM 87701

Email: amgallegos@lasvegasnm.gov / Telephone: (505) 425-9139

APPROPRIATION NUMBER:

**A19-D2072 - 154**

APPROPRIATION AMOUNT:

**\$16,602.00**

TERMINATION DATE:

**June 30<sup>th</sup>, 2023**

APPROPRIATION LANGUAGE

**In Laws 2019, Chapter 277, Section 4, Paragraph 64 to purchase commercial kitchen equipment and fitness equipment for the San Miguel Senior center in the City of Las Vegas. (Grant funds unexpended by June 30<sup>th</sup>, 2023 will be reverted to the State of New Mexico's general fund.)**

CERTIFICATION

I hereby certify that the **City of Las Vegas**

1. Will only use the appropriation funds for permissible purposes as described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Agency Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Agency will review these documents to ensure all reimbursed expenses reflect the intent and purposed of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is June 30<sup>th</sup>, 2020. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

Ann M. Gallegos / Interim City Manager Ann M. Gallegos 11/15/19  
Grantee Chief Elected Official Signature Printed Name Date

AUTHORITY

State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law. I hereby approve this certification for appropriation number

**Project #A19-D2072 - 154 San Miguel Senior center - kitchen and fitness equipment - \$16,602.00**

[Signature] 11/22/19  
Agency Designee signature Date

AGENCY: AGING AND LONG TERM SERVICES DEPARTMENT

APPROPRIATION RECIPIENT:

Grantee: City of Las Vegas

Name: Ann Marie Gallegos / Title: Interim City Manager

Address: 1700 North Grand, Las Vegas, NM 87701

Email: amgallegos@lasvegasnm.gov / Telephone: (505) 425-9139

APPROPRIATION NUMBER:

**A19-D2072 - 155**

APPROPRIATION AMOUNT:

**\$13,102.00**

TERMINATION DATE:

**June 30<sup>th</sup>, 2023**

APPROPRIATION LANGUAGE

In Laws 2019, Chapter 277, Section 4, Paragraph 64 to purchase refrigerator, tables, chairs, and fitness equipment for the Pecos Senior center in the City of Las Vegas. (Grant funds unexpended by June 30<sup>th</sup>, 2023 will be reverted to the State of New Mexico's general fund.)

CERTIFICATION

I hereby certify that the City of Las Vegas

1. Will only use the appropriation funds for permissible purposes as described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Agency Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Agency will review these documents to ensure all reimbursed expenses reflect the intent and purposed of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is June 30<sup>th</sup>, 2020. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

Ann M. Gallegos / Interim City Manager  
Grantee Chief Elected Official Signature / Printed Name

11/15/19  
Date

AUTHORITY

State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law. I hereby approve this certification for appropriation number

**Project #A19-D2072 - 155 Pecos Senior center - fitness equipment, table, chairs & frig - \$13,102.00**

[Signature]  
Agency Designee signature

11/22/19  
Date

AGENCY: AGING AND LONG TERM SERVICES DEPARTMENT

APPROPRIATION RECIPIENT:

Grantee: City of Las Vegas

Name: Ann Marie Gallegos / Title: Interim City Manager

Address: 1700 North Grand, Las Vegas, NM 87701

Email: amgallegos@lasvegasnm.gov / Telephone: (505) 425-9139

APPROPRIATION NUMBER:

**A19-D2072 - 156**

APPROPRIATION AMOUNT:

**\$23,602.00**

TERMINATION DATE:

**June 30<sup>th</sup>, 2023**

APPROPRIATION LANGUAGE

In Laws 2019, Chapter 277, Section 4, Paragraph 64 to purchase fitness equipment, kitchen equipment, table, chairs, sink for the Las Vegas Senior center in the City of Las Vegas. (Grant funds unexpended by June 30<sup>th</sup>, 2023 will be reverted to the State of New Mexico's general fund.)

CERTIFICATION

I hereby certify that the City of Las Vegas

1. Will only use the appropriation funds for permissible purposes as described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Agency Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Agency will review these documents to ensure all reimbursed expenses reflect the intent and purposed of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is June 30th, 2020. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

Ann M. Gallegos, Interim City Manager Ann M. Gallegos  
Grantee Chief Elected Official Signature / Printed Name

11/15/19  
Date

AUTHORITY

State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law. I hereby approve this certification for appropriation number

**Project #A19-D2072 - 156 Las Vegas Senior center - fitness & kitchen equipment - \$23,602.00**

L. O. J. J. J.  
Agency Designee signature

11/22/19  
Date

Good morning, Can you please assist me in what I need to do next? You mentioned last week that you did not show funds obligated nor spent. Thank you

[Quoted text hidden]

[Quoted text hidden]

Saavedra, Ernest, ALTSD <Ernest.Saavedra@state.nm.us>  
To: Wanda Salazar <wsalazar@lasvegasnm.gov>  
Cc: "Chavez, Elizabeth, ALTSD" <Elizabeth.Chavez@state.nm.us>

Mon, Apr 26, 2021 at 9:58 AM

I am going through the files right now and will be sending you the amount that still need to be obligated here shortly.

Ernest "Adam" Saavedra

ALTSD Capital Outlay Financial Coordinator

2550 Cerrillos Rd., Santa Fe, NM 87505

P.O. Box 27118, Santa Fe, NM 87502

Cell Phone 505-490-3367

[Quoted text hidden]

Saavedra, Ernest, ALTSD <Ernest.Saavedra@state.nm.us>  
To: Wanda Salazar <wsalazar@lasvegasnm.gov>  
Cc: "Chavez, Elizabeth, ALTSD" <Elizabeth.Chavez@state.nm.us>

Mon, Apr 26, 2021 at 10:08 AM

Good morning Wanda,

A19D2019-154 has \$10,681.14 obligated and still has \$5,920.86 left to obligate. - *SMiguel*

A19D2019-155 has \$3,112.50 obligated and still has \$9,998.50 to obligate. - *Pecos*

A19D2019-156 has \$12,724.90 obligated and still has \$10,877.10. - *Las Vegas*

Thank you,

Ernest "Adam" Saavedra

ALTSD Capital Outlay Financial Coordinator

2550 Cerrillos Rd., Santa Fe, NM 87505

P.O. Box 27118, Santa Fe, NM 87502

Cell Phone 505-490-3367

[Quoted text hidden]

*217 - 0000 - 780 - 8042*



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

**Meeting Date:** May 19, 2021

**Date Submitted:** 5/13/21

**Department:** Executive

**Item/Topic:** Request approval to hire a full time Public Information Officer (PIO). At the May 12, 2021 Council meeting, Council agreed that a full time PIO position is needed to effectively communicate information to the public.

**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 Attorney (Approved as to Form)

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

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

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



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

**Meeting Date:** May 19, 2021

**Date Submitted:** 5/11/2021

**Department:** Human Resource

**Item/Topic:** Request approval for an additional salary increase of seventy-five cents (\$0.75) to the regular hourly rate of pay for members of the Las Vegas Police Officer's Association (LVPOA) Fraternal Order of Police (FOP) Lodge No. 20. The salary increase will be effective the first full pay period after Council's approval.

**Fiscal Impact:** The fiscal impact for the remainder of FY21 will be approximately \$5,274. This amount does not include the increase for overtime calculations.

**Attachments:** N/A

**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:

*Donna M. Castro*

Department Director

*William Taylor*

City Manager

Reviewed By:

Finance Director

*Scott O'Neal*

City Attorney (Approved as to Form)

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

Resolution No. \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Approved \_\_\_\_\_

Continued To: \_\_\_\_\_

Referred To: \_\_\_\_\_

Denied \_\_\_\_\_

Other \_\_\_\_\_



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

**Meeting Date:** May 19, 2021

**Date Submitted:** 5/11/2021

**Department:** Finance

**Item/Topic:** Budget Hearing/Presentation/Discussion FY2021-FY2022

**Fiscal Impact:** FY 22 Revenues \$40,845,587; Expenditures \$55,327,553

**Attachments:** FY 22 Recap sheet. General Fund, Correction, EMS, Economic Development, Fire Protection, LERF, Lodgers' Tax, Municipal Street, Recreation, Intergovernmental Grants, Senior Center, Other, Capital Project, Revenue Bonds, Debt Service, Enterprise Funds, Transportation, and Internal Service.

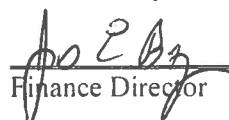
**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

Approved For Submittal By:

 5-11-21  
Department Director

  
City Manager

Reviewed By:

 5-11-21  
Finance Director

City Attorney (Approved as to Form)

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

Resolution No. \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Approved \_\_\_\_\_

Referred To: \_\_\_\_\_

Continued To: \_\_\_\_\_

Denied \_\_\_\_\_

Other \_\_\_\_\_

New Mexico Department of Finance and Administration  
Local Government Division  
Budget Request Recapitulation

MUNICIPALITY:  
City of Las Vegas

Fiscal Year 2022

ROUNDED TO NEAREST DOLLAR

| FUND TITLE                    | FUND NUMBER | UNAUDITED BEGINNING CASH BALANCE @ JULY 1 | INVESTMENTS | BUDGETED REVENUES | BUDGETED TRANSFERS | BUDGETED EXPENDITURES | ESTIMATED ENDING CASH BALANCE | LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING | ADJUSTED ENDING CASH BALANCE |
|-------------------------------|-------------|-------------------------------------------|-------------|-------------------|--------------------|-----------------------|-------------------------------|------------------------------------------------------|------------------------------|
| GENERAL FUND - Operating (GF) | 101         | \$6,312,415                               | \$1,619,693 | 11,807,444        | 892,352            | 12,562,062            | \$6,285,138                   | 1,046,839                                            | \$5,238,299                  |
| CORRECTION                    | 201         | \$97,053                                  | \$0         | 55,000            | 0                  | 55,000                | \$97,053                      |                                                      | \$97,053                     |
| EMS                           | 206         | \$34,725                                  | \$0         | 7,707             | 0                  | 7,707                 | \$34,725                      |                                                      | \$34,725                     |
| ECONOMIC DEVELOPMENT          | 207         | \$506,529                                 | \$0         | 4,500             | 0                  | 200,000               | \$311,029                     |                                                      | \$311,029                    |
| FIRE PROTECTION FUND          | 203         | \$60,446                                  | \$0         | 208,613           | 33,528             | 175,085               | \$60,446                      |                                                      | \$60,446                     |
| LEPF                          | 215         | \$4,844                                   | \$0         | 38,600            | 28,048             | 10,552                | \$4,844                       |                                                      | \$4,844                      |
| LODGERS' TAX                  | 202         | \$572,881                                 | \$0         | 280,000           | 40,002             | 220,482               | \$592,398                     |                                                      | \$592,398                    |
| MUNICIPAL STREET              | 216         | \$897,639                                 | \$0         | 1,011,000         | 15,654             | 1,452,623             | \$440,361                     |                                                      | \$440,361                    |
| RECREATION                    | 280         | \$29,066                                  | \$0         | 234,000           | (395,686)          | 658,752               | 0                             |                                                      | 0                            |
| INTERGOVERNMENTAL GRANTS      | 218         | \$50,044                                  | \$0         | 213,929           | (33,000)           | 249,289               | \$47,685                      |                                                      | \$47,685                     |
| SENIOR CITIZEN                | 282         | \$172,058                                 | \$0         | 1,059,597         | (75,000)           | 1,059,597             | \$247,058                     |                                                      | \$247,058                    |
| OTHER                         | 299         | \$564,176                                 | \$0         | 343,945           | (25,000)           | 696,476               | \$236,645                     |                                                      | \$236,645                    |
| CAPITAL PROJECT FUNDS         | 300         | \$2,769,996                               | \$0         | 3,251,851         | 330,796            | 4,526,259             | \$1,164,791                   |                                                      | \$1,164,791                  |
| REVENUE BONDS                 | 402         | \$1,219,068                               | \$0         | 357,596           | (253,450)          | 480,447               | \$1,349,667                   |                                                      | \$1,349,667                  |
| DEBT SERVICE OTHER            | 403         | \$4,374,292                               | \$0         | 10,050            | (2,534,787)        | 1,892,402             | \$5,026,727                   |                                                      | \$5,026,727                  |
| ENTERPRISE FUNDS              | 500         |                                           |             |                   |                    |                       | \$0                           |                                                      |                              |
| Water Fund                    | 640         | \$11,193,743                              | \$556,157   | 8,605,120         | 1,273,498          | 13,249,901            | \$5,831,621                   |                                                      | \$5,831,621                  |
| Solid Waste                   | 630         | \$3,005,832                               | \$0         | 3,405,400         | 1,156,615          | 3,754,506             | \$1,500,111                   |                                                      | \$1,500,111                  |
| Waste Water                   | 610         | \$1,195,976                               | \$888,738   | 4,142,600         | 1,131,230          | 4,975,111             | \$120,973                     |                                                      | \$120,973                    |
| Gas                           | 620         | \$6,470,898                               | \$1,935,412 | 5,440,000         | 612,500            | 6,359,842             | \$6,873,968                   |                                                      | \$6,873,968                  |
| Transportation                | 231         | \$9,185                                   | \$0         | 366,636           | (87,000)           | 420,621               | \$42,200                      |                                                      | \$42,200                     |
| Housing                       | 652         | \$143,373                                 | \$0         | 0                 | (150,000)          | 0                     |                               |                                                      | \$0                          |
| INTERNAL SERVICE FUNDS        | 336,545,546 | \$500,477                                 | \$0         | 2,000             | (1,960,300)        | 2,320,839             | \$141,939                     |                                                      | \$141,939                    |
|                               |             |                                           |             |                   |                    |                       | \$0                           |                                                      |                              |
| Grand Total                   |             | \$40,184,718                              | \$5,000,000 | \$40,845,587      | (\$0)              | \$55,327,553          | \$30,409,379                  | \$1,046,839                                          | \$29,362,541                 |

Check ☐ if this form is a revision

Revision No: \_\_\_\_\_

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

Form revised: 02/20/2008 (MAO)

**General Fund Budget  
Revenue, Expenditures and Transfers Summary  
FY 2022**

**General Fund 101 (11000)**

| Revenues                       | Budget<br>2019    | Budget<br>2020    | Budget<br>2021    | Budget<br>2022    | FY22 vs FY21     |
|--------------------------------|-------------------|-------------------|-------------------|-------------------|------------------|
| 410 Taxes                      | 9,439,100         | 9,493,497         | 8,581,536         | 9,898,994         | 1,317,458        |
| 420 Local-License Fees         | 81,000            | 63,000            | 47,000            | 63,000            | 16,000           |
| 430 Intergovernmental Revenues | 75,144            | 76,500            | 72,500            | 76,500            | 4,000            |
| 440 Local-Fines                | 66,500            | 66,500            | 60,000            | 101,500           | 41,500           |
| 450 Local-Misc                 | 1,634,300         | 1,647,450         | 1,627,000         | 1,647,450         | 20,450           |
| Total Interest Earned          | 15,000            | 20,000            | 20,000            | 20,000            | -                |
| <b>Total Gen. Fund Rev.</b>    | <b>11,311,044</b> | <b>11,366,947</b> | <b>10,408,036</b> | <b>11,807,444</b> | <b>1,399,408</b> |
|                                |                   |                   |                   | 3.73%             |                  |

| Expenditures                              | Budget<br>2019    | Budget<br>2020    | Budget<br>2021    | Budget<br>2022    |                  |
|-------------------------------------------|-------------------|-------------------|-------------------|-------------------|------------------|
| 4100 Judicial                             | 294,648           | 300,157           | 297,042           | 343,535           | 46,493           |
| 4200 Executive                            | 394,595           | 0                 | 0                 | 0                 | 0                |
| 4210 Governing Body                       | 73,038            | 72,409            | 62,282            | 62,382            | 100              |
| 4220 Mayor                                | 60,736            | 43,484            | 97,561            | 165,113           | 67,552           |
| 4230 City Manager                         |                   | 264,452           | 222,177           | 225,103           | 2,926            |
| 4300 City Clerk                           | 222,499           | 270,729           | 257,642           | 300,313           | 42,671           |
| 4400 City Attorney                        | 230,454           | 218,052           | 226,928           | 230,016           | 3,087            |
| 4500 Personnel/Human Resources            | 245,259           | 249,961           | 320,033           | 326,036           | 6,003            |
| 4600 Finance                              | 467,223           | 475,653           | 540,065           | 645,125           | 105,060          |
| 4700 Community Development                | 528,706           | 506,791           | 557,227           | 716,528           | 159,301          |
| <b>Finance &amp; Administration Total</b> | <b>1,694,141</b>  | <b>2,401,686</b>  | <b>2,580,957</b>  | <b>3,014,149</b>  | <b>433,191</b>   |
| 4800 Police                               | 4,004,680         | 4,277,031         | 3,919,103         | 4,281,916         | 362,813          |
| 4810 Code Enforcement                     | 150,333           | 132,039           | 80,816            | 9,900             | -70,916          |
| 4900 Animal Shelter                       | 135,490           | 150,424           | 146,450           | 262,438           | 115,988          |
| 5000 Fire                                 | 1,357,467         | 1,384,729         | 1,446,317         | 1,580,346         | 134,029          |
| <b>Public Safety Total</b>                | <b>5,647,971</b>  | <b>5,944,222</b>  | <b>5,592,686</b>  | <b>6,134,600</b>  | <b>541,914</b>   |
| 5100 Public Works/Airport                 | 450,833           | 487,071           | 479,693           | 520,764           | 41,071           |
| 5110 Parks                                | 290,709           | 290,323           | 435,992           | 502,906           | 66,914           |
| 5200 Library                              | 200,046           | 232,272           | 188,488           | 271,283           | 82,795           |
| 5300 Museum                               | 148,116           | 154,939           | 148,881           | 168,011           | 19,130           |
| <b>Culture &amp; Recreation</b>           | <b>1,089,703</b>  | <b>1,164,605</b>  | <b>1,253,054</b>  | <b>1,462,964</b>  | <b>209,910</b>   |
| 5400 General Services (other Misc.)       | 2,651,250         | 2,723,568         | 1,885,349         | 1,950,349         | 65,000           |
| Salary Contingency                        | -                 | -                 |                   |                   |                  |
| <b>Miscellaneous</b>                      | <b>2,651,250</b>  | <b>2,723,568</b>  | <b>1,885,349</b>  | <b>1,950,349</b>  | <b>65,000</b>    |
| <b>Total Gen. Fund Exp.</b>               | <b>11,772,309</b> | <b>12,234,081</b> | <b>11,312,046</b> | <b>12,562,062</b> | <b>1,250,016</b> |
|                                           | 6.72%             | 10.24%            |                   | 2.61%             |                  |

| Transfers                            | Budget<br>2019 | Budget<br>2020 | Budget<br>2021 | Budget<br>2022 |
|--------------------------------------|----------------|----------------|----------------|----------------|
| <b>890 Total Gen. Fund Transfers</b> | <b>739,667</b> | <b>756,667</b> | <b>994,991</b> | <b>892,352</b> |

**Net Rev., Trfrs & Exp.**                      **(1,200,932)**   **(1,623,801)**   **(1,899,000)**   **(1,646,970)**

**City of Las Vegas**  
**FY2022 Budget**

**ENTERPRISE FUNDS BUDGET**

| REVENUE             | FY2019      | FY2020      | FY2021      | FY2022      |
|---------------------|-------------|-------------|-------------|-------------|
| WASTE WATER (610)   | 2,966,100   | 2,966,800   | 3,143,800   | 4,142,600   |
| GAS (620)           | 5,036,000   | 5,036,000   | 5,036,000   | 5,440,000   |
| SOLID WASTE (630)   | 3,419,400   | 3,413,400   | 3,394,107   | 3,405,400   |
| WATER (640)         | 5,138,950   | 5,172,720   | 5,172,720   | 8,605,120   |
| TOTAL REVENUE       | 16,560,450  | 16,588,920  | 16,746,627  | 21,593,120  |
| <b>EXPENDITURES</b> |             |             |             |             |
| WASTE WATER (610)   | 3,317,958   | 3,656,737   | 3,225,006   | 4,975,111   |
| GAS (620)           | 6,179,773   | 6,082,679   | 6,084,827   | 6,359,842   |
| SOLID WASTE (630)   | 3,760,097   | 3,781,260   | 4,205,030   | 3,754,506   |
| WATER (640)         | 4,707,663   | 5,488,886   | 5,645,564   | 13,249,901  |
| TOTAL EXPENSE       | 17,965,491  | 19,009,562  | 19,160,427  | 28,339,360  |
| NET                 | (1,405,041) | (2,420,642) | (2,413,800) | (6,746,240) |

**RECREATION DEPARTMENT**

| REVENUE               | FY2019   | FY2020   | FY2021  | FY2022   |
|-----------------------|----------|----------|---------|----------|
| WELLNESS CENTER       | 115,000  | 115,000  | 60,000  | 114,217  |
| OPEN SWIM             | 20,000   | 10,000   | 0       | 9,932    |
| YABL BASKETBALL       | 16,500   | 16,500   | 5,000   | 16,388   |
| SUMMER FUN            | 26,000   | 30,000   | 2,500   | 29,796   |
| RECREATION OTHER      | 85,000   | 62,500   | 11,500  | 62,075   |
| GENERAL FUND TRANSFER | 400,000  | 400,000  | 302,700 | 395,686  |
| TOTAL REVENUE         | 662,500  | 634,000  | 381,700 | 629,686  |
| <b>EXPENDITURES</b>   |          |          |         |          |
| EMPLOYEE EXP          | 633,166  | 619,444  | 282,072 | 565,733  |
| YABL BASKETBALL       | 8,500    | 8,500    | 1,500   | 7,763    |
| OTHER OPERATING EXP   | 95,350   | 89,585   | 103,135 | 81,817   |
| CAPITAL OUTLAY        | 9,500    | 3,765    | 2,800   | 3,439    |
| TOTAL EXPENSE         | 746,516  | 721,294  | 389,507 | 658,752  |
| NET                   | (84,016) | (87,294) | (7,807) | (29,066) |

**LODGERS TAX**

| REVENUE                    | FY2019    | FY2020    | FY2021   | FY2022  |
|----------------------------|-----------|-----------|----------|---------|
| TAX PROMO                  | 280,000   | 301,600   | 89600    | 224,000 |
| TAX INFRASTRUCTURE         | 70,000    | 75,400    | 22400    | 56,000  |
| TOTAL REVENUE              | 350,000   | 377,000   | 112000   | 280,000 |
| <b>EXPENDITURES</b>        |           |           |          |         |
| EMPLOYEE EXP               | 41,679    | 42,389    | 2,992    | 16,884  |
| OPERATING EXPENSES         | 23,696    | 24,100    | 12,328   | 9,600   |
| PUBLICATIONS & ADVERTISING | 138,539   | 140,900   | 65,000   | 56,124  |
| CONTRACTUAL SERVICES       | 225,220   | 229,738   | 10,000   | 67,441  |
| CAPITAL OUTLAY             | 75,119    | 76,400    | 42,000   | 30,432  |
| TRANSFERS                  | 40,000    | 40,000    | 40,002   | 40,002  |
| TOTAL EXPENSE              | 544,253   | 553,527   | 172,322  | 220,482 |
| NET                        | (194,253) | (176,527) | (60,322) | 59,518  |