



City of Las Vegas

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

Mayor Louie A. Trujillo

**CITY OF LAS VEGAS
SPECIAL CITY COUNCIL MEETING
September 22, 2021–Wednesday– 4:00 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

Public comments can be made in person at the meeting **OR** submitted in writing to the City Clerk no later than 3:00 p.m. on September 22, 2021, via email to cfresquez@lasvegasnm.gov or faxed to (505) 425-7335.

AGENDA

*City Council Meetings are
Available via YouTube*

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

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)** Public Input submitted to the City Clerk via email or fax will be read into the record.
- VII. APPROVAL OF MINUTES (September 8, 2021)**
- VIII. BUSINESS ITEMS**
 1. Discussion/Direction on prior Fiscal Year 2021 MainStreet Contract.

Leo Maestas, City Manager Discussion on deliverables from the last contract.

2. Request approval of MainStreet Fical Year 2022 Contract.

Leo Maestas, City Manager MainStreet de Las Vegas is a non-profit corporation, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts.

IX. EXECUTIVE SESSION

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

X. ADJOURN

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas website and to be broadcast on YouTube.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701 or the City's website at www.lasvegasnm.gov

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD
ON WEDNESDAY, SEPTEMBER 8, 2021 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS.**

MAYOR: Louie A. Trujillo

COUNCILORS: David G. Romero
Elaine Rodriquez ***ABSENT***
Michael L. Montoya
David A. Ulibarri, Jr.

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

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo took a moment to remember those who have passed away in our community, and asked for a moment of silence for Cathy Loera Lucero and Mary Dell Gutierrez. Mayor Trujillo also asked for a moment of silence for those sick with COVID, also to keep people safe and help people heal.

APPROVAL OF AGENDA

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

David A. Ulibarri Jr.	Yes	Michael L. Montoya	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

Pat Leahan gave public input regarding the Charter Commission and concerns for the suggested amendments to the City Charter.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

- Appointment of Pat Leahan to the Youth Commission.

Councilor Romero made a motion to approve the appointment of Pat Leahan to the Youth Commission. Councilor Ulibarri Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David G. Romero	Yes
David A. Ulibarri Jr.	Yes		

City Clerk Fresquez advised the motion carried.

A proclamation for Semilla Natural Foods was read by Mayor Trujillo.

Mayor Trujillo gave a brief update regarding his office hours on Saturdays, his recent training from the NM Municipal League, a leaders meeting with Ben Ray Lujan, and numerous calls regarding different concerns.

Mayor Trujillo thanked all Police Officers in attendance for their service.

Police Chief Salazar recognized and presented Police Officers Elia Fasanella and Dennis Lujan III with a medal of valor.

Mayor Trujillo welcomed and thanked the members from the Charter Commission.

COUNCILORS' REPORTS

Councilor Romero spoke about looking into the safety plan, requested the street sweeper to clean areas on the westside of New Mexico Avenue and concerns with the fire lane by the Plaza area. Councilor Romero presented pictures regarding properties that he reported four months ago to code enforcement that have not yet been resolved.

Councilor Ulibarri Jr., advised he has had the same issues with properties that have not been resolved.

Councilor Montoya advised he has a lot of concerns with code enforcement, building permits and weeds in his ward being 3-4 ft tall and nothing is being done about it. Councilor Montoya spoke about his neighborhood walk and different concerns from citizens. Councilor Montoya advised he sees things out in the community that aren't getting resolved.

Councilor Romero advised he felt like issues or concerns he brings up are put on the backburner.

Councilor Montoya stated he's brought up concerns regarding cars parked on South Pacific that still have not been resolved. Councilor Montoya advised he also went to the NM Municipal League training and learned a lot about the cannabis ordinance and licensing. Councilor Montoya spoke about the process of redistricting.

CITY MANAGER'S REPORT

City Manager Maestas discussed the following:

- Introduction of new hires in various departments.
- Six new businesses in Las Vegas.
- Implementation of two new administrative regulations.
- The installment of the roof at the Farmers Market was completed.
- Updates on the Bridge Street project.

- Code Enforcement progress.

Mayor Trujillo proposed a change to the ordinance regarding code enforcement's 15 day window and that it be changed to 5 days to comply.

Discussion and questions took place regarding the Las Vegas Funeral Home business, the Youth Commission bylaws, an MOU with the RTD bus, social media access to City pages when employees leave and code enforcement.

PRESENTATIONS

Mr. Apodaca and Mr. Salazar with the Charter Commission gave a lengthy presentation regarding their seven recommended amendments to the City of Las Vegas Municipal Charter and wished time had been on their side.

A lengthy discussion took place regarding how council does follow the City Charter closely, the directive that was given to the Charter Commission in November 2020, a schedule Councilor Montoya created regarding deadlines for the amendments to be on the ballot for the March 1, 2022 election and questions regarding amendments for the removal of the four officers.

Councilor Romero advised they need to carefully consider how the amendments are worded when placed on the ballot.

Mr. Apodaca advised he spoke with a lot of citizens from every ward and got their input.

Councilor Romero advised it would have been more helpful if they had a joint session with the Governing Body and the Charter Commission.

Councilor Ulibarri Jr., thanked the Charter Commission for all they did but disagreed with the amendment to have four more council members.

Discussion took place regarding having a representative from an ETZ zone.

Mayor Trujillo thanked and gave his respect to each member of the Charter Commission for their time.

APPROVAL OF MINUTES

Councilor Romero made a motion to approve the minutes for August 18, 2021. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri Jr.	Yes	David G. Romero	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

Conduct a Public Hearing for Business Item 1.

Community Development Director Bill Hendrickson advised it was a new ordinance that established permitting, inspections and fees that would be implemented for short term rentals and air b&bs.

Councilor Romero made a motion to enter into Public Hearing to discuss business item 1. Councilor Ulibarri Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David A. Ulibarri Jr.	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

City Attorney Scott Aaron swore in Community Development Director Bill Hendrickson.

Community Development Director Bill Hendrickson introduced the item on Short Term Residential Rentals and advised the ordinance establishes what is expected from someone who is renting out short term properties, with the Fire department having their own specifications and neighbors having a say so.

Councilor Romero made a motion to exit Public Hearing and return to regular session. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri Jr.	Yes	David G. Romero	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised the motion carried.

1. Adoption of Ordinance No. 21-15 "Short Term Residential Rentals.

Councilor Romero made a motion to approve the adoption of Ordinance No. 21-15 "Short Term Residential Rentals. Councilor Ulibarri Jr., seconded the motion.

Discussion and questions took place regarding when it would go into effect, making sure people are aware of the fees associated in the ordinance, that it's publicised well and how it would be a good thing for Lodgers Tax.

Ordinance 21-15 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

Michael L. Montoya	Yes	David G. Romero	Yes
David A. Ulibarri Jr.	Yes		

City Clerk Fresquez advised the motion carried.

2. Request approval of Resolution No. 21-39, the 2023-2027 Infrastructure Capital Improvement Plan (ICIP) for the City of Las Vegas.

Community Development Director Hendrickson discussed the approval of the listing of 1-65 projects needed by September 17th and thereafter, the Council can still add projects until the Legislative Session. Community Development Director Hendrickson advised there is a three step process, they approve the listing, departments will submit what their top projects may be and the Council would decide what top 10 projects would go to the Legislature in January.

Discussion took place regarding moving project 52 to be in the top 12, adding Commerce Street to be paved to the listing, how non-profit or other organizations projects get put on the ICIP and questions regarding some projects on the list.

City Manager Maestas explained the list of items that were purchased with Cares Act monies for the Police Department.

Councilor Montoya made a motion to approve Resolution No. 21-39 to include Parkview Street and Commerce Street to the 2023-2027 Infrastructure Capital Improvement Plan (ICIP) for the City of Las Vegas. Councilor Romero seconded the motion.

Resolution 21-39 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 21-39

A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENT
PLAN (ICIP)

WHEREAS, the City of Las Vegas recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference and the Governing Body (1) adopts the attached FY 2023- 2027 Infrastructure Capital Improvement Plan; (2) intends that the Plan be a working document and is the first of many steps toward improving rational, long- range capital

planning and budgeting for infrastructure; and(3) hereby rescinds Resolution 20- 37.

APPROVED AND ADOPTED this _____ day of September, 2021.

Mayor Louie A. Trujillo

ATTEST: Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

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

David A. Ulibarri Jr.	Yes	David G. Romero	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised the motion carried.

Councilor Romero asked to see where some projects could fit within the Asset Management Plan.

Community Development Director Hendrickson advised Utilities included about twenty new projects in the Asset Management Plan.

Discussion took place regarding all the roads being addressed in the Asset Management Plan.

3. Request approval of Encroachment Agreement between the City of Las Vegas and the Estate of Rosalia V. Crespin.

City Attorney Aaron advised the property encroaches a few feet on the alley and the City's right-of-way.

Discussion took place regarding the property and access for emergency vehicles.

Councilor Montoya made a motion to approve the Encroachment Agreement between the City of Las Vegas and the Estate of Rosalia V. Crespin. Councilor

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

David G. Romero	Yes	Michael L. Montoya	Yes
David A. Ulibarri Jr.	Yes		

City Clerk Fresquez advised the motion carried.

4. Approval to award request for re-bids #2021-27 for Hanna Park Effluent Re-Bid to New Image Construction Inc. for \$683,068.00.

Discussion took place regarding how Hanna Park was chosen for effluent water and not other City Parks and South Pacific Park.

Utilities Director Gilvarry advised several City parks already had effluent water and South Pacific Park is on the long term effluent plan.

Discussion took place regarding Hanna Park being utilized by a lot of people, the need for proper drainage, why they had to go out for re-bid, if others can tie into the effluent water and the timeframe for the project to be completed.

Councilor Montoya made a motion to approve the request for re-bids #2021-27 for Hanna Park Effluent Re-Bid to New Image Construction Inc. for \$683,068.00. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri Jr.	Yes	Michael L. Montoya	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

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

David A. Ulibarri Jr.	Yes	Michael L. Montoya	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing limited personnel matters as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978 and only those matters were discussed and no action was taken. Councilor Montoya seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

ADJOURN

Councilor Romero made a motion to adjourn. Councilor Ulibarri Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David G. Romero	Yes
David A. Ulibarri Jr.	Yes		

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 8:56 pm.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk



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

Meeting Date: September 22, 2021

Date Submitted: 9/16/21

Department: Executive

Item/Topic: Discussion/Direction on prior FY2021 MainStreet Contract.

Discussion on deliverables from the last contract.

Fiscal Impact:

Attachments: FY2021 MainStreet Contract

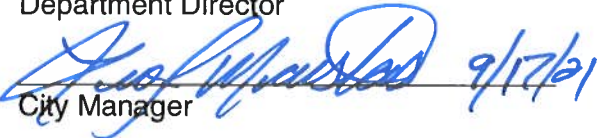
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

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 _____

Professional Services Contract

Between the City of Las Vegas, New Mexico
And

MainStreet de Las Vegas

This Professional Services Contract ("Contract") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (hereinafter " City") and Mainstreet de Las Vegas (hereinafter" Contractor") on this 17th day of August, 2020.

RECITALS

WHEREAS, the Contractor is a non-profit corporation, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts. Three districts exist on the National and Local Registers of Historic Places they are the Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District; and

WHEREAS, the City commits financial support through June 30, 2021, prorated on a quarterly or project completion basis in an amount during contract period not to exceed Thirty Thousand Dollars (\$30,000.00) and in-kind services not to exceed Five Thousand Dollars (\$5,000.00) in the form of office space and utilities, and use of Train Depot conference room subject to availability to be paid to the Contractor under the terms and conditions of this Contract; and

WHEREAS, Contractor desires to provide such services under the terms and conditions of this Contract.

Now, therefore, it is hereby mutually agreed by and between the parties that the Recitals and any exhibits are incorporated herein by reference, and Contractor shall perform the scope of work as attached as Exhibit A to this contract.

1. Term. This Contract shall be effective from the date it is fully executed through June 30, 2021, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.

2. Completion Schedule. Contractor shall complete the tasks identified in the Scope of Work no later than June 30, 2021.

3. Compensation and Payment Schedule. The City shall pay Contractor on a timely basis as follows:

A. The City shall pay Contractor for services satisfactorily rendered in an amount not to exceed a total of Thirty Thousand Dollars (\$30,000). The total amount payable to the Contractor under this agreement shall not exceed thirty thousand dollars (\$30,000.00).

B. Such amount shall be paid to the Contractor upon receipt by the City of an invoice for monthly payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the scope of services outlined herein, to the satisfaction of the City. Payments shall be made to the Contractor within thirty days after the City certifies its acceptance of the Work in writing. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month.

C. No further amount(s) shall be available under this Contract unless authorized by City Council resolution and embodied in written amendment to this Contract executed prior to the additional work being performed.

D. Subject to the requirements of Paragraph (C), the City acknowledges that if it requests services outside the Scope of Work, Contractor will bill for these services at rates ranging from fifty dollars per hour (\$50.00) to seventy five dollars per hour (\$75.00) including gross receipts tax, depending on the experience of the individual providing the requested services.

4. Termination.

A. In addition to any other remedy provided by law, the City may terminate this Contract by written notice delivered to the Contractor or his agent in any of the following circumstances:

i. If the Contractor is in default in the performance of any term, condition or covenant of this Contract, and if the Contractor does not cure the default within five (5) working days after notice, or, if the default is of such nature that it cannot be cured completely within the five (5) day period; or

ii. If the Contractor fails to furnish a certificate of insurance within the time required by this Contract.

B. The Contractor may terminate this Contract if the City is in default in the performance of any material term, condition or covenant of this Agreement and if the City does not cure the default within ten (10) days after notice, or, if the default is of such nature that it cannot be cured completely within the ten (10) day period.

C. In no event shall termination of this Contract nullify obligations of either party prior to the effective date of termination.

5. Contractor Independent from City. Nothing in this Contract is intended or will be construed in any way as creating or establishing any partnership, joint venture or association or to make the

Contractor an agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is and will remain a separate entity, related to the City only by the provision and conditions of this Contract. The Contractor, its agents, employees or subcontractors are not employees or agents of the City for any purpose whatsoever. The Contractor shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all sub-contractors. The Contractor and its agents, employees or subcontractors are not entitled to any of the benefits of the employees of the City, including without limitation Unemployment Compensation Law and Worker's Compensation coverage or benefits.

6. Appropriation. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient authorizations are available shall be accepted by Contractor and shall be final.

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

8. Assignment. The Contractor shall not assign or transfer any interest in the Contract, or assign any claims for money due, or to become due, under this Contract without the prior written approval of the City.

9. Taxes. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department, the applicable gross receipts taxes on all monies paid to him under this Contract and the City shall have no liability for payment of such tax. Contractor also acknowledges that he, and he alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

10. Business Insurance Requirements.

A. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement, in amounts acceptable to industry standards so long as this Contract is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico.

B. If the Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City.

C. The Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701.

D. The Contractor shall not begin any activities in furtherance of this Contract until the required insurance has been obtained and proper certificates of insurance delivered to the City Administrator. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

11. Workers' Compensation Insurance. The Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will require the subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. The Contractor covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor's failure to comply with the provisions of this Paragraph and that the indemnification provision of this Contract will apply to this Paragraph.

12. Indemnification. Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Contract unless specifically exempted by New Mexico law. Contractor further agrees to hold the City harmless from all claims for any injury or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Contract.

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

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

15. Confidentiality. Any information learned, given to, or developed by Contractor in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the City.

16. Conflict of Interest. Contractor warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with his performance of services under this Contract.

17. Non Discrimination. Contractor agrees that he, his employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

18. Scope of Agreement, Amendment and Severability. This Contract contains the entire agreement and understanding between the City and Contractor with respect to the subject matter herein and all prior negotiations, writings, agreements and understandings are merged in and are superseded and cancelled by this Agreement. No statement, promise, or inducement made by the City or the Contractor, either written or oral, which is not contained in this Contract, is binding upon the City or Contractor. In the event that any word, phrase, section, portion or other part of this Contract is found and declared by a court of competent jurisdiction to be illegal, unenforceable or void ("Stricken Part"), this Contract shall continue in full force and effect without the Stricken Part.

19. Applicable law. This Contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City.

20. Penalties for violation of law. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

21. Conformance to Laws. The Contractor shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under the Contract. Contractor acknowledges that the Procurement Code Section 13- 1- 28 through 13- 1- 199, NMSA 1978, Comp., as amended, imposes civil and criminal penalties for its violation. In addition, Contractor acknowledges that New Mexico criminal statutes impose felony penalties for illegal bribes, or gratuities.

22. Work Product. All work and work product produced under this Contract shall be and remain the exclusive property of the City and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the City, any such work or work product or copies thereof. If applicable, the provisions of Sec. 13- 1- 123(b), NMSA (1978) as amended shall apply. Further, Contractor shall not apply for, in its name or otherwise, any copyright, patent or other property right or exclusive right relating to the City's work product.

23. New Mexico Tort Claims Act. Any liability incurred by the City in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense

and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

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

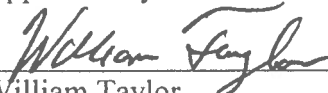
25. Copy Effective as Original. A copy of this Contract shall have the same force and effect as the original.

26. Notices. All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand-delivered to the street address of the receiving party set forth below; (ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (iv) five (5) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

CITY OF LAS VEGAS

CONTRACTOR:

Approved By:



William Taylor,
City Manager

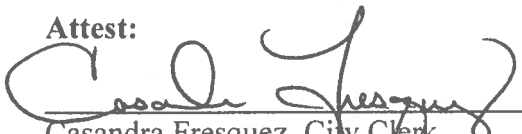


Stella Burciaga, President
MainStreet de Las Vegas

Date: 8-13-2020

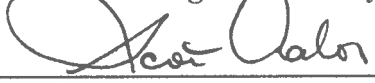
Date: 8-14-2020

Attest:



Casandra Fresquez, City Clerk

Approved as to legal sufficiency only



Scott Aaron, City Attorney

Exhibit A
MainStreet de Las Vegas

Scope of Work
July 1, 2020 – July 30, 2021

MainStreet de Las Vegas (MSLV) shall provide to the City of Las Vegas the following:

The City of Las Vegas will appoint a designated Ex-Officio position seated as a non-voting member of the MainStreet de Las Vegas board as approved by the City of Las Vegas who will serve as the City of Las Vegas representative.

Maintain and update the MSLV website that includes the mission and goals of the organization, past and current projects, and new proposed planned projects.

Provide continued facilitation, technical assistance, and project-based revitalization to build sustainable and resilient areas of the downtown economic development areas of Las Vegas to include the Bridge Street/Plaza Park District, Sixth Street/Douglas Avenue District, and the Historic Railroad District based on MainStreet America's "Four Points Approach" including:

- economic vitality
- design
- organization
- promotion

Implement and manage façade and streetscape improvement projects that will include providing support and assistance for "Facade Squad" improvements to the exterior of vacant buildings for a minimum of three (3) buildings utilizing volunteers from the community.

Coordinate and conduct at minimum, three (3) downtown clean ups within the contract period for the Bridge Street/Plaza Park District, Sixth Street/Douglas Avenue District, and the Historic Railroad District.

Provide support to the City of Las Vegas in support of the Great Blocks project Phase I and Phase II including seeking cash match support for the City of Las Vegas by seeking financial support from private donors and support for grant writing for Phase III of the project.

Develop and implement a survey to the public organized by MSLV to survey residents and shoppers to determine their retail needs and shopping patterns as well as their general perceptions of downtown which will complement the inventory of the districts to determine marker gaps, identify existing businesses that do not meet customer needs, and identify the goods and services that residents feel the area lacks.

Develop and implement in partnership with New Mexico Highlands University and area businesses within the railroad district, one outdoor public event led by New Mexico Highlands University in collaboration with MainStreet de Las Vegas for students and the community.

Develop and implement a plan for the proper management of the garbage cans, trees, flower boxes, and other items located within the mainstreet districts in partnership with the City of Las Vegas to create a streamlined process for landscaping, beautification, and maintenance.

Research and update the MSLV districts building inventory and provide recommendations to the City of Las Vegas, Community Development Department on converting underused or unused commercial space into economically productive property for the districts.

Provide technical assistance to the City of Las Vegas, Community Development Department to facilitate projects listed on the adopted Metropolitan Redevelopment Plan otherwise known as the Downtown Action Plan with priority projects selected by the City of Las Vegas to include, but not limited to Great Blocks on Railroad, Gallinas Riverwalk, Wayfinding, vacant buildings, and buildings at risk and/or in need of significant repair.

Research and provide technical assistance to the City of Las Vegas regarding strategies to strengthen and enforce the existing Vacant Building Ordinance.

Educate and work with existing and potential building owners to assist with State Tax Credit applications for the restoration, renovation and re-use of buildings on buildings such as, but not limited to the Larson building on the corner of Railroad and East Lincoln, or other buildings at risk within the mainstreet districts.

Conduct research and provide recommended policy changes to the City of Las Vegas regarding ordinances pertaining to bike rack structures to be located on downtown sidewalks including design elements (as public art elements) and funding/sponsorship opportunities.



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

Meeting Date: September 22, 2021

Date Submitted: 9/16/21

Department: Executive

Item/Topic: Request approval of MainStreet fiscal year 2022 Contract.

MainStreet de Las Vegas is a non-profit corporation, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts.

Fiscal Impact: Funding is in the amount of \$30,000.00 annually and \$5,000.00 in-kind for office space at the Depot.

Attachments:

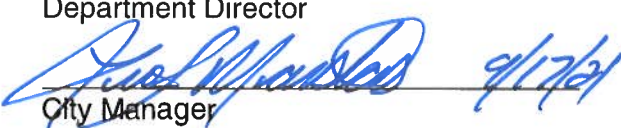
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director

 9/17/21

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 _____

Professional Services Contract

Between the City of Las Vegas, New Mexico
And
MainStreet de Las Vegas

This Professional Services Contract ("Contract") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (hereinafter " City") and Mainstreet de Las Vegas (hereinafter" Contractor") on this _____ day of August, 2021.

RECITALS

WHEREAS, the Contractor is a non-profit corporation, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts. Three districts exist on the National and Local Registers of Historic Places they are the Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District; and

WHEREAS, the City commits financial support through June 30, 2022, prorated on a quarterly or project completion basis in an amount during the contract period not to exceed Thirty Five Thousand Dollars (\$35,000.00). Thirty Thousand dollars (\$30,000) for the Scope of Work (**Exhibit A**), and in-kind services not to exceed Five Thousand Dollars (\$5,000.00) in the form of office space and utilities, and use of Train Depot conference room subject to availability to be paid to the Contractor under the terms and conditions of this Contract; and

WHEREAS, Contractor desires to provide such services under the terms and conditions of this Contract.

Now, therefore, it is hereby mutually agreed by and between the parties that the Recitals and any exhibits are incorporated herein by reference, and Contractor shall perform the scope of work as attached as **Exhibit A** to this contract.

1. Term. This Contract shall be effective from the date it is fully executed through June 30, 2022, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.
2. Completion Schedule. Contractor shall complete the tasks identified in the Scope of Work no later than June 30, 2022.
3. Compensation and Payment Schedule. The City shall pay Contractor on a timely basis as follows:

- A. The City shall pay Contractor for services satisfactorily rendered in an amount not to exceed a total of Thirty Thousand Dollars (\$30,000). The total amount payable to the Contractor under this agreement shall not exceed thirty thousand dollars (\$30,000.00).
- B. Invoices should be provided on or after September 30th, 2021, December 31st, 2021, March 31st, 2022, and June 1st, 2022. Payments shall be made to the Contractor within thirty days after the City certifies its acceptance of the Work in writing. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month.
- C. No further amount(s) shall be available under this Contract unless authorized by City Council resolution and embodied in written amendment to this Contract executed prior to the additional work being performed.
- D. Subject to the requirements of Paragraph (C), the City acknowledges that if it requests services outside the Scope of Work, Contractor will bill for these services at rates ranging from fifty dollars per hour (\$50.00) to seventy five dollars per hour (\$75.00) including gross receipts tax, depending on the experience of the individual providing the requested services.

4. Termination.

- A. In addition to any other remedy provided by law, the City may terminate this Contract by written notice delivered to the Contractor or his agent in any of the following circumstances:
 - i. If the Contractor is in default in the performance of any term, condition or covenant of this Contract, and if the Contractor does not cure the default within five (5) working days after notice, or, if the default is of such nature that it cannot be cured completely within the five (5) day period; or
 - ii. If the Contractor fails to furnish a certificate of insurance within the time required by this Contract.
- B. The Contractor may terminate this Contract if the City is in default in the performance of any material term, condition or covenant of this Agreement and if the City does not cure the default within ten (10) days after notice, or, if the default is of such nature that it cannot be cured completely within the ten (10) day period.
- C. In no event shall termination of this Contract nullify obligations of either party prior to the effective date of termination.

5. Contractor Independent from City. Nothing in this Contract is intended or will be construed in any way as creating or establishing any partnership, joint venture or association or to make the Contractor an agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is and will remain a separate entity, related to the City only by the provision and conditions of this Contract. The Contractor, its agents, employees or subcontractors are not employees or agents of the City for any purpose whatsoever. The Contractor shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all sub-contractors. The Contractor and its agents, employees or subcontractors are not entitled to any of the benefits of the employees of the City, including without limitation Unemployment Compensation Law and Worker's Compensation coverage or benefits.
6. Appropriation. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient authorizations are available shall be accepted by Contractor and shall be final.
7. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under this Contract, unless specified herein or with the prior written approval by the City.
8. Assignment. The Contractor shall not assign or transfer any interest in the Contract, or assign any claims for money due, or to become due, under this Contract without the prior written approval of the City.
9. Taxes. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department, the applicable gross receipts taxes on all monies paid to him under this Contract and the City shall have no liability for payment of such tax. Contractor also acknowledges that he, and he alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.
10. Business Insurance Requirements.
 - A. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement, in amounts acceptable to industry standards so long as this Contract is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on

forms properly filed and approved by the Superintendent of Insurance, State of New Mexico.

- B. If the Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City.
 - C. The Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701.
 - D. The Contractor shall not begin any activities in furtherance of this Contract until the required insurance has been obtained and proper certificates of insurance delivered to the City Administrator. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.
11. Workers' Compensation Insurance. The Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will require the subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. The Contractor covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor's failure to comply with the provisions of this Paragraph and that the indemnification provision of this Contract will apply to this Paragraph.
12. Indemnification. Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Contract unless specifically exempted by New Mexico law. Contractor further agrees to hold the City harmless from all claims for any injury or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Contract.
13. Release. Contractor agrees that upon final payment of the amount due under this Contract, Contractor releases the City from all liabilities, claims and/or obligations whatsoever arising from, or under this Contract.

14. Non Agency. Contractor agrees not to purport to bind the City to any obligation not specifically assumed herein by the City, unless the Contractor has expressed written approval and then only within the limits of that expressed authority.
15. Confidentiality. Any information learned, given to, or developed by Contractor in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the City.
16. Conflict of Interest. Contractor warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with his performance of services under this Contract.
17. Non Discrimination. Contractor agrees that he, his employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
18. Scope of Agreement, Amendment and Severability. This Contract contains the entire agreement and understanding between the City and Contractor with respect to the subject matter herein and all prior negotiations, writings, agreements and understandings are merged in and are superseded and cancelled by this Agreement. No statement, promise, or inducement made by the City or the Contractor, either written or oral, which is not contained in this Contract, is binding upon the City or Contractor. In the event that any word, phrase, section, portion or other part of this Contract is found and declared by a court of competent jurisdiction to be illegal, unenforceable or void ("Stricken Part"), this Contract shall continue in full force and effect without the Stricken Part.
19. Applicable law. This Contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City.
20. Penalties for violation of law. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
21. Conformance to Laws. The Contractor shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under the Contract. Contractor acknowledges that the Procurement Code Section 13- 1- 28 through 13- 1- 199, NMSA 1978, Comp., as amended, imposes civil and criminal penalties for its violation. In addition,

Contractor acknowledges that New Mexico criminal statutes impose felony penalties for illegal bribes, or gratuities.

22. Work Product. All work and work product produced under this Contract shall be and remain the exclusive property of the City and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the City, any such work or work product or copies thereof. If applicable, the provisions of Sec. 13- 1-123(b), NMSA (1978) as amended shall apply. Further, Contractor shall not apply for, in its name or otherwise, any copyright, patent or other property right or exclusive right relating to the City' s work product.
23. New Mexico Tort Claims Act. Any liability incurred by the City in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.
24. Third Party Beneficiaries. By entering into this agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.
25. Copy Effective as Original. A copy of this Contract shall have the same force and effect as the original.
26. Notices. All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand-delivered to the street address of the receiving party set forth below;(ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (iv) five (5) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

CITY OF LAS VEGAS

CONTRACTOR:

Approved By:

Leo Maestas, City Manager

Stella Burciaga, President
MainStreet de Las Vegas

Date: _____

Date: _____

Attest:

Casandra Fresquez, City Clerk

Approved as to legal sufficiency only

Scott Aaron, City Attorney

2021-22 SCOPE OF WORK & METRICS FOR SUCCESS

- 1) Provide continued facilitation, technical assistance, and project-based revitalization to build sustainable and resilient areas of the downtown economic development area to include the Bridge Street/Plaza Park District, the Douglas Avenue District, and the Historic Railroad District based on Main Street America's "Four Points Approach" including:
 - Economic vitality
 - Design
 - Organization
 - Promotion

Measurable Goals: MSLV will have at least 4 program specialists come do work and community workshops in Las Vegas related to community development and community needs.
- 2) Provide support to the City of Las Vegas in support of the Great Blocks project's Phase I and Phase II.

Measurable Goals: ED will provide all assistance needed and will be available for all relevant meetings; ED will begin work on Phase 3 application for the next capital outlay grant.
- 3) Continue to work to implement wayfinding, install signage, and plan future wayfinding phases to include all of Las Vegas.

Measurable Goals: ED will continue to work with P&M Signs and the City to move this project forward; ED will coordinate sign fabrication and sign installation; ED will work with the Las Vegas Community Development Director's office on all aspects of this project.
- 4) Work to reactivate our state authorized Las Vegas Arts & Cultural District by contracting with New Mexico Main Street to help MSLV design a marketing program after meeting with local art businesses and organizations.

Strategies:

 - Preserve, protect, and promote our multiplicity of authentic cultural and artistic traditions
 - Celebrate the various histories and peoples of Las Vegas and the surrounding region
 - Build bridges between east and west Las Vegas, sacred and secular, traditional and contemporary, past, and future
 - Develop rich artistic, cultural, and economic opportunities for Las Vegas and its residents
 - Put Las Vegas on the map as a unique American cultural treasure

Measurable Goals: Coordinate first Friday gallery openings; Create a sale & open studio event for local artists (include artists and open studios from the West side); and work with other New Mexico Main Street Arts & Cultural Districts.

- 5) Work with the City to provide information on ways to increase the availability and variety of housing in the MRA by supporting mixed-use and infill development and identifying resources and incentives to promote housing development.

Measurable Goals: Work with the City to coordinate community meetings with the appropriate specialists at NMMS to research and explore ideas around affordable housing; investigate the use of buildings in Las Vegas' three downtown districts as possible live/work/studio spaces; organize a follow-up meeting on the recent meeting with Rhea Serna.

- 6) Develop and implement a plan for the proper management of the garbage cans, trees, flowerboxes, and other items located within the main street districts in partnership with the City of Las Vegas to create a streamlined process for landscaping, beautification, and maintenance.

Measurable goals: gather information on how this all originated from my predecessor Cindy Collins; walk the districts and do an inventory of trash cans, trees and planter boxes; research how this is handled in other New Mexico Main Street districts (Silver City & Los Alamos have good programs); create a plan of action on maintenance and replacement.

- 7) Work with the Community of Las Vegas to get the Community Garden up and running

Measurable Goals: Continue to work with the garden committee on getting the garden up and running; coordinate meetings with Amy Bell and Groundworks in Albuquerque; Work with Community Garden partners including the City, Highlands University, Amor de la Tierra Garden Club, Master Gardeners of New Mexico, and the San Miguel County/District 4 Drug Court; Work on marketing and signage for the garden & get a sign about the garden up this summer; create the committee structure for the garden and get the committees operating; work on fencing the garden, the garden shed/greenhouse and the initial planter boxes this summer and fall.

- 8) Work with community members on the 6 USDA funded projects sponsored by Main Street de Las Vegas

Measurable Goals: Work with 6 funded USDA recipients on realizing their projects; act as the fiscal agent for this grant; coordinate all aspects of this grant with Zac Frater at the Las Vegas office of the USDA. **See below**

- 9) Work to complete **Project LEAP** over July, August, September. MSLV, working in collaboration with Las Vegas First and New Mexico Main Street, will audit small business technology in the three Main Street Districts in Las Vegas and provide individual workshops for small business owners. MSLV will contract with Leighton Moon Graphic Design to help make digital enhancements to boost your online brand identity and e-commerce for your small business. Additionally, they

will coach participating small business owners on best practices and regularly check in to see how these changes are going.

Measurable Goals: At least 8 small businesses will have upgraded their technology and have a better understanding of how social media and e-marketing work.

USDA Grant Application Projects

- 1) LVCRUSH seeks to establish a business of apple crushing/cider production that will enable Northern New Mexico residents (San Miguel, Mora, Colfax, Mora, Harding) who own apple orchards (or trees on their property), to crush their apples and produce cider for themselves, local residents and/or visitors. The portable crusher can be brought to scheduled Community Apple Festival crushing days on the back of a pickup truck. Economic model: Apple orchard owners will pay LVCRUSH \$5 for every gallon of cider produced from their apples. They may keep their cider or sell it to attendees at the Crusher Days for an estimated \$5 per half gallon or \$8 per gallon.).
- 10) Equipment Budget Request: \$6,935.00
- 11) 2) Prairie Hill Cafe is the first farm to table restaurant in Las Vegas NM focusing on local ingredients, and Americana cuisine with a Southwest epicurean flair. Prairie Hill Cafe will be located in the Historic Plaza Hotel. A minimum of 35 full time employees will be hired initially and an additional 5 part time employees once the business is operating at full capacity
- 12) Equipment Budget Request: \$24,340.00
- 13) 3) Auntie's Tiendita & BBQ is a new restaurant that will open in a 2,000 sq. ft. space located at 902 South Pacific in historic west Las Vegas. The owners will renovate this historic building and hire 2 people initially and then 3 more after it opens.
- 14) Equipment Budget Request: \$22,800.00
- 15) 4) Recirculate Las Vegas, LLC seeks to mitigate the issue of waste in rural northeastern New Mexico through an innovative recycling business that diverts glass out of the waste stream, creates jobs, and markets products made from recycled glass. The initial pilot project involved buying a Glass Gator, a soda-machine-sized glass crusher produced in Belen, New Mexico, that efficiently turns glass into a 100-percent recyclable cullet. Recirculate Las Vegas, LLC is ready to scale up production, open glass recycling to the community at large, and develop a for-profit business. The scaled-up business will employ 4-5 people; 2 people hired to receive, sort, crush and bag the glass cullet, 2 people to make the kiln fired glass art objects and one employee to market and sell existing products as well as to investigate new market opportunities.
- 16) Equipment Budget Request: \$ 23,100.00
- 17) 5. Las Vegas Food Truck Park: The Las Vegas Food Truck Park Project will serve as both a destination but also an economic development project designed to bring people and businesses to the center of the Bridge Street Historic District,

expanding dining options where there are presently few. There will be 5 hook up stations installed.

18) Equipment Budget Request: \$18,500.00

19) 6. Unity Orchard: an orchard of 20 dwarf fruit trees along the Gallinas Riverwalk in downtown Las Vegas on the Gallinas River. This project will be maintained by the students at West Las Vegas High School & Middle School.

20) Equipment Budget Request: \$6,200.00

21) **TOTAL: \$101,879.00**