



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 AGENDA
September 29, 2020–Tuesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave**

(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)

- 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 15 minutes prior to meeting) Public Input forwarded to the City Clerk will be read into the record.**
- VIII. **BUSINESS ITEMS**
 1. Approval of Resolution 20-58 to enter into a repayment agreement between the City of Las Vegas and the United States Department of Housing and Urban Development.

Natasha Martinez, Northern Regional Housing Authority Deputy Director In February 2016, the Department and City of Las Vegas (COLV) entered into a repayment agreement to satisfy debt owed to the Department and the Las Vegas Housing Authority (LVHA). The COLV has previously paid \$516,852 from the COLV General Fund to LVHA and currently owes \$79,672 on the agreement. The Department issued a report in December 2019 detailing the loss to the Department and LVHA due to the ineligible sale of public housing units in 2004 and 2005.

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Elaine Rodriguez
Councilor Ward 3

David G. Romero
Councilor Ward 4

The COLV has agreed to repay a total of \$3,584,000 based upon the Department's Audit Report dated December 2019 with funds derived from non-federal sources, for a total owed of \$3,663,672.

IX. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

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 Web-site, and to be televised on Comcast.

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

Special
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/24/2020

DEPT: Housing

MEETING DATE: 09/24/2020

ITEM/TOPIC: Repayment Agreement between City of Las Vegas and the United States Department of Housing and Urban Development.

ACTION REQUESTED OF COUNCIL: Approval of Resolution to enter into a repayment agreement between City of Las Vegas and the United States Department of Housing and Urban Development.

BACKGROUND/RATIONALE: In February 2016, the Department and COLV entered into a repayment agreement to satisfy debt owed to the Department and the Las Vegas Housing Authority (LVHA). The COLV has previously paid \$516,852 from the COLV General Fund to LVHA and currently owes \$79,672 on the agreement. The Department issued a report in December 2019 detailing the loss to the Department and LVHA due to the ineligible sale of public housing units in 2004 and 2005. The COLV has agreed to repay a total of \$3,584,000 based upon the Department's Audit Report dated December 2019 with funds derived from non-federal sources, for a total owed of \$3,663,672.

STAFF RECOMMENDATION: Approval of Resolution

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.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


WILLIAM TAYLOR, CITY MANAGER


SCOTT AARON, CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

 9-24-20
JESUS BAQUERA, FINANCE DIRECTOR
(PROCUREMENT)

**CITY OF LAS VEGAS
RESOLUTION NO. 20-58**

A RESOLUTION ADOPTING THE REPAYMENT AGREEMENT AS PRESENTED
BETWEEN THE CITY OF LAS VEGAS (COLV) THE UNITED STATES DEPARTMENT
OF HOUSING AN URBAN DEVELOPMENT (DEPARTMENT)

WHEREAS, In February 2016, the Department and COLV entered into a repayment agreement to satisfy debt owed to the Department and the Las Vegas Housing Authority (LVHA), and

WHEREAS, the COLV has previously paid \$516,852 from the COLV General Fund to LVHA and currently owes \$79,672 on the agreement, and

WHEREAS, the Department issued a report in December 2019 detailing the loss to the Department and LVHA due to the ineligible sale of public housing units in 2004 and 2005, and

WHEREAS, the COLV has agreed to repay a total of \$3,584,000 based upon the Department's Audit Report dated December 2019 with funds derived from non-federal sources, for a total owed of \$3,663,672 on the date of this agreement, and

WHEREAS, the Las Vegas Housing Authority, (LVHA) a division of the COLV's primary government which receives federal funds for the purpose of operating and improving low-rent public housing in Las Vegas, New Mexico is in the process of assigning its Annual Contributions Contract with HUD to the Northern Regional Housing Authority (Assignee), a public body corporate established in accordance with NMSA 11-3A, and

WHEREAS, upon the Department's approval of the ACC transfer, all monies owed under this agreement will be owed to Northern Regional Housing Authority to be used for purposes of the Public Housing program, and

WHEREAS, the Department has agreed that as long as COLV complies with the terms of this Repayment Agreement, not to assert, commence or proceed against COLV with any claim or cause of action to collect any or all of the amounts detailed in the Audit Report.

WHEREAS, the Department has agreed that as long as COLV agrees to the terms of this repayment agreement to be paid by off by June 31, 2046. The Department will issue a partial Release of the Declaration of Trust for the fifteen (15) properties sold to ineligible buyers as detailed in the forementioned audit report.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, COLV and the Department, each for themselves and their respective successors and assigns agree to the repayment agreement presented to this City Council.

Passed, Approved and Adopted this _____ day of September, 2020.

Mayor Louie Trujillo

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

Scott Aaron, City Attorney

REPAYMENT AGREEMENT

This REPAYMENT AGREEMENT is entered into this ___ day of _____, 2020 by and between the City of Las Vegas (COLV), Las Vegas, New Mexico, a municipal corporation, and the U. S. Department of Housing and Urban Development (the Department) (collectively, the "Parties").

WHEREAS, In February 2016, the Department and COLV entered into a repayment agreement to satisfy debt owed to the Department and the Las Vegas Housing Authority (LVHA), and

WHEREAS, the COLV has previously paid \$516,852 from the COLV General Fund to LVHA and currently owes \$79,672 on the agreement, and

WHEREAS, the Department issued a report in December 2019 detailing the loss to the Department and LVHA due to the ineligible sale of public housing units in 2004 and 2005, and

WHEREAS, the COLV has agreed to repay a total of \$3,584,000 based upon the Department's Audit Report dated December 2019 with funds derived from non-federal sources, for a total owed of \$3,663,672 on the date of this agreement, and

WHEREAS, the Las Vegas Housing Authority, (LVHA) a division of the COLV's primary government which receives federal funds for the purpose of operating and improving low-rent public housing in Las Vegas, New Mexico is in the process of assigning its Annual Contributions Contract with HUD to the Northern Regional Housing Authority (Assignee), a public body corporate established in accordance with NMSA 11-3A, and

WHEREAS, upon the Department's approval of the ACC transfer, all monies owed under this agreement will be owed to Northern Regional Housing Authority to be used for purposes of the Public Housing program, and

WHEREAS, the Department has agreed that as long as COLV complies with the terms of this Repayment Agreement, not to assert, commence or proceed against COLV with any claim or cause of action to collect any or all of the amounts detailed in the Audit Report.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, COLV and the Department, each for themselves and their respective successors and assigns agree, as follows:

A. The COLV Agrees to:

1. Transfer monies to the Las Vegas Housing Authority or its Assignee, in accordance with the instructions provided by the Department and by the dates and in the amounts as follows:
 - a. On an annual basis, starting with fiscal year ending June 30, 2021 and no later than June 30 of each following fiscal year, the COLV will transfer a minimum of \$150,000 cash from the general fund to the LVHA operating fund or wire transfer the funds to LVHA's Assignee;
2. Maintain complete and accurate records of cash transfers, provided to LVHA or its assignee for the duration of the agreement.
3. Provide HUD with an annual report of activities described in paragraph 1. above no later than August 31 of each year for the prior fiscal year ended.
4. Satisfy all amounts due and payable under this agreement no later than 25 years from the date of execution of this agreement for final satisfaction of the debt owed for which this agreement is executed.

B. The Department Agrees to:

1. Not assert, commence or proceed against COLV with any claim or cause of action to collect any or all of the amounts detailed in the Audit Report as long as COLV complies with the terms of this Repayment Agreement.
2. Execute a partial Release of the Declaration of Trust for the fifteen (15) properties sold to ineligible buyers as detailed in the Department's Audit Report.

C. The Parties Agree:

1. In the event that the COLV fails to transfer funds to the LVHA or its Assignee at the times and in the amounts detailed in paragraph "A" here within, the Department shall provide COLV with a written statement specifying the facts of the alleged noncompliance and provide COLV a reasonable opportunity to resolve or cure the alleged noncompliance.
2. If the Department determines that COLV has not satisfactorily resolved the findings of noncompliance, the Department may take any of the following actions for non-compliance, unless specifically noted otherwise in this Agreement:

- a. Any act(s) or omission(s) by a COLV employee, officer or commissioner who violates the terms of this Agreement may serve as grounds for the Department's imposing debarment or limited denial of participation, as set forth in 2 CFR Part 2424 for that employee, officer or commissioner.
 - b. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.
3. The acts set forth in paragraphs 2(a) and 2(b) herein are not mutually exclusive and the Department has the right to pursue any or all of these remedies or other remedies available under law. The Department retains the right to offer COLV a 90-day period in which to cure any violations of the terms of this Agreement.

D. Terms.

1. This Repayment Agreement shall be binding upon and inure to the benefit of the Department and COLV and their respective successors and assigns.
2. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
3. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
4. This Agreement shall not be altered, changed, or amended except by a written instrument approved and signed by the parties.
5. Execution of this Repayment Agreement by COLV is with the full authority granted by the COLV City Council.

In Witness Whereof, the parties hereof have executed this Repayment Agreement as of the date first written above.

City of Las Vegas

U.S. Department of Housing
and Urban Development

Louie A. Trujillo
Mayor
City of Las Vegas

Donna Wickes
Regional Manager
Office of Public Housing

Dr. William Taylor
City Manager
City of Las Vegas

Las Vegas Housing Authority

Terry Baca
Acting Executive Director
City of Las Vegas Housing Authority