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
REGULAR CITY COUNCIL MEETING
December 21, 2022–Wednesday– 5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701

Public comments can **only** be made **in person**.

AGENDA
City Council Meetings are
Available via YouTube
https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

V. APPROVAL OF AGENDA

VI. PUBLIC INPUT(comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)

VII. MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

- Appointment of Ms. Monica Vigil to the Parks and Recreation Advisory Board
- Appointment of Mr. Isaiah Ortiz to the Parks and Recreation Advisory Board
- Appointment of Ms. Shannon Doss to the Parks and Recreation Advisory Board

VIII. COUNCILORS' REPORTS

IX. CITY MANAGER'S REPORT

X. POLICE CHIEF'S REPORT

XI. FINANCE REPORT

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

- Presentation by Chad Brown, an area artist who would like to create a Phoenix to commemorate the wild fire.

XIII. APPROVAL OF MINUTES (December 8, 2022)

XIV. BUSINESS ITEMS

1. Request approval of Easement Agreement between the City of Las Vegas and the Estate of Rosalia V. Crespin, real property commonly known as 1022 Tilden Street.

Leo Maestas, City Manager The resident at 1022 Tilden Street, Las Vegas, NM has made improvements to their residence and a portion of those improvements encroach onto the City's property.

2. Request approval to appoint Tasha Rae Martinez as the Finance Director.

Leo Maestas, City Manager As per City Charter, Article V Officers, Directors and Employees, Section 5.07. Departments. C. The City Manager shall appoint department directors, subject to approval by the Governing Body.

3. Discussion/Consideration of the Samaritan House contract.

Leo Masestas, City Manager At the December 14, 2022 Council Meeting, the Council gave direction that the Samaritan contract be revised and then reviewed by legal counsel and brought back to next week's council meeting, December 21, 2022.

4. Request approval of Resolution 22-59, a budget adjustment for Fiscal Year 2022-2023.

Dominic Chavez, Interim Finance Director The City of Las Vegas is in need of making a budget adjustment in the 2022-23 fiscal year budget to include a revenue/expense increase to Fund 104 Airport Operations in the amount of $300,000.00, a revenue/expense increase to Fund 214 Street Co-op/Projects in the amount of $66,667, a revenue/expense increase to Fund 287 Abatement Opioid in the amount of $200,659, a revenue/expense increase to Fund 217 Special Legislative Appropriation in the amount of $150,000, a revenue/expense increase to Fund 203 State Fire/Grant in the amount of $245,000.

5. Discussion/Direction on Public Input for City Council Meetings.

Mayor Louie Trujillo As of March 2020 the City had been accepting public input via email due to Covid restrictions as the public was unable to attend Council meetings in person. The City recently went back to having public input only in person as was the practice prior to Covid. What is the consensus of the Governing Body?

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XV. EXECUTIVE SESSION

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

XVI. ADJOURN

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

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

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

CITY OF LAS VEGAS

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

POLICE DEPARTMENT

Chief Antonio Salazar

MONTHLY REPORT

November 2022

OPERATIONAL UPDATE(S):

I. Field Operations Division (Patrol) dates from November 01 thru 30, 2022.

a. 169 Traffic Citations
b. 12 Animal Control calls for service by patrol
c. 5 Code Enforcement calls for service by patrol
d. 7 Non Traffic citations
e. 25 Parking citations issued
f. 50 Arrests made

Community Events for the month of November 2022

- Police Personnel participated in a Battle of the Badges Event on November 18, 2022 at the West Las Vegas High School Gym.
- Assigned Personnel were present to maintain Public Safety at the Santa in the Park/Tree Lighting/ Electric Light Parade on November 26, 2022.

II. Code Compliance for the Month of November 2022

a. 51 Calls for service
b. 5 Citations Issued
c. 14 Red Tags issued
d. 4 Abandoned Vehicle tags
e. 1 Cease and desist order issued

III. Animal Control for the Month of November 2022

a. 60 Calls for service
b. 9 Citations issued
c. 31 Animal Intakes
d. 1 Animal cruelty case pending

IV. Animal Care Center for the Month of November 2022

Intakes

a. 36 Dogs
b. 4 Cats

Current Numbers as of 12/06/22

a. 81 Dogs
b. 24 Cats

V. Communication Specialist (Dispatch) from November 01 thru 30, 2022.

a. 1,146 Police Calls
b. 132 Fire Calls
c. 183 AMR (Medic) calls
d. 51 Code Enforcement (compliance)
e. 60 Animal Control Calls
f. 549 total 911 calls
g. 509 Answered calls
h. 40 Abandoned calls
i. 27 911 Admin calls

Communications Division recently hired one (1) part-time employee.

VI. Information Division (Records) numbers only reflect items processed from November 01 thru 30, 2022.

a. 136 Offense Incident Reports entered into TYLER system
b. 27 Traffic accident reports entered
c. 218 Citations were entered
d. 163 Customers attended
e. 394 offense Incident and traffic accident reports scanned.
f. 12 City of Las Vegas IPRA's Completed

Information Division (Records) continuing to work on:

- Sealing of Juvenile records by district court order.

Administrator of Grants/Records Supervisor:

- Completed IPRA requests, entered citations, completed daily internal audits, entered reports, and cover main office during staff absence
- Completed DA requests
- Sealing of Juvenile records A-H
- Closed out Traffic Safety Bureau Grants
- Approved training & equipment requests through grant funding.

VII. Street Crimes- Investigations/Narcotics/Evidence Sections for the month of November 01 thru 30, 2022.

Street Crimes Unit Cases:

a. 6 Assigned Cases (investigated for follow-up)
b. 5 Self initiated cases
c. 4 Arrest made
d. 2 Search warrants
e. 6 Cases Closed

Evidence Seized by Agents/Investigations/Police Officers throughout the month of November 01 thru 30, 2022:

Meetings attended by Street Crimes Unit:

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

Evidence:

a. 90 Evidence cases in
b. 125 Evidence items turned in
c. 7 property Items released

d. 61 cases at NMDPS lab
e. 4 cases at NMRCFL
f. 1 Firearm seized (patrol)
g. 4 grams methamphetamine (patrol)
h. 37 IPRA request CD-R/DVD-R
i. 163 pills of Fentanyl
j. 1 grams of Marijuana
k. 7 gram of cocaine

- Seven hundred ninety dollars ($790.00) seized through patrol cases
- Patrol briefed investigations on eight (8) auto burglaries

VIII. Training/Recruiting/Events & Vacancies for the month of November 01 thru 30, 2022.

Travel/Training:

- One (1) Police Personnel attended Online Training: Investigating & Prosecuting No Body Homicides, November 7-10, 2022.
- Police Personnel attended the BPOT #204 Academy Graduation on November 15, 2022 in Santa Fe, NM.
- Two (2) Police Personnel attended the Managing Field Training & Evaluation Program on November 28-November 30, 2022, in Albuquerque, NM.
- Recruit In- Service Training was conducted on November 28, 2022 through December 30, 2022.
- 2022 Handgun Qualifications were conducted on November 21-23, 2002 at the Shooting Range.

Recruiting/Hiring/Promotions:

- Interviews were conducted for the police officer position on November 2, 2022 in the PD Training Room.
- Interviews were conducted for the Communication Specialist (PT) and Animal Control Officer on November 8, 2022 in the PD Training Room.
- One (1) Certified Police Officer was hired on November 14, 2022.
- One (1) Animal Control Officer and One (1) Communication Specialist were hired on November 21, 2022.
- One (1) Non Certified Police Officer and One (1) Community Service Aid were hired on November 28, 2022.

Vacancies as of November 30, 2022:

a. 2 Police Lieutenant (Field Ops)
b. 1 Police Sergeant (Field Ops)
c. 1 Police Sergeant (Investigations)
d. 1 Investigator
e. 1 Narcotics Agent Sergeant(supervisor)
f. 1 Narcotics Agent
g. 6 Police Officers
h. 3 Communication Specialist (Dispatcher)
i. 1 Animal Control Officer
j. 1 Information Specialist (Records clerk)
k. 2 Code Compliance Officer
l. 1 Custodian
m. 2 Animal Care Tech

Total: 23 vacancies

GENERAL FUND REVENUE COMPARISON
THRU NOVEMBER 30, 2022 42% OF YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2023

Total Budget to Actual Comparison

	A FY 2022 BUDGET	B FY 2023 BUDGET	C FY 2023 YTD - BUDGET	D FY 2022 YTD - ACTUAL	E FY 2023 YTD - ACTUAL	G (E/B) FY 2022 % REV
PROPERTY TAX	1,467,869	1,902,979	792,908	164,497	169,356	9%
GROSS RECEIPT TAX 1.225	3,550,000	4,602,302	1,917,626	1,636,035	1,983,611	43%
FRANCHISE TAX	750,000	972,317	405,132	265,693	297,818	31%
GROSS RECEIPT TAX .75	2,449,125	3,175,102	1,322,959	1,146,841	1,300,729	41%
1/8 INFRASTRUCTURE	372,000	482,269	200,945	172,980	205,794	43%
GRT .25 (JAN 2011)	1,060,000	1,698,315	707,631	484,877	544,767	32%
INTERSTATE TELECOM/COMP TAX	0	0	0	338	73,251	#DIV/0!
LICENSE & FEES	63,000	81,674	34,031	15,812	13,222	16%
INTERGOVERNMENTAL	71,500	92,694	38,623	33,782	28,062	30%
LOCAL-FINES	106,500	136,587	56,911	43,512	47,767	35%
LOCAL-MISC	2,074,580	2,212,519	921,883	797,604	726,568	33%
TOTAL	11,964,574	15,356,758	6,398,649	4,761,972	5,390,945	35%

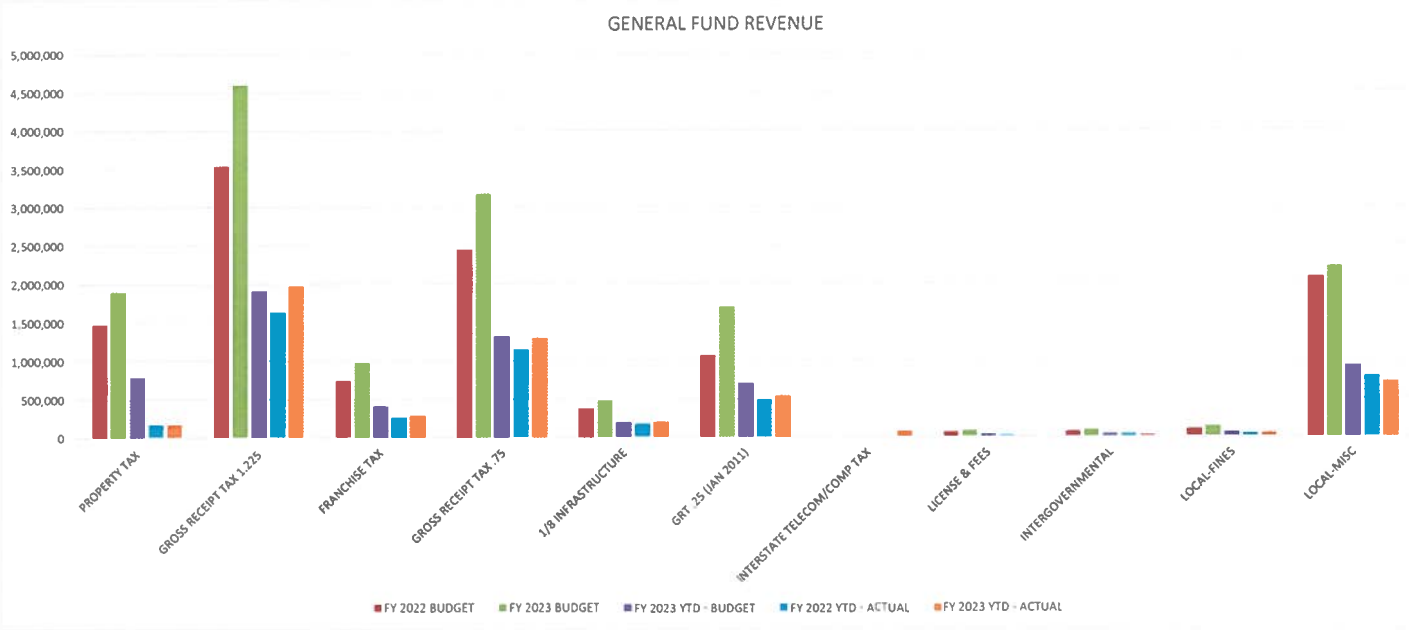
(License& Fees-Business Licenses, Liquor Licenses and Building Permits,Development Fees)
(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

FISCAL YEAR 2023

Total Budget to Actual Comparison

	A FY 2022 BUDGET	B FY 2023 BUDGET	C FY 2023 YTD - BUDGET	D FY 2022 YTD - ACTUAL	E FY 2023 YTD - ACTUAL	F FY 2023 AVAIL. BAL.	H (E/B) % BDGT
JUDICIAL	343,535	338,638	141,099	117,266	100,129	238,509	30%
GOVERNING BODY	62,383	65,264	27,193	23,387	26,057	39,207	40%
MAYOR	171,068	87,975	36,656	31,805	5,689	82,286	6%
MANAGER	225,103	357,321	148,884	118,290	119,427	237,894	33%
MUNICIPAL CLERK	303,896	318,179	132,575	111,651	119,637	198,542	38%
CITY ATTORNEY	233,815	238,356	99,315	92,185	50,955	187,401	21%
PERSONNEL/HR	365,536	452,666	188,611	118,889	127,070	325,596	28%
FINANCE	645,125	636,982	265,409	225,699	191,681	445,301	30%
COMMUNITY DEV.	713,041	601,659	250,691	271,017	211,763	389,896	35%
POLICE	4,322,569	4,647,127	1,936,303	1,485,157	1,525,380	3,121,747	33%
CODE ENFORCEMENT	9,900	241,487	100,620	1,155	3,962	237,525	2%
ANIMAL SHELTER	262,440	474,167	197,570	71,140	108,364	365,803	23%
FIRE	1,580,346	1,727,799	719,916	607,119	547,627	1,180,172	32%
PUBLIC WORKS/AIRPORT	752,780	892,831	372,013	353,013	226,521	666,310	25%
PARKS	518,137	546,837	227,849	184,646	235,302	311,535	43%
LIBRARY	279,282	328,032	136,680	106,464	113,076	214,956	34%
MUSEUM	182,772	203,387	84,745	44,781	25,664	177,723	13%
GENERAL SERVICES	1,990,349	4,029,967	1,679,153	782,855	921,575	3,108,392	23%
TRANSFERS	917,352	1,099,309	458,045	382,132	457,917	641,392	42%
TOTAL	13,879,429	17,287,983	7,203,326	5,128,650	5,117,795	12,170,188	30%

Surplus to date 273,151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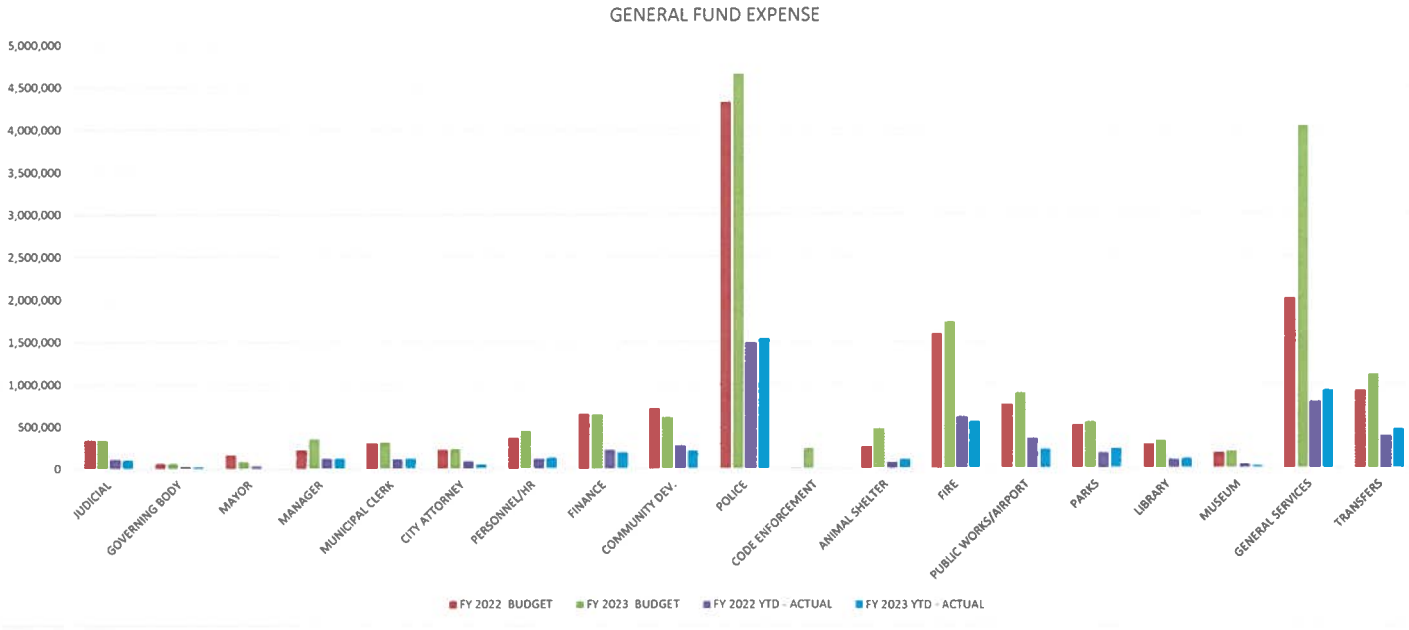
4,500,000
4,000,000
3,500,000
3,000,000
2,500,000
2,000,000
1,500,000
1,000,000
500,000
0
PROPERTY TAX
GROSS RECEIPT TAX 1.225
FRANCHISE TAX
GROSS RECEIPT TAX .75
1/8 INFRASTRUCTURE
GRT .25 (JAN 2011)
INTERSTATE TELECOM/COMP TAX
LICENSE & FEES
INTERGOVERNMENTAL
LOCAL-FINES
LOCAL-MISC
FY 2022 BUDGET
FY 2023 BUDGET
FY 2023 YTD - BUDGET
FY 2022 YTD - ACTUAL
FY 2023 YTD - ACTUAL


GENERAL FUND EXPENSE
5,000,000
4,500,000
4,000,000
3,500,000
3,000,000
2,500,000
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1,500,000
1,000,000
500,000
0
JUDICIAL
GOVERNING BODY
MAYOR
MANAGER
MUNICIPAL CLERK
CITY ATTORNEY
PERSONNEL/HR
FINANCE
COMMUNITY DEV.
POLICE
CODE ENFORCEMENT
ANIMAL SHELTER
FIRE
PUBLIC WORKS/AIRPORT
PARKS
LIBRARY
MUSEUM
GENERAL SERVICES
TRANSFERS
FY 2022 BUDGET
FY 2023 BUDGET
FY 2022 YTD - ACTUAL
FY 2023 YTD - ACTUAL

ENTERPRISE FUNDS-REVENUE COMPARISON
THRU NOVEMBER 30, 2022 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2023

Total Budget to Actual Comparison

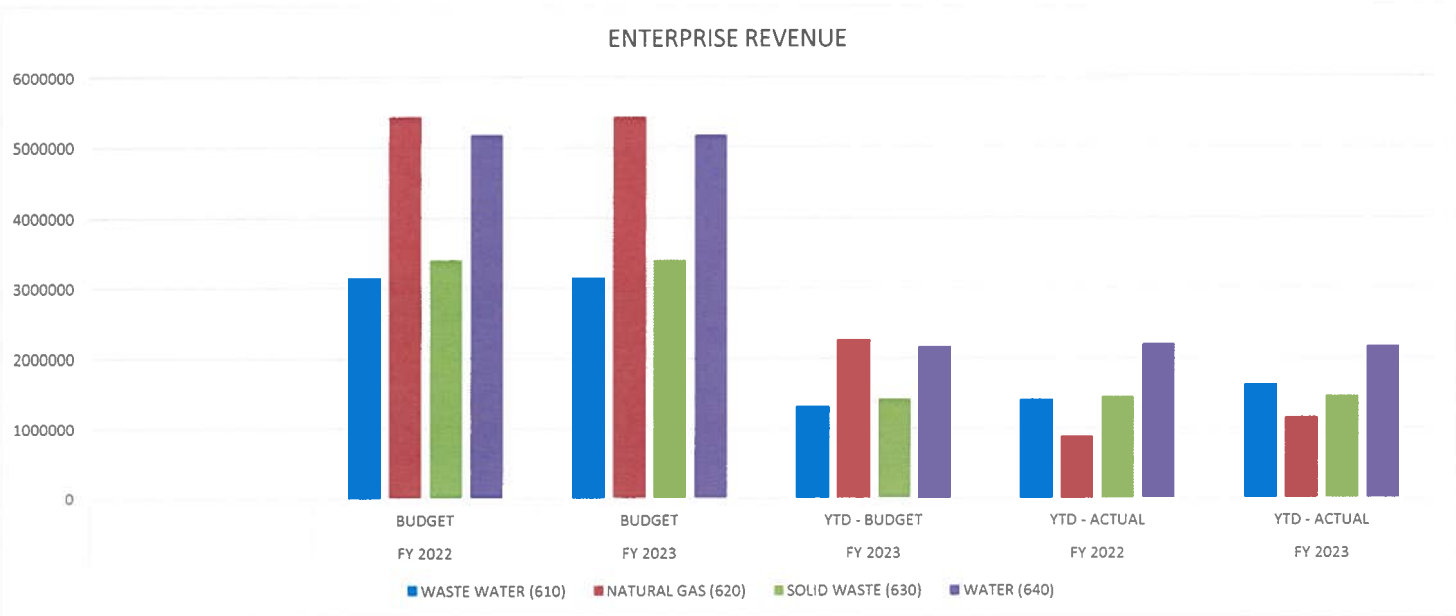
	A	B	C	D	E	G
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	(E/B) % BUDGET
WASTE WATER (610)	3,141,800	3,141,800	1,309,083	1,404,921	1,625,161	52%
NATURAL GAS (620)	5,436,000	5,436,000	2,265,000	881,512	1,164,530	21%
SOLID WASTE (630)	3,405,400	3,405,400	1,418,917	1,449,024	1,455,700	43%
WATER (640)	5,176,220	5,176,220	2,156,758	2,192,803	2,165,395	42%
Total of Enterprise Funds	17,159,420	17,159,420	7,149,758	5,928,261	6,410,785	37%

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU NOVEMBER 30, 2022 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2023

Total Budget to Actual Comparison

	A	B	C	D	E	F	H
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	FY 2022 AVAIL. BAL.	(E/B) % BUDGET
WASTE WATER(610)	3,289,814	3,289,814	1,370,756	1,007,927	1,144,371	2,145,443	35%
NATURAL GAS (620)	6,203,037	6,203,037	2,584,599	1,024,504	1,573,322	4,629,715	25%
SOLID WASTE (630)	3,853,165	3,853,165	1,605,485	1,222,142	1,307,965	2,545,200	34%
WATER (640)	5,371,579	5,371,579	2,238,158	1,761,117	2,151,221	3,220,358	40%
Total of Enterprise Funds	18,717,595	18,717,595	7,798,998	5,015,691	6,176,879	12,540,716	33%

Surplus to date 233,906.46


ENTERPRISE REVENUE
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5000000
4000000
3000000
2000000
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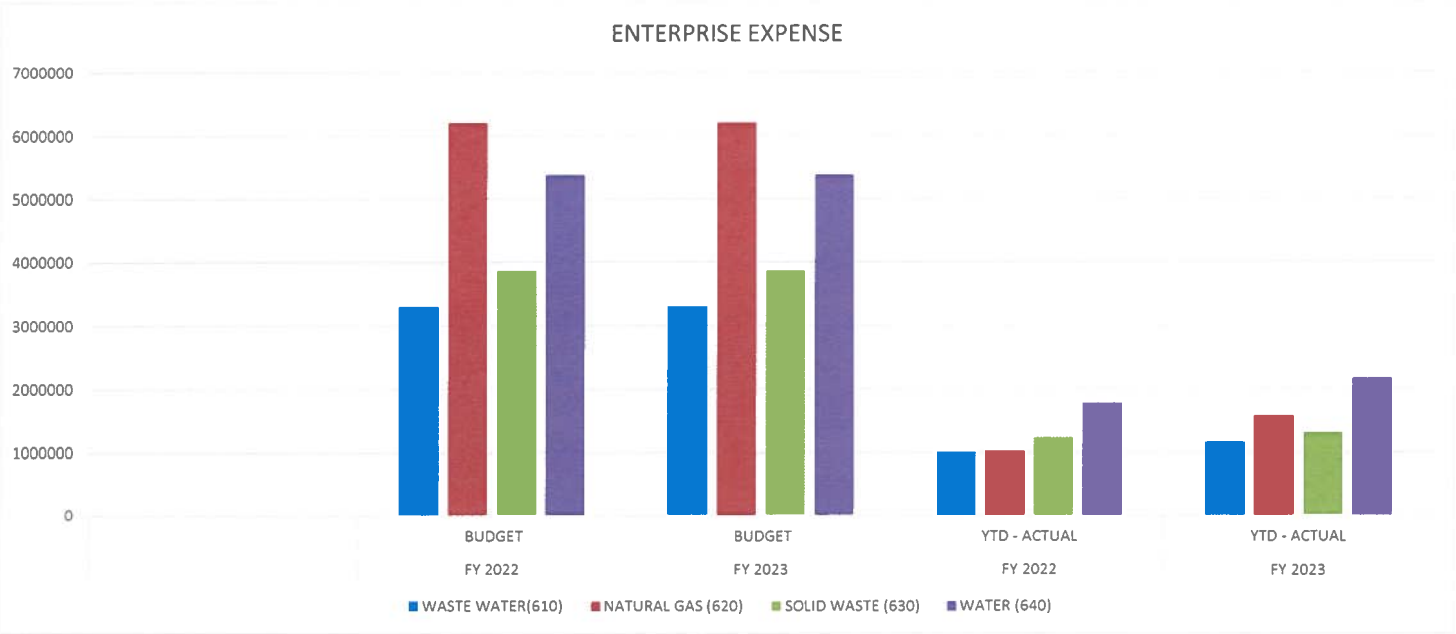
BUDGET FY 2022
BUDGET FY 2023
YTD - BUDGET FY 2023
YTD - ACTUAL FY 2022
YTD - ACTUAL FY 2023
WASTE WATER (610)
NATURAL GAS (620)
SOLID WASTE (630)
WATER (640)


ENTERPRISE EXPENSE
7000000
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5000000
4000000
3000000
2000000
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BUDGET FY 2022
BUDGET FY 2023
YTD - ACTUAL FY 2022
YTD - ACTUAL FY 2023
WASTE WATER(610)
NATURAL GAS (620)
SOLID WASTE (630)
WATER (640)

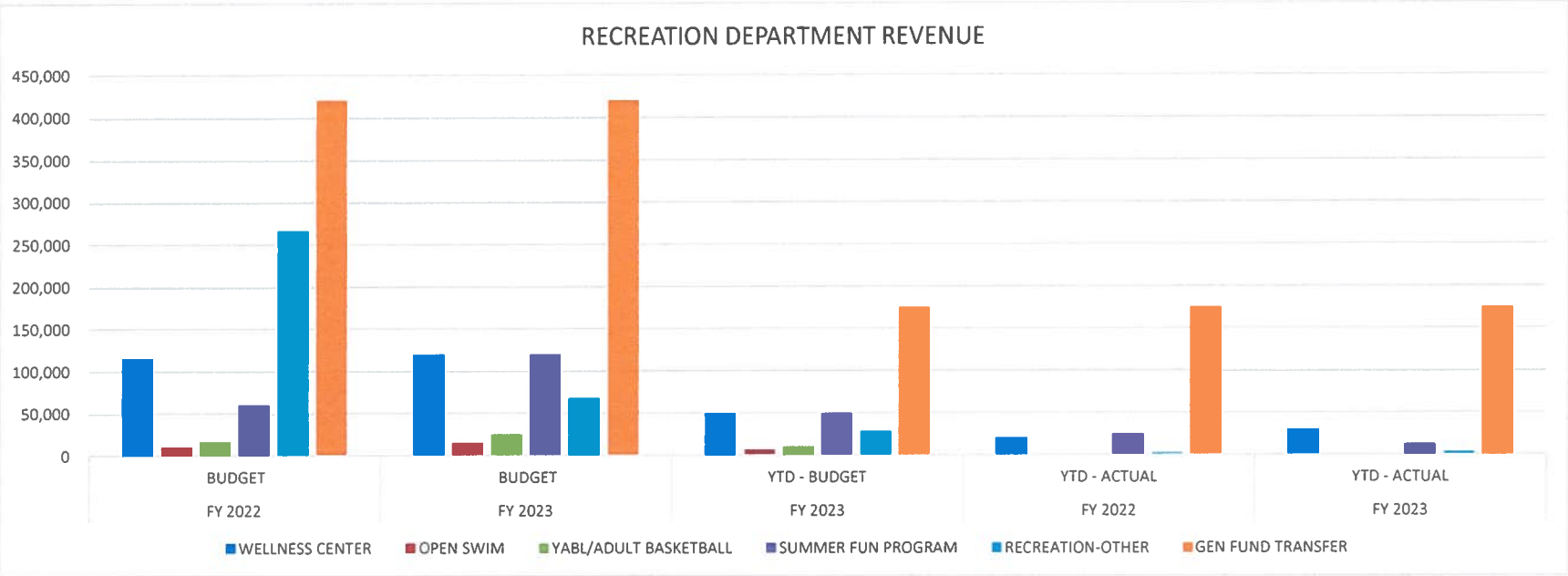
RECREATION DEPARTMENT-REVENUE COMPARISON
THRU NOVEMBER 30, 2022 - 42% OF YEAR LAPSED 5 OF 12 MONTHS
FISCAL YEAR 2023

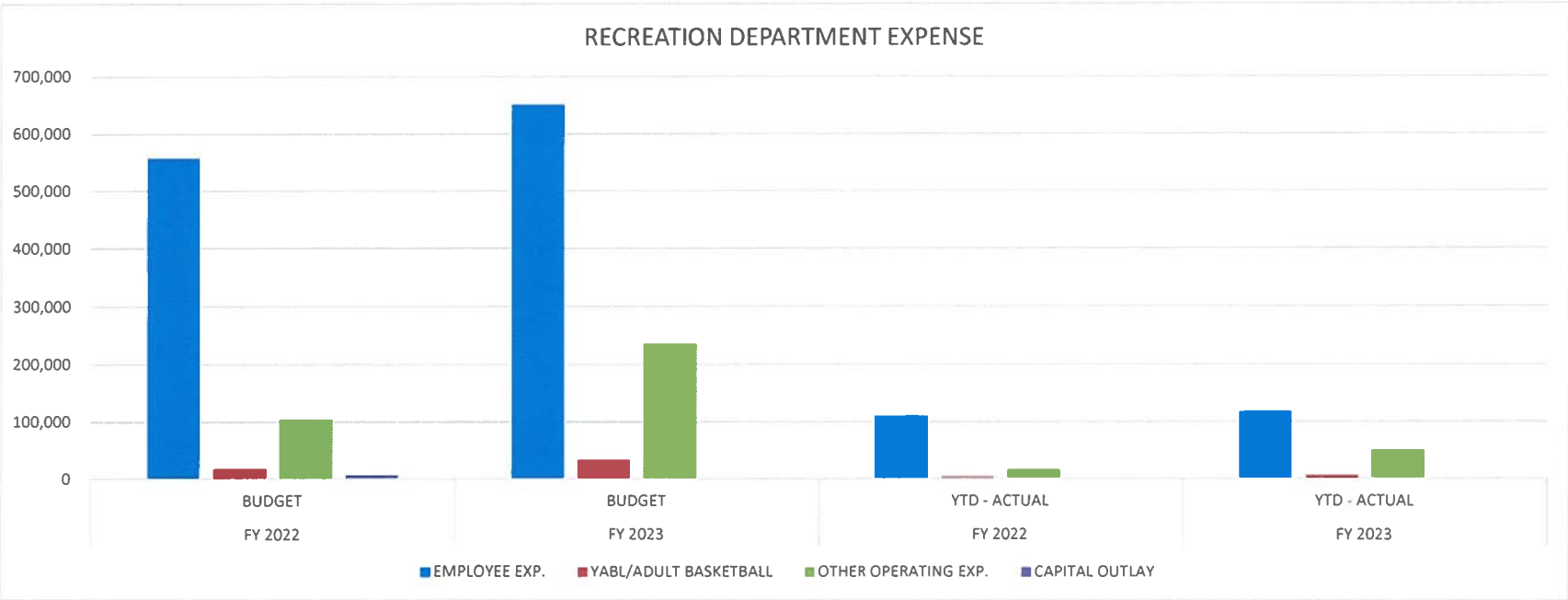
	A	B	C	D	E	G (E/B)
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	% REV
WELLNESS CENTER	115,000	120,000	50,000	20,093	29,791	25%
OPEN SWIM	10,000	15,000	6,250	0	0	0%
YABL/ADULT BASKETBALL	16,500	25,000	10,417	0	0	0%
SUMMER FUN PROGRAM	60,000	120,000	50,000	24,838	12,549	10%
RECREATION-OTHER	266,500	67,500	28,125	1,720	2,907	4%
GEN FUND TRANSFER	420,686	420,686	175,286	175,216	175,216	42%
TOTAL	888,686	768,186	320,078	221,867	220,463	29%

RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU NOVEMBER 30, 2022- 42% OF YEAR LAPSED 5 OF 12 MONTHS
FISCAL YEAR 2023

	A	B	C	D	E	F	H (E/B)
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	FY 2023 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	556,903	650,920	271,217	109,728	117,573	533,347	18%
YABL/ADULT BASKETBALL	16,500	32,500	13,542	3,423	5,543	26,957	17%
OTHER OPERATING EXP.	104,350	235,000	97,917	15,618	49,985	185,015	21%
CAPITAL OUTLAY	6,000	0	0	0	0	0	#DIV/0!
TOTAL	683,753	918,420	382,675	128,768	173,101	745,319	19%

Surplus to date 47,362


RECREATION DEPARTMENT REVENUE
450,000
400,000
350,000
300,000
250,000
200,000
150,000
100,000
50,000
0
BUDGET FY 2022
BUDGET FY 2023
YTD - BUDGET FY 2023
YTD - ACTUAL FY 2022
YTD - ACTUAL FY 2023
WELLNESS CENTER
OPEN SWIM
YABL/ADULT BASKETBALL
SUMMER FUN PROGRAM
RECREATION-OTHER
GEN FUND TRANSFER


RECREATION DEPARTMENT EXPENSE
700,000
600,000
500,000
400,000
300,000
200,000
100,000
0
BUDGET FY 2022
BUDGET FY 2023
YTD - ACTUAL FY 2022
YTD - ACTUAL FY 2023
EMPLOYEE EXP.
YABL/ADULT BASKETBALL
OTHER OPERATING EXP.
CAPITAL OUTLAY

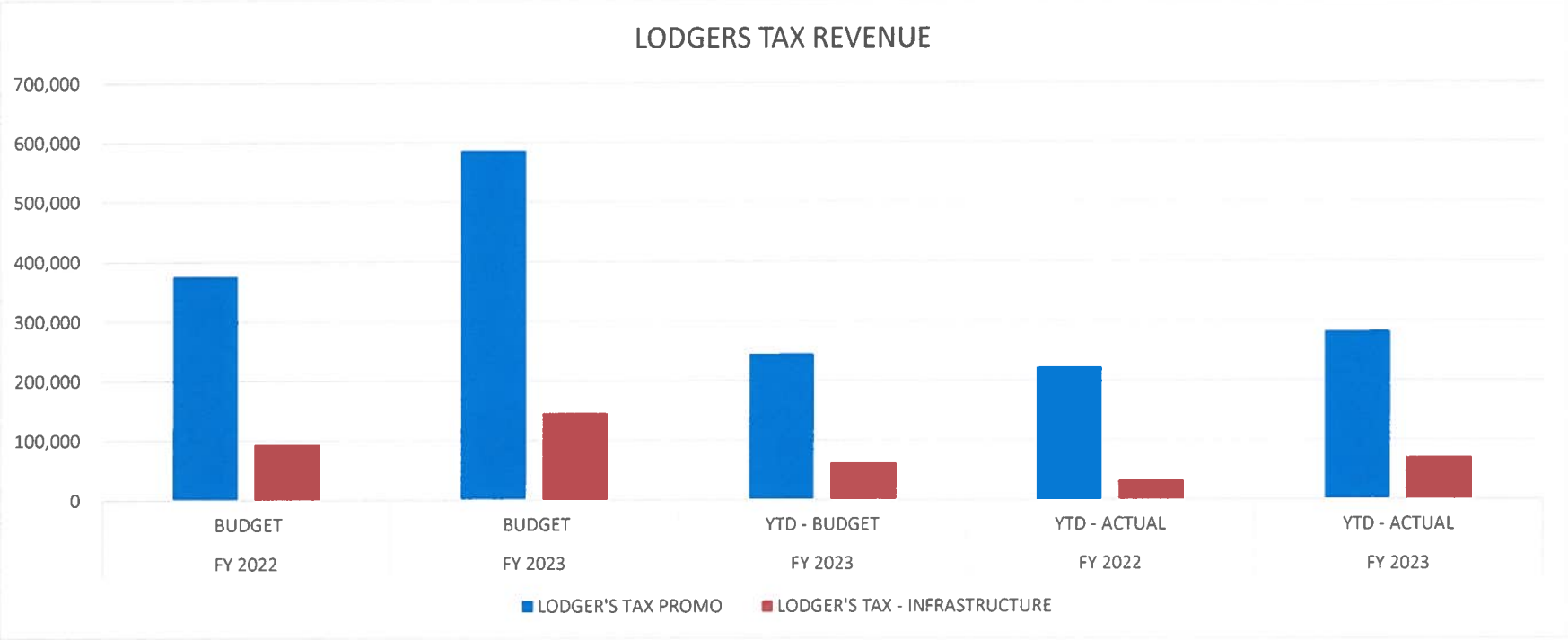
LODGERS TAX PROMOTION - REVENUE COMPARISON
THRU NOVEMBER 30, 2022 - 42% OF YEAR LAPSED 5 OF 12 MONTHS
FISCAL YEAR 2023

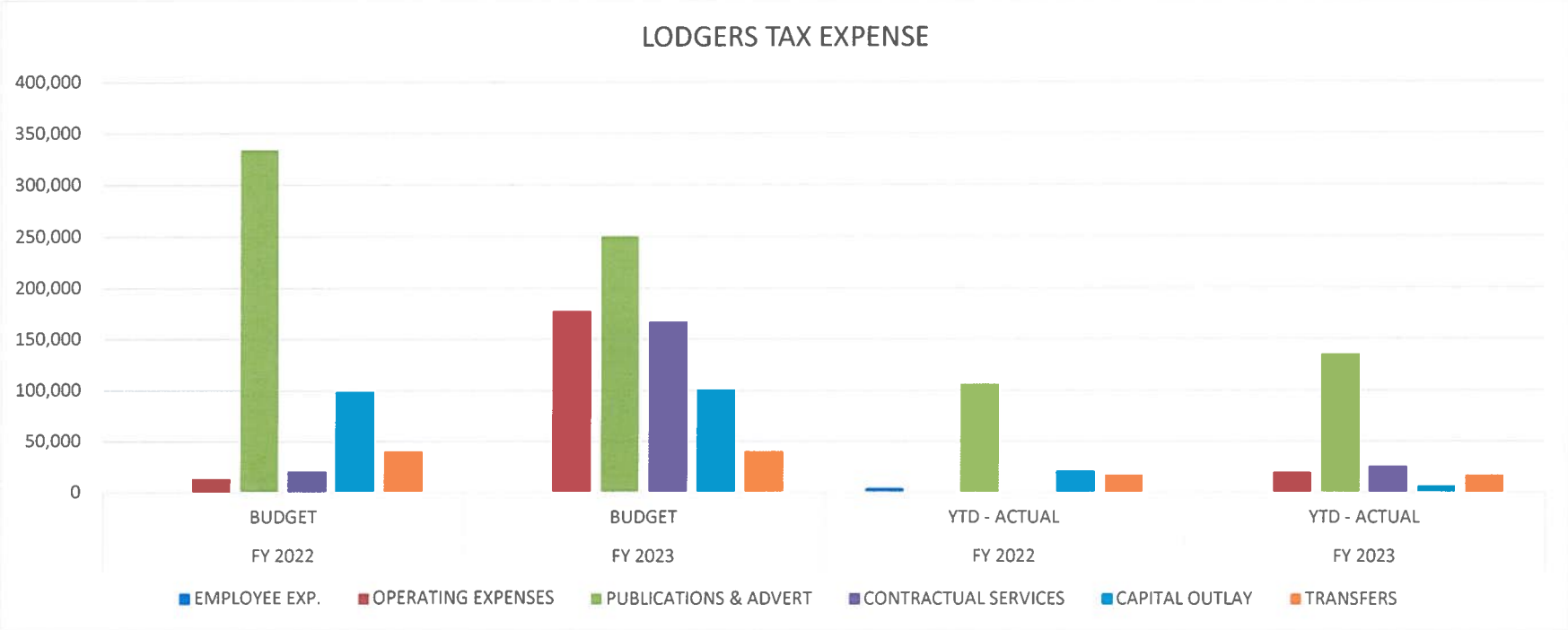
	A	B	C	D	E	G
						(E/B)
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	% REV
LODGER'S TAX PROMO	376,000	586,400	244,333	221,987	281,815	48%
LODGER'S TAX - INFRASTRUCTURE	94,000	146,600	61,083	31,794	70,454	48%
TOTAL	470,000	733,000	305,417	253,780	352,268	48%

LODGERS TAX PROMOTION - EXPENDITURE COMPARISON
THRU NOVEMBER 30, 2022 - 42% OF YEAR LAPSED 5 OF 12 MONTHS
FISCAL YEAR 2023

	A	B	C	D	E	F	H
							(E/B)
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	FY 2023 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	0	0	0	3,843	0	0	#DIV/0!
OPERATING EXPENSES	13,000	177,000	73,750	0	18,832	158,168	11%
PUBLICATIONS & ADVERT	334,000	250,000	104,167	105,573	134,727	115,273	54%
CONTRACTUAL SERVICES	20,000	166,000	69,167	0	25,000	141,000	15%
CAPITAL OUTLAY	97,900	100,000	41,667	19,900	5,804	94,196	6%
TRANSFERS	40,000	40,000	16,667	16,660	16,660	23,340	42%
TOTAL	504,900	733,000	305,417	145,976	201,022	531,978	27%

Surplus to Date 151,246


LODGERS TAX REVENUE
700,000
600,000
500,000
400,000
300,000
200,000
100,000
0
BUDGET FY 2022
BUDGET FY 2023
YTD - BUDGET FY 2023
YTD - ACTUAL FY 2022
YTD - ACTUAL FY 2023
LODGER'S TAX PROMO
LODGER'S TAX - INFRASTRUCTURE


LODGERS TAX EXPENSE
400,000
350,000
300,000
250,000
200,000
150,000
100,000
50,000
0
BUDGET FY 2022
BUDGET FY 2023
YTD - ACTUAL FY 2022
YTD - ACTUAL FY 2023
EMPLOYEE EXP.
OPERATING EXPENSES
PUBLICATIONS & ADVERT
CONTRACTUAL SERVICES
CAPITAL OUTLAY
TRANSFERS

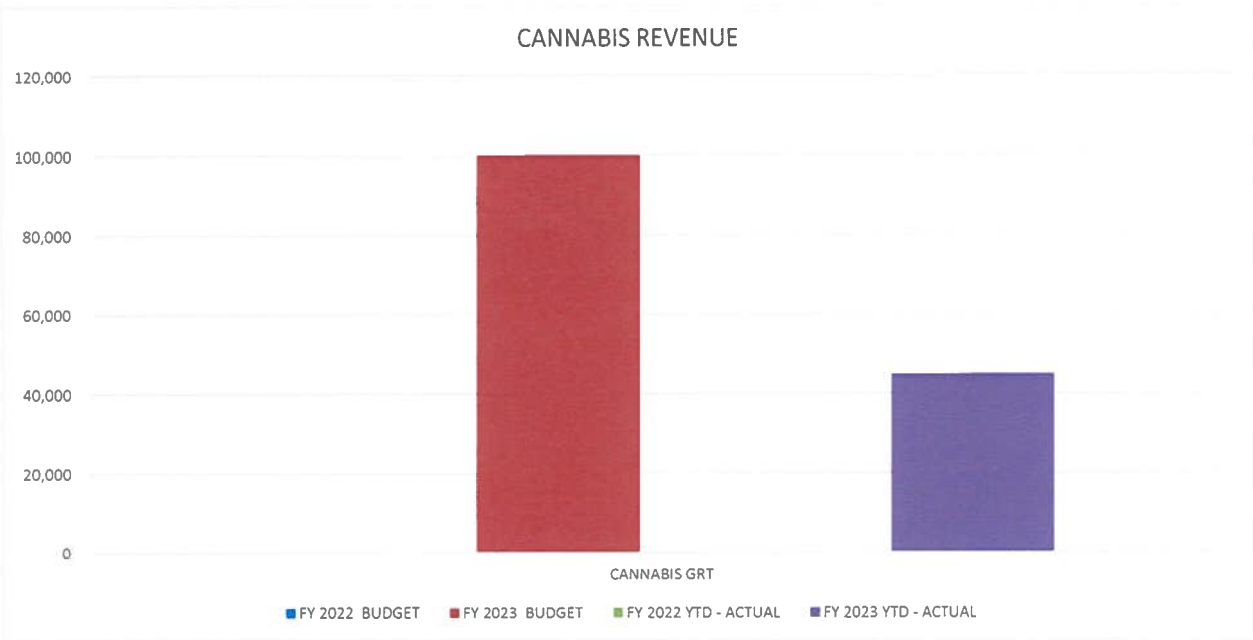
CANNABIS - REVENUE COMPARISON
THRU NOVEMBER 30, 2022 - 42% OF YEAR LAPSED 4 OF 12 MONTHS
FISCAL YEAR 2023

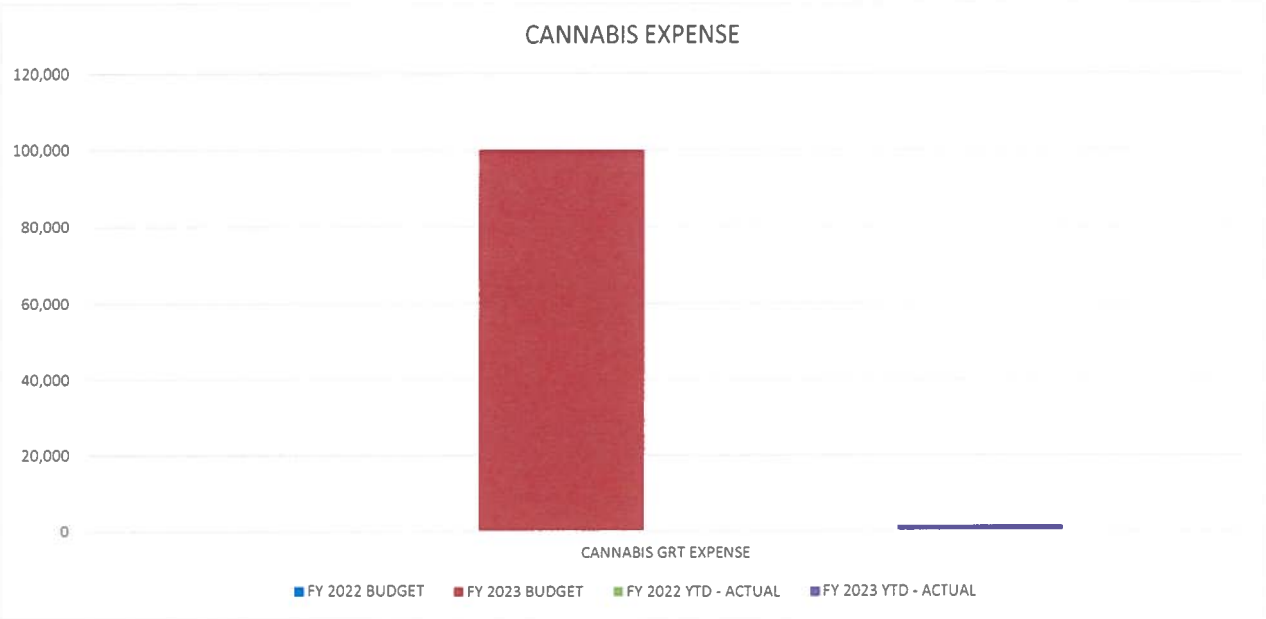
	A	B	C	D	E	G
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	(E/B) % REV
CANNABIS GRT	0	100,000	25,000	0	44,772	45%
TOTAL	0	100,000	25,000	0	44,772	45%

CANNABIS - EXPENDITURE COMPARISON
THRU NOVEMBER 30, 2022 - 42% OF YEAR LAPSED 4 OF 12 MONTHS
FISCAL YEAR 2023

	A	B	C	D	E	F	H
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	FY 2023 AVAIL. BAL.	(E/B) % BDGT
CANNABIS GRT EXPENSE	0	100,000	25,000	0	1,343	98,657	1%
TOTAL	0	100,000	25,000	0	1,343	98,657	1%

Surplus to Date 43,429


CANNABIS REVENUE
120,000
100,000
80,000
60,000
40,000
20,000
0
CANNABIS GRT
FY 2022 BUDGET
FY 2023 BUDGET
FY 2022 YTD - ACTUAL
FY 2023 YTD - ACTUAL


CANNABIS EXPENSE
120,000
100,000
80,000
60,000
40,000
20,000
0
CANNABIS GRT EXPENSE
FY 2022 BUDGET
FY 2023 BUDGET
FY 2022 YTD - ACTUAL
FY 2023 YTD - ACTUAL

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: December 21, 2022

Date Submitted: 12/12/22 **Department:** Executive

Item: Presentation by Chad Brown, an area artist who would like to create a Phoenix to commemorate the wild fire.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:
Mayor Louie Trujillo

Reviewed By:

_____
Finance Director

Leo Maestas By R
City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

Revised October 2020

MINUTES OF THE CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING HELD ON THURSDAY, DECEMBER 8, 2022 AT 1:30 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: Louie A. Trujillo

COUNCILORS: David G. Romero
Barbara Casey
Michael L. Montoya
David Ulibarri

ALSO PRESENT: Leo Maestas, City Manager
Danielle Sena, Deputy City Clerk
Caleb Marquez, Sergeant at Arms

CALL TO ORDER

Mayor Trujillo called the meeting to order at 1:30 pm.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo thanked all City employees for their hard work and was impressed with the beauty around town, all the lights and the Christmas trees looked beautiful. Mayor Trujillo advised the parade was wonderful and asked to take a moment to ask for blessings upon everyone who is working so hard to make this holiday season special.

APPROVAL OF AGENDA

Councilor Casey 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 G. Romero	Yes	David Ulibarri	Yes
Barbara Casey	Yes	Michael L. Montoya	Yes

Deputy City Clerk Sena advised the motion carried.

PUBLIC INPUT

There was no public input

Councilor Romero advised the meeting was not streaming on YouTube and asked if it was being recorded.

City Manager Maestas advised the audio was being recorded and would try to upload the video at a later time.

Mayor Trujillo asked if it was recording.

IT Manager Roybal advised yes, it was recording.

BUSINESS ITEMS

1. Discussion/Direction on the following items:
    a. 2023 Capital Outlay Request - Application is due on January 12, 2023

Consultant Robert Archuleta discussed the new process for submitting projects to the Legislature. Mr. Archuleta advised he would have to contact DFA if there are new projects that need to be added to the ICIP.

Councilor Casey voiced her concerns regarding individual community members in the past making legislative requests without letting the City know and asked how they could ensure that doesn't happen.

Mr. Archuleta recommended conveying that information to the legislators and passing an ordinance that states all Capital Outlay requests go through the governing body prior to being submitted.

Mayor Trujillo voiced his concerns regarding some projects listed on the ICIP being secondary to him compared to the major issues they are facing with the water and water projects. Mayor Trujillo voiced his concerns regarding certain projects be put aside until they have funding plans for some of the water projects.

Councilor Romero advised they need to pick some items from the ICIP list to seek funding for them. Councilor Romero advised legislators told him not to leave out projects that we may need just because of the water infrastructure.

Councilor Casey advised a priority for the City is to build it back up, the City Museum and Courthouse are public buildings that people see, the Carnegie Library is the last Carnegie Library in the state and it must be preserved and is in need of an elevator, and the Old City Hall is one of the first things people see when coming into town.

Mayor Trujillo asked what type of action they needed from council regarding this item.

Councilor Montoya advised he had received an email from staff advising they had until January 12, 2023 to submit a priority list of requests they may have for this year's legislative session. Councilor Montoya advised last year Mayor and Council prioritized what projects they would submit. Councilor Montoya advised they picked the top 4 projects that required a lot of funding and they didn't get any funding. Councilor Montoya discussed some projects that have been funded.

Mayor Trujillo advised last year legislators were interested in funding projects that were close to completion and that's why the dollar amounts were big.

Discussion took place regarding separating what is a need for the City from what is a want for the City, such as the water and wastewater infrastructure, an elevator at the library and street improvements that are drastically needed, how the

language should be written when submitting requests for funding and what projects to prioritize to submit for funding.

City Manager Maestas asked Mr. Archuleta if they could go into the ICIP portal and update projects until they are general enough to encompass different types of projects.

Mr. Archuleta advised yes, as long as they request from DFA that that's what they want to do.

Councilor Montoya discussed his concerns with the Old City Hall and the need to secure the building.

Mayor Trujillo asked what the council's recommendations were.

City Manager Maestas recommended that they come up with 5 general topics.

Discussion took place regarding how much money has been used towards the Old City Hall building and how much it would cost to renovate that building.

Councilor Casey advised as a former Legislator, requests for Capital Outlay projects should not be vague as to what the monies will be used for, or else they won't receive any funding. Councilor Casey advised they need to be specific on requests for Capital Outlay projects. Councilor Casey advised the State would be receiving more revenue than they have in the past, if they are judicious in how they select what they need and items dealing with water could be used with ARPA funds.

Councilor Ulibarri voiced his concerns regarding the roads in his ward on west Valencia St., and Douglas Avenue and also his concerns regarding the Carnegie Library, the Museum and the Courthouse.

Public Works Director Lopez discussed the process when applying for funding through the NMDOT Transportation Project Fund for road improvements/projects.

Councilor Romero advised that Secretary Keyes stated that the Film Museum and Film Studio needed to be on the ICIP for the possibility of funding coming through economic development.

Mr. Archuleta advised the Film Production Studio was added to the ICIP and the Museum could be added.

Councilor Casey advised the language provided by either Legislative Counsel Services or DFA, #13 on pg. 6 states, Brief project description (legislative language), Please provide a brief description that broadly describes the intent of your capital project, for example, "to renovate a gymnasium in the Holiday community center in Taos in Taos county", in other words you can't just say to renovate a gym in Taos county, you have to say where it's going to be located "to design and construct a fire station in Albuquerque in Bernalillo county" or "to purchase and equip vehicles for the sheriff's department in Luna county"so you can't say to purchase vehicles for public safety or law enforcement, it has to more specific than that. Councilor Casey advised the language states, your project description should end with the project location, so if you're requesting money for streets you can't just say for streets in Las Vegas, at least state the specific area in town. Councilor Casey advised they need to be careful on how they ask for money and they need to follow the instructions they were given.

Discussion took place regarding projects that should remain on the ICIP that may need additional funding for additional needs in the future until fully completed.

Mayor Trujillo advised for the sake of time if they could move on to the next items on the agenda and then come back to the item on Capital Outlay requests.

b. Allocation of Opioid funding in the amount of $37,166.57

Mayor Trujillo voiced his recommendation for the allocation of opioid funding in the amount of $37,166.57 going towards the inpatient treatment facility. Mayor Trujillo advised the allocation of Municipal Court fees is already designated in the ordinance.

Councilor Casey agreed with Mayor Trujillo and advised item e. was already an ordinance and did not require any action, the opioid funding in the amount of $37,166.57 isn't a lot of money and could go towards the renovations of the building as well as the cannabis funding right now.

Mayor Trujillo advised the allocation of cannabis funding would always be revolving and the future monies from cannabis would be decided later on.

City Manager Maestas advised item 1b., by the middle of December there will be about $200,000 in the opioid account and after speaking with Mr. Mackmath from the Attorney General's Office the City will continue to receive around $35,000 a year for the next 17 years, there is another settlement in the works.

Mayor Trujillo advised the current amounts today that were listed on the agenda is what they will decide on today and bring these items back to discuss the future funding.

Councilor Montoya advised with the amount of $200,000, he hoped to set aside $20,000-$30,000 for the Police department to bring awareness and drug prevention, Public Safety and education to the youth in the community. Councilor Montoya advised he supports the treatment facility but they need to catch the problem before it starts. Councilor Montoya advised this could help supply the Police department to have funding for materials to teach the youth. Councilor Montoya advised the cannabis funding coming in could be used on various things such as an increase or a bonus for new Police officers.

Discussion took place regarding the Municipal Court fees.

Mayor Trujillo advised the amounts listed on the agenda is what needed to be decided on and any future monies will be brought back to council to decide what to use it on.

Discussion took place regarding the opioid funding amount that's been received.

Mayor Trujillo agreed with Councilor Montoya regarding funding going towards training, community outreach and possibly even drug enforcement.

Councilor Romero asked Fire Chief Spann if they respond to overdose calls as well.

Fire Chief Spann advised yes they do.

Councilor Romero advised the Fire department should also be involved in the funding since they respond to overdose calls.

City Manager Maestas discussed the list of things the opioid funding could be used on.

Mayor Trujillo asked if there was a consensus for the amounts of $37,166.57 and $44,772 going towards the treatment facility.

Councilor Montoya advised he was going to stick to his request and invest in the community.

Councilor Casey voiced her opinion with the opioid funding in the amount of $37,166.57 going towards the treatment facility now since there would be $200,000 by the middle of December in the opioid funding and $170,000 can go towards the Police and Fire departments. Councilor Casey advised they could show their support of the treatment facility by using $37,166.57 towards it.

Councilor Montoya made a motion to use the opioid funding in the amount of $37,166.57 towards the Police and Fire departments to be utilized for drug awareness programs, drug prevention, public safety, and judicial education for the youth. Councilor Romero seconded the motion.

Councilor Casey voiced her concerns regarding $37,166.57 not being enough to purchase materials used for training.

Councilor Romero advised it could be a joint campaign between both departments.

Councilor Romero asked Mayor Trujillo to call for the question.

Mayor Trujillo advised there was a motion and a second. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Barbara Casey	No
David G. Romero	Yes	Michael L. Montoya	Yes

Deputy City Clerk Sena advised the motion carried.

c. Allocation of Cannabis funding in the amount of $44,772 (as of November 2022)

Councilor Casey made a motion to allocate the cannabis funding in the amount of $44,772 towards the Police and Fire departments to also be utilized for drug awareness programs, drug prevention, public safety, and judicial education for the youth. Councilor Romero seconded the motion. Mayor Trujillo advised there was a motion and a second. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
David Ulibarri	Yes	David G. Romero	Yes

Deputy City Clerk Sena advised the motion carried.

Mayor Trujillo asked that items 1b and 1c return in January to talk about the direction of future funding.

d. Allocation of American Rescue Plan Act (ARPA) funding in the amount of $1,595,027.

Councilor Casey made a motion to allocate the total amount of $1,595,027 to improve infrastructure for water and sewer. Councilor Ulibarri seconded the motion.

Councilor Romero asked who would make the determination on what needs to be done.

Councilor Casey advised the Utilities department, and advised there are water leaks all over town and pipes that break in the winter.

Utilities Director Gilvarry advised between water and wastewater they have 7 priority projects and with $1.5 million she could at least do 3 water lines and 3 sewer lines. Utilities Director Gilvarry asked if any of the money could be used for PERs (Preliminary Engineering Reports) that are required prior to doing large projects like the Water Treatment Plant replacement.

Discussion took place regarding legislative funding for PERs, the use of the $1.5 on 3 projects for water and 3 projects for wastewater lines and generators at WasteWater Treatment Plant.

Councilor Casey advised if it can't be used then she rescinded her motion.

Councilor Montoya asked for Mayor and Council to bare with him and stated, "#1. We have 225 city employees (directors included) and we presently have 56 vacant positions, someone is carrying that load. Our employees have gone way beyond the call of duty these last couple of years and it hasn't gone unnoticed. These past years have been very stressful and challenging for our employees as well as their families. We had some employees or their families that were in or around the mix of the fire, 99% of employees stuck it out with us and really faced the challenges before them. As we all have seen and experienced this last year, it takes good leadership, and a team effort to get things done. In confronting the challenges before us, Covid, curfew, working from home in some cases, water restrictions, the fires and water situations, I strongly believe that as per the direction of this Mayor and Council, our Staff and employees and other partnerships throughout the state and the City made the right decisions at the right time in saving Las Vegas and its future. Not to say that we're not going to have other challenges ahead of us, believe it or not we are survivors. Now, I sit here time and again and I hear that we have great leadership and great employees and now this is our second opportunity to reward them with yet another one time $1,000 premium pay for all full time city employees, probationary employees to receive $500 now and $500 at the completion of their temporary period whether it's (6 mo.) or Fire (1 yr.), we would also include $500 premium pay for any part time employees (8), those employed after today would not benefit from this. #2. As we all know our staff has asked for millions of dollars in reimbursements from FEMA and the State.

One request was for reimbursement of overtime that took an impact to our budget, with that said, our essential employees like our City Manager, Utilities Director, Police Chief, Fire Chief and the Public Works Director did not qualify for that overtime, knowing that these individuals worked long and endless hours as part of their titles that they hold, making tough decisions during critical moments, and continuing to do so. These individuals have saved the city thousands of dollars if not millions. Therefore, I recommend they receive a one time premium pay in gratitude for their dedication and sacrifices during these challenging times, when we hired them we never knew we would be faced with these challenges and that wasn't part of their compensation either, for that I am requesting that the City Manager receive a $4,000 premium pay, Utilities Director $4,000 premium pay, Police Chief $2,000 premium pay, Fire Chief $2,000 premium pay and Public Facilities Director $2,000 premium pay. We are getting 1,595,027 from ARPA, last year we were able to assist employees with $232,000 around this time. This time I'm asking that we assist our employees because this isn't going to come next year or the years after. The amount would be $229,000 minus another $14,000 for staff and that still leaves $1,352,027 for infrastructural projects. I understand where you're coming from Mrs. Casey on the infrastructure badly in need but that is something that will never end and there are other sources of funding for that. In closing this is my recommendation and mine only, I will take whatever heat I have too from anyone. I just strongly believe that we have to take care of our employees and ought to reward them. Lastly I would say that this request excludes any elected official positions from receiving any of this funding and I stand for any questions Mr. Mayor".

Mayor Trujillo asked if that was a motion.

Councilor Montoya advised there was previously a motion and a second on the floor so they would need to rescind their previous motion.

Councilor Casey advised she had already rescinded her previous motion.

Councilor Montoya advised if there was no discussion he would make that recommendation and would like that verbatim for the minutes. Councilor Casey seconded the motion.

Discussion took place regarding what the motion was about due to Councilor Romero stepping out.

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

David G. Romero	Yes	David Ulibarri	Yes
Barbara Casey	Yes	Michael L. Montoya	Yes

Deputy City Clerk Sena advised the motion carried.

Councilor Casey made a motion for the reminder of the $1,595,027 after all employees mentioned to receive the premium pay be used for water and wastewater projects at the discretion of City Manager Maestas and Utilities Director Gilvarry. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
David Ulibarri	Yes	David G. Romero	Yes

Deputy City Clerk Sena advised the motion carried.

Mayor Trujillo thanked Councilor Montoya for working on his request and wished a Merry Christmas to all the hard working employees of the City of Las Vegas who deserve everything and more.

Councilor Montoya thanked the Mayor and Council for their leadership during the challenging times.

e. Allocation of Municipal Court fees in the General Fund in the amount of $42,191 as per Ordinance 21-10

Discussion took place regarding the ordinance stating the $20 fee going to the General Fund, the $15 fee going to Public Safety and the $5 fee going to the

Municipal Court Building and the need to create separate line items for purchase order purposes.

a. 2023 Capital Outlay Request - Application is due on January 12, 2023

Councilor Montoya asked if it would be simpler for Mayor and Council to submit a list of 4 big projects and 4 small projects to City Manager Maestas.

Mayor Trujillo advised the PERs should be on the ICIP.

Utilities Director Gilvarry discussed not having enough in her budget for the PERs but is seeking funding through Clean Water SRF, Hazard Mitigation and other routes to get funding.

Mayor Trujillo advised Council to get their lists to Mr. Archuleta by Friday.

Councilor Romero advised his priorities would be roads and road equipment.

City Manager Maestas suggested their lists consisting of 1 large project and 2 small projects.

Mayor Trujillo recommended for next year these items be discussed in October and November. Mayor Trujillo asked to update the council at the next meeting during the Mayors portion of the agenda.

Councilor Romero made a motion for Council to submit 1 large project and 4 smaller projects to Mr. Archuleta and City Manager Maestas . Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
David G. Romero	Yes	Barbara Casey	Yes

Deputy City Clerk Sena advised the motion carried.

ADJOURN

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

Deputy City Clerk Sena advised the motion carried.

Meeting adjourned at 3:08 pm.

_____

Mayor Louie A. Trujillo

ATTEST:

_____

Casandra Fresquez, City Clerk

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: December 21, 2022

Date Submitted: 11/21/22 **Department:** Executive

Item/Topic: Consideration to approve Easement Agreement between the City of Las Vegas and the Estate of Rosalia V. Crespin, real property commonly known as 1022 Tilden Street.

Fiscal Impact: N/A

Attachments: Easement Agreement with survey.

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 _____

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made this ___ day of November, 2022 ("Effective Date"), by and between the City of Las Vegas, a New Mexico home-rule municipality ("City") and the Estate of Rosalia V. Crespin ("Estate"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to as "Parties."

Recitals

Whereas, the City is the owner of real property commonly known as 11th Street right-of-way and Tilden Street right-of-way (collectively "ROW") and the alley behind 1022 Tilden Street ("Alley"), with the ROW and Alley (collectively referred to as "City Property"); and

Whereas, the Estate is the owner of the real property commonly known as 1022 Tilden Street, Las Vegas, San Miguel County, New Mexico 87701, and more particularly described as Lots 28 and 29, Block 2, of the Ortega Addition, within the City of Las Vegas, County of San Miguel, State of New Mexico (the "Residence"), which abuts the City Property on the southerly, westerly and northerly sides of the Residence; and

Whereas, a survey of the Residence, prepared by LSC Surveys LLC, and recorded with the San Miguel County Clerk's Office on September 27, 2021 as document 003398 and a copy of said survey with the Easement depicted is attached hereto as the last page of this Agreement ("Survey"), with said Survey showing the portion of the Residence's improvements which encroach onto the City's Property ("Encroachments"); and

Whereas, the Parties acknowledge the existence and location of the Encroachments, and desire to enter into this Agreement to resolve any issues that may exist regarding the Encroachments.

Now, therefore, in consideration of the foregoing recitals and the Survey, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Estate agree as follows:

1. City hereby grants to the Estate an easement over, under and through that certain property with the following legal description as shown on the Survey:

Situate at 1022 Tilden Avenue, Lots 28 and 29 of the Ortega Addition, Section 26, T.16N., R.16E., N.M.P.M. within the City of Las Vegas, County of San Miguel, State of New Mexico, being more particularly described as follows:

Beginning at a 1978 aluminum cap stamped "W-291 Reset" from whence S.61°30'11" W. a distance of 4809.62 feet to a point at the southwest corner as marked with a concrete nail with NMPS 6999 cap the true point and place of beginning of the easement described; Thence S.22°21'00" E. a distance of 1.91 feet to a point thence along the south boundary of described easement S.67°39'00" W. a distance of 53.52 feet to a point at the west boundary of the easement described; Thence along the west boundary N.22°11'21" W. a distance of 170.45 feet to the northwest corner of the easement described; Thence along the north boundary N.68°22'36" E. a distance of 76.22 feet to the northeast corner of the easement described; Thence along the east boundary S.21°37'24" E. a distance of 4.0 feet to the northeast corner of the lot described; Thence along the north boundary S.67°39'00" W. a distance of 50.0 to the northwest corner of the lot described; Thence along the west boundary S.22°11'21" E. a distance of 164.50 feet to the southwest corner of the lot described; Thence along the south boundary N.67°39'00" E. a distance of 50.0 feet to the true point and place of beginning. Easement area = 895.0 square feet more or less (collectively the "Easement").

2. If, at some time in the future, the Encroachments are removed from the City Property, then the City may terminate this Agreement as to the portion of this Agreement affected by the removed Encroachments by providing written notice of said termination to all persons and entities who have an interest in the Easement. City and Estate agree that neither the Estate or any heir, successor or assign of the Estate, or any other subsequent party in interest, shall expand the Encroachments beyond their current location.

3. This Agreement shall inure to the heirs, successors and/or assigns of the Parties, and so long as the Encroachments exist, shall be a perpetual easement that runs with the land.

4. This Agreement shall be governed by the laws of the State of New Mexico, with venue for any dispute arising under this Agreement being the Fourth Judicial District Court in Las Vegas, New Mexico, and any modification of this Agreement shall be in writing.

5. The Estate hereby indemnifies and agrees to hold City harmless from any and all liability, loss, cost, damage, injury and expenses arising out of or in any way connected with the maintenance or repair of the Encroachments by the Estate. This Agreement contains all the agreements between the Parties regarding the matters expressly contained herein, and all prior agreements, understandings, whether written or oral, are hereby merged into this Agreement.

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

CITY OF LAS VEGAS

_____
Leo Maestas, City Manager

Attest:

_____
Casandra Fresquez, City Clerk

Approved as to legal sufficiency only

_____
City Attorney

ESTATE OF ROSALIA V. CRESPIN:

_____
Francisco Crespin, Personal Representative of the Estate of Rosalia V. Crespin

STATE OF NEW MEXICO)
COUNTY OF _____)

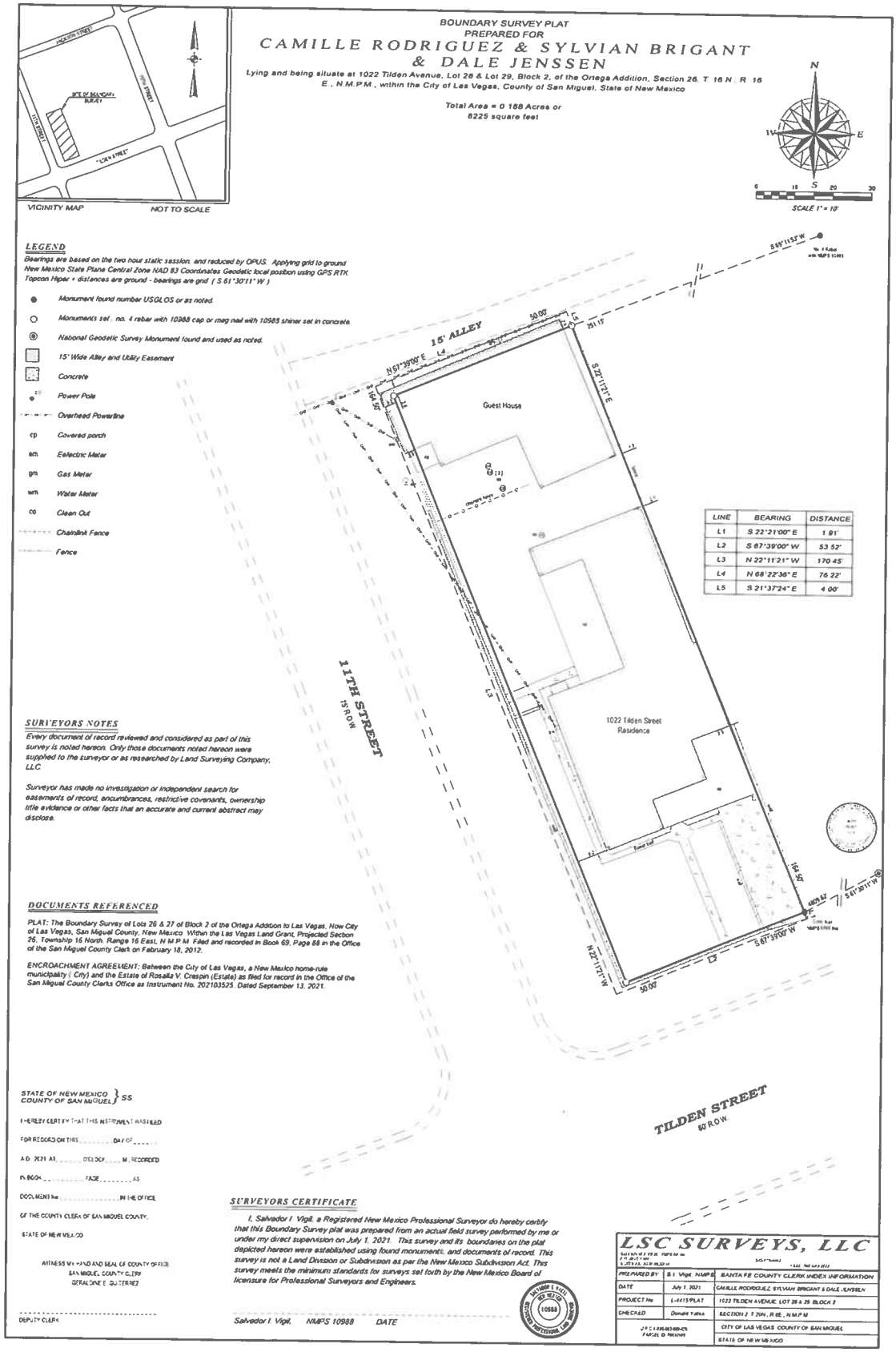
The foregoing agreement was acknowledged before me on November _____, 2022 by Leo Maestas, as City Manager for the City of Las Vegas, New Mexico.

_____
Notary

STATE OF NEW MEXICO)
COUNTY OF _____)

The foregoing agreement was acknowledged before me on November _____, 2022 by Francisco Crespin, as personal representative of the Estate of Rosalia V. Crespin.

_____
Notary

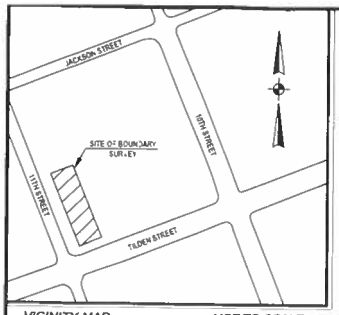

BOUNDARY SURVEY PLAT
PREPARED FOR
CAMILLE RODRIGUEZ & SYLVIAN BRIGANT
& DALE JENSSEN
Lying and being situate at 1022 Tilden Avenue, Lot 26 & Lot 29, Block 2, of the Ortega Addition, Section 26, T. 16 N., R. 16 E., N.M.P.M., within the City of Las Vegas, County of San Miguel, State of New Mexico
Total Area = 0.168 Acres or 8225 square feet
VICINITY MAP
NOT TO SCALE
SCALE 1" = 10'
LEGEND
Bearings are based on the two hour static session, and reduced by OPUS. Applying grid to ground New Mexico State Plane Central Zone NAD 83 Coordinates Geodetic local position using GPS RTK Topcon Hiper + distances are ground - bearings are grid (S 61°30'11" W)
Monument found number USGLOS or as noted.
Monuments set, no. 4 rebar with 10988 cap or mag nail with 10988 shiner set in concrete.
National Geodetic Survey Monument found and used as noted.
15' Wide Alley and Utility Easement
Concrete
Power Pole
Overhead Powerline
cp Covered porch
em Eelectric Meter
gm Gas Meter
wm Water Meter
co Clean Out
Chainlink Fence
Fence
15' ALLEY
11TH STREET
15' R.O.W.
TILDEN STREET
60' R.O.W.
Guest House
1022 Tilden Street Residence
Fence Line
N 57°39'00" E
S 27°17'21" E
S 67°39'00" W
N 22°17'21" W
S 61°30'11" W
S 69°11'53" W
50.00'
201.15'
184.50'
LINE | BEARING | DISTANCE
L1 | S 22°21'00" E | 1.91'
L2 | S 67°39'00" W | 53.52'
L3 | N 22°11'21" W | 170.45'
L4 | N 68°22'36" E | 76.22'
L5 | S 21°37'24" E | 4.00'
SURVEYORS NOTES
Every document of record reviewed and considered as part of this survey is noted hereon. Only those documents noted hereon were supplied to the surveyor or as researched by Land Surveying Company, LLC.
Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence or other facts that an accurate and current abstract may disclose.
DOCUMENTS REFERENCED
PLAT: The Boundary Survey of Lots 26 & 27 of Block 2 of the Ortega Addition to Las Vegas, Now City of Las Vegas, San Miguel County, New Mexico. Within the Las Vegas Land Grant, Projected Section 26, Township 16 North, Range 16 East, N.M.P.M. Filed and recorded in Book 69, Page 88 in the Office of the San Miguel County Clerk on February 18, 2012.
ENCROACHMENT AGREEMENT: Between the City of Las Vegas, a New Mexico home-rule municipality (City) and the Estate of Rosalia V. Crespin (Estate) as filed for record in the Office of the San Miguel County Clerks Office as Instrument No. 202103525. Dated September 13, 2021.
STATE OF NEW MEXICO
COUNTY OF SAN MIGUEL } SS
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED
FOR RECORD ON THIS _____ DAY OF _____
A.D. 2021 AT _____ O'CLOCK _____ M, RECORDED
IN BOOK _____ PAGE _____ AS
DOCUMENT No _____ IN THE OFFICE
OF THE COUNTY CLERK OF SAN MIGUEL COUNTY,
STATE OF NEW MEXICO
WITNESS MY HAND AND SEAL OF COUNTY OFFICE
SAN MIGUEL COUNTY CLERK
GERALDINE E. GUTIERREZ
DEPUTY CLERK
SURVEYORS CERTIFICATE
I, Salvador I. Vigil, a Registered New Mexico Professional Surveyor do hereby certify that this Boundary Survey plat was prepared from an actual field survey performed by me or under my direct supervision on July 1, 2021. This survey and its boundaries on the plat depicted hereon were established using found monuments, and documents of record. This survey is not a Land Division or Subdivision as per the New Mexico Subdivision Act. This survey meets the minimum standards for surveys set forth by the New Mexico Board of licensure for Professional Surveyors and Engineers.
Salvador I. Vigil, NMPS 10988 DATE
LSC SURVEYS, LLC
PREPARED BY | S. I. Vigil, NMPS | SANTA FE COUNTY CLERK INDEX INFORMATION
DATE | July 1, 2021 | CAMILLE RODRIGUEZ, SYLVIAN BRIGANT & DALE JENSSEN
PROJECT No | L-4415'PLAT | 1022 TILDEN AVENUE, LOT 26 & 29, BLOCK 2
CHECKED | Donald Yates | SECTION 2, T 20N., R 8E., N.M.P.M.
CITY OF LAS VEGAS COUNTY OF SAN MIGUEL
STATE OF NEW MEXICO

BOUNDARY SURVEY PLAT
PREPARED FOR

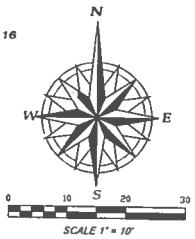
CAMILLE RODRIGUEZ & SYLVIAN BRIGANT & DALE JENSSEN

Lying and being situate at 1022 Tilden Avenue, Lot 28 & Lot 29, Block 2, of the Ortega Addition, Section 26, T. 16 N., R. 16 E., N.M.P.M., within the City of Las Vegas, County of San Miguel, State of New Mexico.

Total Area = 0.188 Acres or
8225 square feet



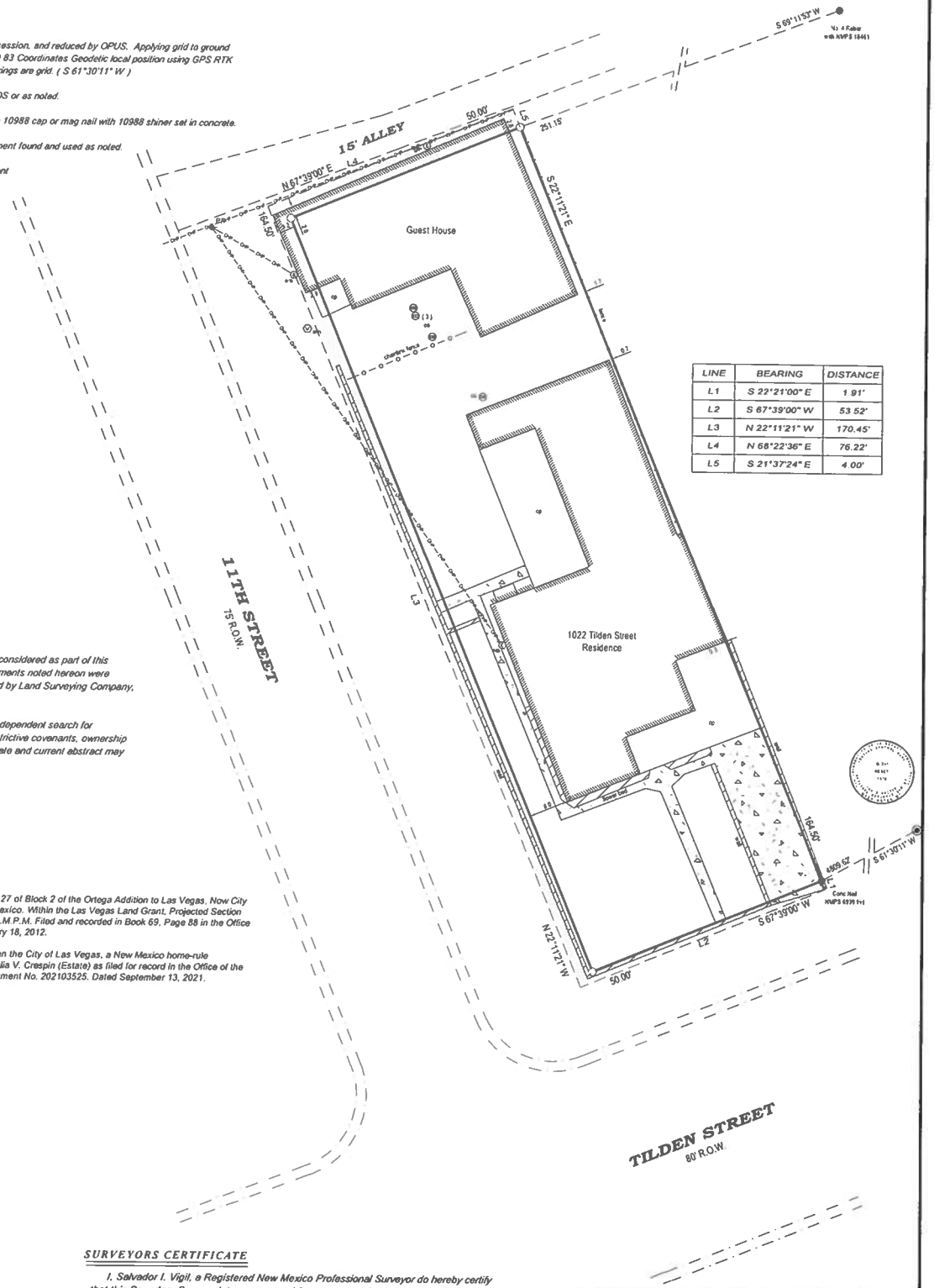
VICINITY MAP NOT TO SCALE



LEGEND

Bearings are based on the two hour static session, and reduced by OPUS. Applying grid to ground New Mexico State Plane Central Zone NAD 83 Coordinates Geodetic local position using GPS RTK Topcon Hiper + distances are ground - bearings are grid. (S 61°30'11" W)

- Monument found number USGLOS or as noted.
- Monuments set , no. 4 rebar with 10988 cap or mag nail with 10988 shiner set in concrete.
- National Geodetic Survey Monument found and used as noted.
- 15' Wide Alley and Utility Easement
- Concrete
- PP Power Pole
- Overhead Powerline
- cp Covered porch
- em Eelectric Meter
- gm Gas Meter
- wm Water Meter
- co Clean Out
- Chainlink Fence
- Fence



LINE	BEARING	DISTANCE
L1	S 22°21'00" E	1.91'
L2	S 67°39'00" W	53.52'
L3	N 22°11'21" W	170.45'
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L5	S 21°37'24" E	4.00'

SURVEYORS NOTES

Every document of record reviewed and considered as part of this survey is noted hereon. Only those documents noted hereon were supplied to the surveyor or as researched by Land Surveying Company, LLC.

Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence or other facts that an accurate and current abstract may disclose.

DOCUMENTS REFERENCED

PLAT: The Boundary Survey of Lots 26 & 27 of Block 2 of the Ortega Addition to Las Vegas, Now City of Las Vegas, San Miguel County, New Mexico. Within the Las Vegas Land Grant, Projected Section 26, Township 16 North, Range 16 East, N.M.P.M. Filed and recorded in Book 69, Page 88 in the Office of the San Miguel County Clerk on February 18, 2012.

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STATE OF NEW MEXICO
COUNTY OF SAN MIGUEL } SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED

FOR RECORD ON THIS _____ DAY OF _____

A.D., 2021 AT _____ O'CLOCK ____ M. RECORDED

IN BOOK _____ PAGE _____ AS

DOCUMENT No _____ IN THE OFFICE

OF THE COUNTY CLERK OF SAN MIGUEL COUNTY,

STATE OF NEW MEXICO

WITNESS MY HAND AND SEAL OF COUNTY OFFICE
SAN MIGUEL COUNTY CLERK
GERALDINE E. GUTIERREZ

_____
DEPUTY CLERK

SURVEYORS CERTIFICATE

I, Salvador I. Vigil, a Registered New Mexico Professional Surveyor do hereby certify that this Boundary Survey plat was prepared from an actual field survey performed by me or under my direct supervision on July 1, 2021. This survey and its boundaries on the plat depicted hereon were established using found monuments, and documents of record. This survey is not a Land Division or Subdivision as per the New Mexico Subdivision Act. This survey meets the minimum standards for surveys set forth by the New Mexico Board of licensure for Professional Surveyors and Engineers.

_____
Salvador I. Vigil, NMPS 10988 DATE

SALVADOR I. VIGIL NEW MEXICO 10988 REGISTERED PROFESSIONAL SURVEYOR

LSC SURVEYS, LLC

LAND SURVEYING & LEVELING
P.O. BOX 4464
SANTA FE, NEW MEXICO
CELL

PREPARED BY	S. I. Vigil, NMPS	SANTA FE COUNTY CLERK INDEX INFORMATION
DATE	July 1, 2021	CAMILLE RODRIGUEZ, SYLVIAN BRIGANT & DALE JENSSEN
PROJECT No	L-4415/PLAT	1022 TILDEN AVENUE, LOT 28 & 29, BLOCK 2
CHECKED	Donald Yates	SECTION 2, T 20N, R 8E, N.M.P.M
U.P.C. 1-435-092-369-429 PARCEL ID R005180		CITY OF LAS VEGAS, COUNTY OF SAN MIGUEL
		STATE OF NEW MEXICO

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: December 21, 2022

Date Submitted: 12/14/22 **Department:** Executive

Item/Topic: Appointment of Tasha Rae Martinez as the Finance Director.

Fiscal Impact: $79,000.00 annual salary / $39,500.00 for the remainder of FY22/23

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

Rio Maestas By R

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 _____

Revised October 2020

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: December 21, 2022

Date Submitted: 12/15/22 **Department:** Executive

Item/Topic: Discussion/Consideration of the Samaritan House contract.

At the December 14, 2022 Council Meeting, the Council gave direction that the Samaritan contract be revised and then reviewed by legal counsel and brought back to next week's council meeting, December 21, 2022.

Fiscal Impact: $50,000

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

Reo Maestas By R

City Manager

Reviewed By:

D Chav 12/15/22

Finance Director Deputy

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____ **Continued To:** _____
Ordinance No. _____ **Referred To:** _____
Contract No. _____ **Denied** _____
Approved _____ **Other** _____

Revised October 2022

SERVICE AGREEMENT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND THE SAMARITAN HOUSE, INC.

THIS AGREEMENT is hereby made and entered into this _____ day of December 2022 ("Effective Date") by and between the City of Las Vegas, a New Mexico home-rule municipality ("City") and the Samaritan House, Inc., a New Mexico non-profit corporation ("Samaritan").

Recitals

WHEREAS, Samaritan is a non-profit corporation whose purpose is to provide shelter and other services to persons who are homeless and/or otherwise in need ("Services"); and

WHEREAS, the City commits to financial support of Samaritan in a monthly amount not to exceed $8,333 per month, from December____, 2022through May30, 2023, not to exceed $50,000.00.

WHEREAS, Samaritan desires and commits to providing the Services under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, 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, Samaritan and the City agree as follows:

1. Term. This Agreement shall be valid through May 30, 2023, 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. Samaritan shall complete the tasks and deliverables as provided in the section entitled "Scope of Work "and provide monthly reports as outlined.

3. Compensation and Payment Schedule. The City will pay Samaritan for services satisfactorily rendered in the monthly amount not to exceed $8,333.00. Said amount shall be paid to Samaritan upon the City's receipt of Samaritan's monthly invoice on the condition that Samaritan has accomplished the Scope of Services outlined herein to the satisfaction of the City. Payments shall be made to Samaritan within thirty days after the City certifies its receipt of Samaritan's invoice. No further amounts shall be available under this Agreement unless authorized by the City Council and embodied in a written amendment to this Agreement.

4. Termination. In addition to any other remedy provided by law, the City may terminate this Agreement for any reason, at any time, in the City's sole discretion, by giving 30 day written notice to Samaritan. Samaritan shall render a final report of the services performed up to the date of termination and shall turn over the City original copies of work, research or papers prepared under this Agreement.

5. Samaritan Independent from City. Nothing in this Agreement is intended or shall be construed in any way as creating or establishing any partnership, joint venture or association or to make the Samaritan, or any of Samaritan's employees or agents, an agent, representative or employee of the City for any purpose or in any manner whatsoever. Samaritan is and will remain a separate entity, related to the City only by the provision and conditions of this Agreement. Samaritan, its agents, employees or subcontractors, are not employees or agents of the City for any purpose whatsoever. Samaritan shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all of its sub-contractors. Samaritan 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 Samaritan. The City's decision as to whether sufficient appropriations or authorizations are available shall be accepted by Samaritan and shall be final.

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

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

9. Taxes. Samaritan acknowledges that it, and it alone, shall be liable for and shall timely pay to the appropriate taxing entity any and all taxes required by law, and the City shall have no liability for payment of any such taxes.

10. Insurance Requirements. Prior to receiving any payments from the City, Samaritan, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within ten (10) days of cancellation or modification of such policies. 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. Samaritan 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 Clerk. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve Samaritan of full responsibility to maintain the required insurance in full force and effect. Samaritan shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing service under this Agreement. Samaritan shall 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 subcontracted, Samaritan 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. Samaritan covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by Samaritan's failure to comply with the provisions of this paragraph and that the indemnification provision of this Agreement will apply to this paragraph. Samaritan shall provide the City with evidence of its compliance with such requirement prior to receiving any payments from the City. All documents required under this Section 10 shall be provided to the City Clerk's Office, and are hereby made part of this Agreement.

11. Indemnification. Samaritan 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. Samaritan further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Samaritan, its employees, agents, other representatives, invitees or guests.

12. Release. Samaritan releases the City from all liabilities, claims and/or obligations whatsoever.

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

14. Confidentiality. Any information learned, given to, or developed by Samaritan in the performance of this Agreement shall be kept confidential and shall not be made available or otherwise released to any entity without the prior written approval of the City.

15. Conflict of Interest. Samaritan 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 its performance of services under this Agreement.

16. Non Discrimination. Samaritan agrees that it, its 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.

17. Scope of Agreement and Amendment. This Agreement constitutes the entire agreement between the City and Samaritan with respect to the subject matter herein, and all prior negotiations, writings, agreements and understandings are merged in and are superseded by this Agreement. No statement, promise, or inducement made by the City or Samaritan, either written or oral, which is not contained in this Agreement, is binding between the City and Samaritan.

18. Applicable law. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules, and regulations of the City. The venue for any dispute shall be the Fourth Judicial District Court in Las Vegas, New Mexico.

19. Conformance to Laws. Samaritan 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 this Agreement.

20. New Mexico Tort Claims Act. Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, and 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.

21. Third-Party Beneficiaries. By entering into this Agreement, Samaritan and the City do not intend to, and shall not, create any right, title, or interest in or for the benefit of any entity other than the City and Samaritan. No entity 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. Miscellaneous. 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. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs and successors. Time shall be of the essence regarding all obligations of the parties herein. 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 obligations were fulfilled. Samaritan and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body. The waiver by ether party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach to the same or any other provision of the Agreement. This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the Charter and Ordinances of the City of Las Vegas as they exist at the time this Agreement is signed. All of these Statutes, Charter and Ordinances are incorporated by reference into this Agreement.

23. Scope of Work. Samaritan shall provide the following services within the City to eligible populations to be served to reduce the length of time persons remain homeless by providing the following accommodation for a maximum of twelve people:

A. Sleeping accommodations from 2200 hrs. to 0630 hrs.

B. The provisions of dinner and breakfast,

C. Clothing, and hygiene items as necessary.

D. Referral to the appropriate resource as requested by the guest.

The Scope of Work shall be achieved and operate under the following conditions:

a. Samaritan shall operate within an Interim Rule Program (IRP), where new, revised, removed or recommended policy or procedures from staff, guests, the public or interested parties shall be formally introduced to the Board of Directors for consideration. The final rule shall be posted at the entrances of the Samaritan House.
b. Law Enforcement shall have access to all outdoor camera systems on request.
c. A dedicated phone line and voice mailbox shall be available for public comment 24 hours a day for the term of this agreement.
d. Twice monthly, for 30-45 minutes, Samaritan House will open a Zoom session for updates to the public on the most recent efforts to combat addiction, stigma, and mental illness in San Miguel County and to ask questions of the experts.
e. One Board member appointment shall be made available to any neighborhood homeowner within the shelter zip code for the term of this agreement.

Staffing: Samaritan shall operate a homeless shelter located at the corner of 7th Street and Lincoln Avenue. The Shelter will be staffed in the evenings. Staff will conduct intake, serve dinner, and ensure that guests are settled in comfortably and safely. The nighttime staff member will be on duty overnight and trained in but not limited to: Samaritan policies and procedures, crisis management, use of Narcan, drug detection, issues of mental health, and medication handling. Samaritan House will strive to end homelessness.

Food Preparation & Service: Samaritan House will acquire and maintain all NM Health Department licensure to ensure that food is handled properly and that the dishwashing process meets all applicable laws and regulations.

Emergency Shelter Facilities: The Shelter will be a safe, warm, and secure facility that is open to anyone who needs help and is willing to observe the facility's rules. Smoking will be restricted to a secured area outside of the building and within the Shelter's fenced-enclosed area. The Shelter shall provide guest access to a computer.

Licenses: Samaritan shall obtain and maintain throughout this Agreement all applicable professional and business licenses required by law for itself, its employees, agents, representatives, and subcontractors.

Reports: Samaritan shall provide the City Manager and Finance Department a monthly report outlining expenses paid for with City funding in a line-item budget format.

The Samaritan House shall be paid by the City only for services actually performed.

Records and Audits: Samaritan shall maintain, throughout the term of this Agreement and for a period of five years thereafter, detailed descriptions that indicate the date, time, and nature of services rendered under the terms and limitations of this agreement.

These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing before and after payment to Samaritan House. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

Inspections: Any City Department authorized by law can enter and inspect the Samaritan shelter with or without notice. Any violation and conviction of Samaritan House of interfering with a lawful entry and inspection by the City shall immediately void and terminate this agreement.

In witness of which, the City and Samaritan have duly executed this instrument as of the Effective Date.

CITY OF LAS VEGAS Approved By:

_____ Date: _____

Leo Maestas, City Manager

Attest: _____

Casandra Fresquez, City Clerk

Approved as to legal sufficiency:

_____

SAMARITAN:

Signature: _____

Printed Name: _____ Title: _____

Email address: _____

Date: _____

Approval Form

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

Date Submitted: 12/15/22

Department Submitting: Executive Submitter: April Gonzales

Documents To Be Reviewed: Samaritan House Contract
Deadline: 12/16/22

Submitter Comments:

[X] *Received by Human Resource:* DA *Date:* 12/15/22

HR Comments: We will need this reviewed and sent back to us by 12/16/22 as we need to put this on next week's agenda.

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

Approved / Disapproved: *(Reason for Disapproval)*:
[X] *Changes*: Please remove the final sentence of para #5. Date: 12.16.2022

[1] Randall Van Vleck
Attorney Review Date

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

[2]
Finance Director Date

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

[3]
Leo Maestas, City Manager Date

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

This form must be submitted with an Attorney Review prior to review and approval by City Manager. If there is no Attorney Review, it will not be processed until this step is completed.

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: 12/21/2022

Date Submitted: December 9, 2022 **Department:** Finance

Item/Topic: Approval of Resolution 22-59, The City of Las Vegas is in need of making a budget adjustment in the 2022-23 fiscal year budget to include a revenue/expense increase to Fund 104 Airport Operations in the amount of $300,000, a revenue/expense increase to Fund 214 Street Co-op/Projects in the amount of $66,667, a revenue/expense increase to Fund 287 Abatement Opioid in the amount of $200,659, a revenue/expense increase to Fund 217 Special Legislative Appr. in the amount of $150,000, a revenue/expense increase to Fund 203 State Fire/Grant in the amount of $245,000.

Fiscal Impact: A revenue/expense increase to Fund 104 Airport Operations in the amount of $300,000, a revenue/expense increase to Fund 214 Street Co-op/Projects in the amount of $66,667, a revenue/expense increase to Fund 287 Abatement Opioid in the amount of $200,659, a revenue/expense increase to Fund 217 Special Legislative Appr. in the amount of $150,000, a revenue/expense increase to Fund 203 State Fire/Grant in the amount of $245,000.

Attachments: Resolution No. 22-59, Budget Adjustment Request and support to BAR

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:

12/12/22
Department Director - Deputy

Rio Maestas Byk
City Manager

Reviewed By:

12/12/22
Finance Director - Deputy

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____ **Continued To:** _____
Ordinance No. _____ **Referred To:** _____
Contract No. _____ **Denied** _____
Approved _____ **Other** _____

Revised October 2020

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-59

A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE 2022-2023 FISCAL YEAR

WHEREAS, the Governing Body of the City of Las Vegas has developed a budget adjustment request for fiscal year 2022-23; and

WHEREAS, said budget was developed on basis of increases in revenue, expenditure and transfer (in) out through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the City of Las Vegas is in need of making a budget adjustment in the 2022-23 fiscal year budget to include a revenue/expense increase to Fund 104 Airport Operations in the amount of $300,000, a revenue/expense increase to Fund 214 Street Co-op/Projects in the amount of $66,667, a revenue/expense increase to Fund 287 Abatement Opioid in the amount of $200,659, a revenue/expense increase to Fund 217 Special Legislative Appr. in the amount of $150,000, a revenue/expense increase to Fund 203 State Fire/Grant in the amount of $245,000.

WHEREAS, the Governing Body finds the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2022-23; and,

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

ACCEPTED AND APPROVED this day _____ of December 2022.

_____
Mayor Louie A. Trujillo

ATTEST:

_____
Casandra Fresquez, City Clerk

CITY OF LAS VEGAS
RESOLUTION # 22-59
BUDGET ADJUSTMENT REQUEST
FISCAL YEAR 2022 as of December 21, 2022

RESOLUTION # 22-59	TYLER	DFA		REVENUE	EXPENDITURES
Airport Operations	104-0000-450-5642	104-29900-0001-46099	Fule Sales	$ 300,000	
Airport Operations	104-0000-700-7315	104-29900-2002-57999	Fule for Resale		$ 300,000
Street Co-op/Projects	214-0000-430-5931	214-30400-0001-47050	NMDOT COOP L400597	$ 66,667	
Street Co-op/Projects	214-0000-720-8143	214-30400-5002-58090	NMDOT COOP L400597		$ 66,667
Abatement Opioid	287-0000-550-5940	287-27000-0001-46900	Abatement Opioid	$ 200,659	
Abatement Opioid	287-0000-610-7101	287-27000-2002-56020	Supplies		$ 200,659
Special Legislative Appr.	217-0000-430-5380	217-30300-0001-47300	Carnegi Library 22-G2966	$ 150,000	
Special Legislative Appr.	217-0000-780-8063	217-30300-0001-58010	Carnegi Library 22-G2966		$ 150,000
State Fire/Grant	203-0000-450-5309	203-20900-0001-47499	State Grant	$ 245,000	
State Fire/Grant	203-0000-710-8007	203-20900-3002-58080	Vehicles		$ 245,000

CITY OF LAS VEGAS
AIRPORT
AS OF NOVEMBER 30, 2022

Account	Name	Type	Original Budget	Current Budget	Activity	Budget Remaining
104-0000-700-7315	FUEL FOR RESALE	Expense	$ 112,500.00	$ 112,500.00	$ 147,365.87	$ (34,865.87)
			$ 112,500.00	$ 112,500.00	$ 147,365.87	$ (34,865.87)

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

November 21, 2022

Daniel Gurule, Public Works Manager
City of Las Vegas
1700 N Grand Ave
Las Vegas, New Mexico 87701

Project No: L400597

Dear Public Works Manager Gurule:

We are pleased to inform you that your request for Match Waiver funds, for Project L400597 was approved by the State Transportation Commission. The project funding is as follows:

Total Project Amount:	$66,667.00
Department Share:	$50,000.00
Matching Funding Waived	$16,667.00
Entity Match	$ .00

The District 4 office will develop needed documentation then forward to you for signature. If you have any questions or comments please contact me at (505) 699-9946.

Sincerely,

CAM

Clarissa Martinez
State Grants Manager, NMDOT

C: District 4 Engineer
District 4 LGRF Coordinator

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No.	**D19408**
Vendor No.	**54343**
Control No.	**L400597**

FIRST AMENDMENT TO LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

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

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. **D19408,** on **August 15, 2022;** and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to waive the Public Entity's 25% matching share, as provided for under NMSA 1978, Section 67-3-28.2 E; and,

Whereas, the State Transportation Commission approved the Project changes on **November 17, 2022;** and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 2a and 2b, Project Funding, is deleted and replaced by the following:

   2. **Project Funding.**
      a. The estimated total cost for the Project is **Sixty-Six Thousand, Six Hundred and Sixty-Seven Dollars ($66,667.00)** to be funded in proportional share by the parties as follows:
         1. Department shall fund the Project from the following Programs:

State Road Fund 75%	**$50,000.00**
Match Waiver Program 25%	**$16,667.00**

Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various city streets.

2. The Public Entity's required proportional matching of 25% is **Waived**

3. Total Project Cost **$66,667.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount **Sixty-Six Thousand, Six Hundred and Sixty-Seven Dollars ($66,667.00)**

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this **First** Amendment.

The remainder of this page in intentionally left blank.

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

New Mexico Department of Transportation

By: _____ Date: _____
Cabinet Secretary or Designee

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

By:_____ Date: _____
Assistant General Counsel

City of Las Vegas

By: _____ Date: _____

Name: _____

Title: _____

ATTEST:

By: _____ Date: _____
City Clerk

NATIONAL OPIOID SETTLEMENTS

	$ 17,679.57	RECEIVED	
	$ 19,487.00	$	37,166.57
	$ 8,605.05		
	$ 25,570.00		
	$ 19,642.89		
	$ 32,367.88		
	$ 36,323.11		
	$ 3,096.75		
	$ 3,096.75		
	$ 7,218.39		
	$ 9,190.27		
	$ 9,190.27		
	$ 9,190.27		
		AWAITING ACH	
TOTAL	$ 200,658.20	$	163,491.63

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR

DEBORAH K. ROMERO
CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

MEMORANDUM BFB #22-04

TO: New Mexico Counties and Municipalities

FROM: Brenda L. Suazo-Giles, Budget & Finance Bureau Chief
Local Government Division *Brenda L. Suazo-Giles*

DATE: April 11, 2022

SUBJECT: New Fund "27000 LG Abatement Opioid Fund" Created on LGBMS

The Department of Finance and Administration, Local Government Division (LGD) has updated the Local Government Budget Management System (LGBMS) chart of accounts to assist in tracking the opioid settlement funds awarded to eligible counties and municipalities via the New Mexico Opioid Allocation Agreement (NMOAA). Pursuant to NMOAA requirements, every participating local government shall create a separate fund, called the "LG Abatement Fund". Abatement funds shall not be commingled with any other money or funds of the local government.

We are requiring that participating counties and municipalities budget their NMOAA award in their **Fiscal Year 2022-2023 Final Budget** under Fund "27000 LG Abatement Opioid Fund" using available line items that best fit settlement agreement requirements. If your local government receives their award in Fiscal Year 2021-2022, then a BAR (budget adjustment request) may be submitted on LGBMS after being approved by your governing body.

As a reminder, the deadline for submitting Fiscal Year 2021-2022 BARs and the Fiscal Year 2022-2023 Final Budget is July 31, 2022. The updated budget template may be downloaded directly from LGBMS and is also attached to this memorandum for your convenience.

If you have questions, please contact your assigned analyst. Staff contact information can be found here: https://www.nmdfa.state.nm.us/local-government/budget-finance-bureau/

xc: Donnie Quintana, Local Government Division Director
BFB Analysts
Brian Colón, State Auditor
AJ Forte, NMML Executive Director
Steve Kopelman, NMC Executive Director
File

Welcome to the National Opioid Settlements Portal

The Enforcement Committee, Settling Distributors, and Janssen have selected BrownGreer PLC as the Directing Administrator as defined in the Distributor Settlement Agreement dated as of July 21, 2021, as amended, between and among the Settling States, the Settling Distributors, and Participating Subdivisions (the "Distributor Settlement Agreement") and the Janssen Settlement Agreement dated as of July 21, 2021, as amended, between and among the Settling States, Janssen, and Participating Subdivisions (the "Janssen Settlement Agreement"). All capitalized terms used in this Portal have the meanings ascribed to them in the Distributor Settlement Agreement and the Janssen Settlement Agreement (collectively, the "National Opioid Settlements").

The Directing Administrator will coordinate the allocation and payment of Settlement Funds to Settling States and Participating Subdivisions (collectively, "Beneficiaries"). **Use this Portal to complete the Payment Election Form and Form W-9 for the Beneficiary you represent, and keep those forms current.** To do that, click appropriate links under "My Account". The Directing Administrator will use the information in the Payment Election Form and W-9 Form to create payment instructions for any Settlement Payments to which the Beneficiary is entitled under the National Opioid Settlements.

If you have any questions or need assistance, contact your dedicated Case Manager, whose contact information is below. You can also call us at **(888) 441-2010** or email us at DirectingAdministrator@NationalOpioidOfficialSettlement.com

Privacy Policy

Amounts Allocated and Paid to Las Vegas City, NM

1.	Distributor Payment Year 1	$17,679.57	$17,679.57	Returned	10/17/2022
2	Distributor Payment Year 1	$17,679.57	$17,679.57 ✓	Paid	11/03/2022
3.	Distributor Payment Year 2	$19,487.00	$19,487.00 ✓	Paid	11/03/2022
			37,166.57		
4.	Janssen Payment Year 1	$8,605.05	$8,605.05 ✓	To be Issued	N/A
5.	Janssen Payment Year 1	$8,605.05	$8,605.05	Returned	10/17/2022
6.	Janssen Payment Year 1	$8,605.05	$8,605.05	Returned	11/03/2022
7.	Janssen Payment Year 2	$25,570.00	$25,570.00	To be Issued	N/A
8.	Janssen	$25,570.00	$25,570.00	Returned	10/17/2022

9.	Janssen Payment Year 2	$25,570.00	$25,570.00	Returned	11/03/2022
10.	Janssen Payment Year 3	$19,642.89	$19,642.89	To be Issued	N/A
11.	Janssen Payment Year 3	$19,642.89	$19,642.89	Returned	10/17/2022
12.	Janssen Payment Year 3	$19,642.89	$19,642.89	Returned	11/03/2022
13.	Janssen Payment Year 4	$32,367.88	$32,367.88	To be Issued	N/A
14.	Janssen Payment Year 4	$32,367.88	$32,367.88	Returned	10/17/2022
15.	Janssen Payment Year 4	$32,367.88	$32,367.88	Returned	11/03/2022
16.	Janssen Payment Year 5	$36,323.11	$36,323.11	To be Issued	N/A
17.	Janssen Payment Year 5	$36,323.11	$36,323.11	Returned	10/17/2022
18.	Janssen Payment Year 5	$36,323.11	$36,323.11	Returned	11/03/2022
19.	Janssen Payment Year 6	$3,096.75	$3,096.75	To be Issued	N/A
20.	Janssen Payment Year 6	$3,096.75	$3,096.75	Returned	10/17/2022
21.	Janssen Payment Year 6	$3,096.75	$3,096.75	Returned	11/03/2022
22.	Janssen Payment Year 7	$3,096.75	$3,096.75	To be Issued	N/A
23.	Janssen Payment Year 7	$3,096.75	$3,096.75	Returned	10/17/2022
24.	Janssen Payment Year 7	$3,096.75	$3,096.75	Returned	11/03/2022
25.	Janssen Payment Year 8	$7,218.39	$7,218.39	To be Issued	N/A
26.	Janssen Payment Year 8	$7,218.39	$7,218.39	Returned	10/17/2022
27.	Janssen Payment Year 8	$7,218.39	$7,218.39	Returned	11/03/2022
28.	Janssen Payment Year 9	$9,190.27	$9,190.27	To be Issued	N/A

30.	Janssen Payment Year 9	$9,190.27	$9,190.27	Returned	11/03/2022
31.	Janssen Payment Year 10	$9,190.27	$9,190.27	To be Issued	N/A
32.	Janssen Payment Year 10	$9,190.27	$9,190.27	Returned	10/17/2022
33.	Janssen Payment Year 10	$9,190.27	$9,190.27	Returned	11/03/2022
34.	Janssen Payment Year 11	$9,190.27	$9,190.27	To be Issued	N/A
35.	Janssen Payment Year 11	$9,190.27	$9,190.27	Returned	10/17/2022
36.	Janssen Payment Year 11	$9,190.27	$9,190.27	Returned	11/03/2022

Case Manager Contact

Your Case Manager is a member of the Directing Administrator's office who is available to answer your questions and provide assistance with navigating the Portal.

Name: Tijuan Faulcon

Phone: (888) 441-2010

Email:

tfaulcon@browngreer.com

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If you need assistance, please email [illegible] or call us at (888) 441-2010

NEW MEXICO OPIOID ALLOCATION AGREEMENT

A. Definitions

As used in this New Mexico Opioid Allocation Agreement ("NMOAA"):

1. "Local Government" shall mean every litigating county and city, each county regardless of population, each city with a population exceeding 10,000, and any Special District as that term is defined in the Master Settlement Agreements within the geographic boundaries of the State of New Mexico.[1] For avoidance of doubt, Local Governments within this definition are identified on Exhibit A hereto.

2. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this NMOAA.

3. "Opioid Related Expenditure" shall mean an expenditure consistent with the categories enumerated in Exhibit E to the Distributor Master Settlement Agreement and the J&J Master Settlement Agreement found at https://nationalopioidsettlement.com/ and attached hereto as Exhibit B.

4. "Parties" shall mean the State of New Mexico and Participating Local Governments.

5. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio.

6. "Participating Local Government" is any Local Government that agrees to be bound by a Settlement by Participation Agreement necessary to effectuate that Settlement or other similar document.

7. "Settlement" shall mean the settlement reached with the Distributor Opioid Defendants, namely McKesson Corporation, AmerisourceBergen Corporation, and Cardinal Health, Inc. (each a "Settling Distributor") and the settlement reached with Janssen ("J&J")[2] (referenced as "National Distributor Settlement" and "J&J Settlement") with certain states and local government entities that the State of New Mexico and its Local Governments have the option to join. For avoidance of doubt, a Settlement shall not include the resolution of any other legal or equitable claims alleged against any other Supply Chain Participant other than the Settling Distributors and J&J.

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[1] The population figures contained in this NMOAA shall be derived from the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020 as set forth in the Master Settlement Agreements.

[2] "Janssen" means Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceuticals, Inc.

Settlement Agreements. The Settlement Administrator shall make all distributions to Regions with more than one member or their members in accordance with instructions received or the default allocation described in the previous sentence; provided, however, that the Settlement Administrator shall not make any distributions to a Region with more than one member prior to July 1, 2022, or such later deadline to reach an agreement agreed to by the members of a Region and timely communicated to the Settlement Administrator.

6. Except as provided herein or as provided by court order, 100% of the State Share and the LG Share, regardless of allocation, shall be utilized only for Opioid Related Expenditures.

C. Compliance Reporting and Accountability

1. Every Participating Local Government shall create a separate fund or project on its financial books and records that is designated for the receipt and expenditure of each entity's portion of the LG Share, called the "LG Abatement Fund." Funds in an LG Abatement Fund shall not be commingled with any other money or funds of the Local Government. A Local Government may invest LG Abatement Fund funds consistent with the investment of other funds of a Local Government.

2. Funds in a LG Abatement Fund may be expended by a Local Government only for Opioid Related Expenditures. For avoidance of doubt, funds in a LG Abatement Fund may not be expended for costs, disbursements, or payments made or incurred prior to the Settlement.

3. As part of the State or a Participating Local Government's annual audit pursuant to the State Audit Act, NMSA 1978, Chapter 12, Article 6, both the State fund and each LG Abatement Fund shall be audited to provide reasonable assurances that the LG Abatement Fund disbursements are consistent with the terms of this NMOAA. If any such audit reveals an expenditure inconsistent with the terms of this NMOAA, the State or the Local Government shall immediately redirect an amount equal to the funds associated with the inconsistent expenditure from another revenue source that may permissibly be expended for such purposes to an Opioid Related Expenditure. Either the State or the Participating Local Government who has been found to have expended funds inconsistently with this NMOAA will be ineligible to receive further distributions of the LG Share unless and until such a redirection is accomplished and confirmed by the State Auditor. The Settlement Administrator shall be instructed to hold either the State or that Local Government's future portion of the LG Share in escrow until instructed to release those funds by the State Auditor.

4. Local Governments may combine their respective portion of the LG Share with other Local Governments or the State.

Region	Percentage
Albuquerque City	22.7540246633%
Bernalillo County	18.6169292699%
Catron County	0.1129940051%
Chaves County	2.5358877708%
Roswell City	
Cibola County	0.7723148257%
Colfax County	0.7448541610%
Curry County	1.4056466248%
Clovis City	
De Baca County	0.0650725663%
Dona Ana County	7.0811945176%
Las Cruces City	
Sunland Park City	
Eddy County	2.5979985848%
Artesia City	
Carlsbad City	
Grant County	1.8057321396%
Guadalupe County	0.1869187026%
Harding County	0.0102668257%
Hidalgo County	0.1965507765%
Lea County	2.0400522723%
Hobbs City	
Lovington City	
Lincoln County	1.2208675842%
Los Alamos County	0.5915454490%
Luna County	0.8374453274%
Deming City	
McKinley County	1.0214669791%
Gallup City	
Mora County	0.1903934157%
Otero County	2.5746166552%
Alamogordo City	
Quay County	0.4733520608%
Rio Arriba County	4.5982959101%
Española City	
Roosevelt County	0.3148139409%
Portales City	
San Juan County	3.8184895185%
Farmington City	
San Miguel County	1.6661207044%
Las Vegas City	
Sandoval County	4.5573671729%
Bernalillo Town	

Exhibit C to NMOAA

Rio Rancho City	
Santa Fe City	4.5408953413%
Santa Fe County	3.5143193357%
Sierra County	1.0308488455%
Socorro County	0.7363065077%
Taos County	1.7429125688%
Torrance County	0.7071523256%
Union County	0.1108929666%
Valencia County	3.8283030105%
Los Lunas Village	

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **City of Las Vegas,** hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 354, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

22-G2966 $150,000.00 APPROPRIATION REVERSION DATE: June 30, 2026
Laws of 2022, Chapter 52, Section 30, Paragraph 354, One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00), to plan, design, construct, replace, repair and restore the roof and pillars at the historic Carnegie public library in Las Vegas in San Miguel county;

The Grantee's total reimbursements shall not exceed One Hundred Fifty Thousand Dollars and Zero Cents **($150,000.00)** to (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[443], if applicable, Zero Dollars and Zero Cents **($0.00)**, which equals One Hundred Fifty Thousand Dollars and Zero Cents **($150,000.00)** (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[444] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the 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, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

---

[443] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[444] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **<u>but prior to execution by the Grantee.</u>**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

<u>ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES</u>

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Las Vegas
Name: Louie Trujillo
Title: Mayor
Address: 1700 N. Grand Ave, Las Vegas, NM, 87701
Email: mayor.louie.trujillo@lasvegasnm.gov
Telephone: 505-454-1401

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Las Vegas
Name: Leo Maestas
Title: City Manager
Address: 1700 N. Grand Ave, Las Vegas, NM, 87701
Email: lmaestas@lasvegasnm.gov
Telephone: 505-454-1401

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Steve Lacy
Title: Program Manager
Address: Bataan Memorial Bldg. Room 202, Santa Fe, NM 87501
Email: Stevenk.lacy@dfa.nm.gov
Telephone: 505-695-5602

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026,** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Las Vegas** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Las Vegas's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Las Vegas** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Las Vegas** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the **City of Las Vegas** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Las Vegas** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

_____
By:

Its: Division Director

_____
Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: $ 0.00

D. Funds Requested to Date: $ 0.00

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): $ 0.00

G. Grant Balance: $ 0.00

H. ☐ GF ☐ GOB ☑ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : 2023 (July 1, 2022-June 30, 2023)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____
Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

_____
Grantee Representative

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
Division Fiscal Officer Date

_____
Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Michelle Lujan Grisham
Governor

Kelly Hamilton
Deputy Cabinet Secretary

David Dye
Cabinet Secretary

Carla Walton
Deputy Cabinet Secretary

Randy Varela
NM State Fire Marshal

DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

November 21, 2022

INVOICE NO. 20221121 FY 23 GRANT AWARD

Las Vegas Fire Department
21 County Road A 29
Las Vegas, NM 87701

Reference: FY 23 New Mexico Fire Protection Grant Council Award Notice

Congratulations! Your grant application on behalf of the **Las Vegas Fire Department has** been reviewed and an award has been granted.

Over 179 grant applications were submitted and over $42,709,554.70 million in needs were considered. The Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

A voucher or ACH deposit, in the amount of **$245,000.00** for the purchase of the approved project request, will be sent to your local governing body Treasurer on or near **November 21, 2022.**

The deadline to encumber the money by contract with the vendor is **May 31, 2023**. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount, **the remaining money shall be returned to the grant fund**. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission, to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case- by-case basis and are not automatically granted.

If further information is required, please contact Randy Varela, State Fire Marshal, at (505) 709-8150.

Sincerely,

Randy Varela
State Fire Marshal

Sincerely,

Robert Larranaga
Grant Council Chair

P.O. Box 27111 • Santa Fe • New Mexico • 87502
Office: 505-476-9600 • Fax: 505-476-9650

FY23 NEW MEXICO FIRE PROTECTION GRANT AWARD
PROJECT CLOSEOUT CHECKLIST
PART 1

Upon completion of the funded project, this checklist must be submitted to the NM State Fire Marshal's Office, Fire Services Support Bureau.

COUNTY	
FUNDED PROJECT	
AMOUNT AWARDED	

PROJECT CHECKLIST			
Benchmark	**Deadline**	**Date**	**Name of SFMO Representative**
Project specifications submitted to State Fire Marshal's Office for Review/Approval	August 31, 2022	Submittal Date	Submitted to:
Approval from SFMO to proceed with project specifications		Approval Date	Approved by:
Funds Encumbered by Procurement Code	May 31, 2023	Encumbrance Date	Encumbrance Method Contract/Purchase Order #
Project Completed		Goods/Services Received Date	
SFMO Inspection		Requested Date	Requested of whom:
SFMO Inspection Completed		Inspection Date	By Whom:
SFMO Check of NFIRS Compliance			Submitted to:
Project specifications submitted to State Fire Marshal's Office for Review/Approval		Submittal Date	Approved by:
Approval from SFMO to proceed with project specifications		Approval Date	Encumbrance Method Contract/Purchase Order #

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: December 21, 2022

Date Submitted: 12/12/22 **Department:** Executive

Item: Discussion/Direction on Public Input for City Council Meetings.

Since 2020 the City was accepting public input via email due to Covid restrictions as the public was unable to attend Council meetings in person. The City recently went back to having public input only in person as was the practice prior to Covid. What is the consensus of the Governing Body?

Fiscal Impact:

Attachments:

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

Approved For Submittal By:
Mayor Louie Trujillo

Reviewed By:

_____
Finance Director

Rico Maestas By R
City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

Revised October 2020