CITY OF LAS VEGAS
1700 N. GRAND AVE. LAS VEGAS, NEW MEXICO 87701
505-454-1401 FAX: 505-425-7335

Mayor Tonita Gurule-Giron

CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
November 15, 2016–Tuesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Ave

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

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **MOMENT OF SILENCE**

V. **APPROVAL OF AGENDA**

VI. **APPROVAL OF MINUTES (October 12th , October 19th, 2016)**

VII. **MAYOR'S APPOINTMENTS/REPORTS**

VIII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**

IX. **PUBLIC INPUT**
(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)

X. **CITY MANAGER'S REPORT**

XI. **FINANCE REPORT**

XII. **CONSENT AGENDA**
(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)

David A. Ulibarri Jr. Councilor, Ward 1 | Vince Howell Councilor, Ward 2 | Barbara Casey Councilor, Ward 3 | David L. Romero Councilor, Ward 4

1. Approval of Resolution #16-41 Obsolete Excess Property

   Ann Marie Gallegos, Finance Director The City of Las Vegas is requesting approval to sell or dispose of items and equipment that is beyond its useful life and is fully depreciated.

2. Approval of Souder, Miller & Associates Task Order Amendment #2, Flood Damaged Utility Infrastructure Design and Utilities.

   Maria Gilvarry, Utilities Director Souder, Miller & Associates will provide engineering services for design and construction phases of the sites that sustained flood damage as a result of the September 2013 flood disaster. This task order will cover the additional design for the skating pond and sedimentation basin dredging, construction plans, bid documents, environmental permitting and engineering services. The amount of the task order is $64,095.00 including NMGRT.

3. Approval of Resolution No. 16-43 authorizing submission of a grant application for funding assistance to the United States Environmental Protection Agency Brownfields Program.

   Maria Gilvarry, Utilities Director The City of Las Vegas is submitting an application for funding assistance to begin the identification, assessment and clean-up planning of the "Brownfields" that are a part of or adjacent to Gallinas River Park (bounded to the north by Mills Ave. and to the south by Independence Ave.)

4. Approval to award request for proposals #2017-07 for diesel repair services for the waste water, gas, solid waste and water divisions to D.A.G. Enterprises and enter into agreement.

   Maria Gilvarry, Utilities Director The City of Las Vegas has diesel powered heavy equipment and vehicles that require regular maintenance due to extended use. This RFP will allow the City to hire a mechanic to provide diesel repair services for heavy equipment and vehicles are needed.

XIII. BUSINESS ITEMS

1. Approval/Disapproval of AFSCME Local 2851 Agreement.

   H. Chico Gallegos, City Attorney The American Federation of State, County and Municipal Employees (AFSCME) Local 2851 has ratified and approved collective bargaining agreement.

2. Approval/Disapproval of International Association of Fire Fighters (IAFF) Local 4625 Agreement.

   IAFF Management Team The International Association of Fire Fighters (I.A.F. F.) Local 4625 has ratified and approved collective bargaining agreement between the City of Las Vegas and the Las Vegas NM Professional Fire fighters Association.

3. Approval/Disapproval to appoint Billy Montoya as Fire Chief.

   Richard Trujillo, City Manager As per the City of Las Vegas Municipal 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.

XIV. COUNCILORS' REPORTS

XV. EXECUTIVE SESSION

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

A. **Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**

B. **Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**

C. **Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

XVI. ADJOURN

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

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers, you consent to photography, audio recording, video recording and

its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office if the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 87701

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION HELD ON TUESDAY OCTOBER 12, 2016 AT 4:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR:	Tonita Gurulé-Girón
COUNCILORS:	David A. Ulibarri Jr. Vince Howell - Absent Barbara A Casey David L. Romero
ALSO PRESENT:	Richard Trujillo, City Manager Casandra Fresquez, City Clerk H. Chico Gallegos, City Attorney Juan Montano, Sergeant at Arms

CALL TO ORDER

ROLL CALL

Mayor Gurulé-Girón advised Councilor Howell had notified City Manager Trujillo that he would not be attending the meeting.

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Gurulé-Girón asked Councilor Casey to lead the moment of silence. Councilor Casey asked everyone to take a moment of silence for Councilor Howells' mother who is ill and others that are not well.

APPROVAL OF AGENDA

Councilor Casey made a motion to accept the agenda as presented. Councilor Romero seconded the motion.

Mayor Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

David A. Ulibarri Jr.	Yes	Barbara Casey	Yes
David L. Romero	Yes	Vince Howell	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

PUBLIC INPUT

Lalo Sanchez spoke to the Governing Body about considering changing the three minute time limit for public input as it does not give the public enough time to explain their concerns. Mr. Sanchez advised Police Chief Montano that he needed to number all the police cars; it's difficult for him to call and complain about officers breaking the law. Mr. Sanchez advised the ordinance regarding the sewer and water billing needs to be changed and sidewalks around the community are an issue. Mr. Sanchez thanked the Public Works Department for the addressing the storm drain issues so quickly.

DISCUSSION ITEMS

1. Resolution #16-40 Budget Adjustment Resolution.

Finance Director Gallegos advised the City of Las Vegas was requesting increases to the FY2017 budgeted revenues, expenditures, transfers to and from within various funds. Finance Director Gallegos explained which line items needed the transfers.

Councilor Casey had questions regarding the JAG Grant, as the request was for the purchase a new Dodge Charger for prisoner transport.

Police Chief Montano advised the grant is split between San Miguel County and they are purchasing the vehicle with their portion.

The Governing Body agreed to place the item as a consent agenda item.

2. Resolution #16-38, supporting COOP-SP-4-17(957).

Public Works Director Gentry advised the Governing Body that as part of the cooperative agreement submittal criteria for the New Mexico Department of Transportation Municipal Cooperative Agreement Program/COOP-SP-4-17(957), it is required that a resolution of support from the Governing Body be approved. Staff is requesting that resolution be approved for COOP-SP-4-17(957), plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various entity streets. Public Works Director Gentry advised the total cost of the project is $49,093.00 with the City's match being $12,273.00.

Councilor Ulibarri Jr. asked what areas are being looked at.

Public Works Director advised once the Resolution is approved the department will meet with the Department of Transporation, the focus with the grant will be sidewalk repairs.

The Governing Body agreed to place the item as a consent agenda item.

3. Contract with City of Las Vegas and Las Vegas First Independent Business Alliance (Entrepreneurial Network Program).

Community Development Director Velarde advised the Governing Body the Las Vegas First Independent Business Alliance contracts with Regional Development Corporation to help retain, expand, and/or create new small businesses in Northern New Mexico by sustaining an Entrepreneurial Network Program serving Las Vegas. Community Development Director Velarde advised the amount of the contract is $10,000.

The Governing Body agreed to place the item as a consent agenda item.

4. Contract between the City of Las Vegas and MainStreet de Las Vegas.

Community Development Director Velarde advised the total of the contract is $35,000.

MainStreet Executive Director Collins advised the board met prior to the City Council meeting and they were in agreement of the contract contingent on payment from the City for work already completed no later than November 1st.

Community Development Director Velarde spoke about a few of the deliverables from the contract and payment schedule.

Questions were asked about how could there be payment for services that have taken place before the effective date of the contract.

City Attorney Gallegos advised he doesn't see any problem with providing payment for services that occurred prior to the contract being signed as there are ongoing services between negotiations and execution.

The Governing Body agreed to have the item placed as a Business Item.

5. Discussion of adoption of a graphically updated Official City Seal.

City Manager Trujillo advised the official seal of the City of Las Vegas should be updated from time to time to remain visually relevant and appealing. The seal is used as a means to promote official City business and should be reflective of iconic features of the City of Las Vegas.

Community Development Director Velarde advised they asked Cisneros Design to update the City Seal which would be used for the Executive office and Business Licenses.

Councilor Casey asked what the cost of stationary, new business cards and design cost would be.

Community Development Velarde advised total cost of $3,500.

Councilor Romero advised there should be public input.

City Manager Trujillo advised they would let the community know and ask for their input.

The Governing Body agreed to remove the item from the agenda until further review and public input.

6. Resolution No. 16-39 for Drinking Water Loan No.3570-DW for the water tank (Cabin Site) rehabilitation project.

Utilities Director Gilvarry advised the funding will allow the City to drain, clean, inspect, perform minor modifications to and prepare bid documents for the major rehabilitation to the Cabin Site water tank. This is Phase II of the water tank rehabilitation project. The Drinking Water State Revolving Loan Fund has awarded the City $151,500.00 in grant/loan funding. The funding agency requires that the agreement be adopted through resolution.

The Governing Body agreed to place the item as a consent agenda item.

7. Resolution 16-37 Repealing and Replacing Resolution 16-29 City of Las Vegas Meadow City Express' intent to apply for NMDOT Grant 5311.

Community Services Director Marrujo advised the original resolution did not state the City's intent to match grant funds as required, therefore the resolution needed to be reapproved with additional wording. City of Las Vegas Meadow City Express provides public transportation to individuals on a demand schedule. Community Services Director Marrujo advised that applying for the NMDOT Grant 5311 will allow for services to continue.

The Governing Body agreed to place the item on the consent agenda.

Councilor Casey made a motion to adjourn. Councilor Romero seconded the motion.

Mayor Gurulé-Girón asked for a roll call roll call was taken and reflected the following.

David A. Ulibarri Jr.	Yes	Barbara Casey	Yes
David L. Romero	Yes	Vince Howell	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

ADJOURN

_____
Mayor Tonita Gurule-Giroń

ATTEST:

_____
Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, OCTOBER 19, 2016 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR:	Tonita Gurulé-Girón
COUNCILORS:	David L. Romero – Absent Barbara A. Casey David A. Ulibarri, Jr. Vincent Howell
ALSO PRESENT:	Richard Trujillo, City Manager Casandra Fresquez, City Clerk H. Chico Gallegos, City Attorney Juan Montano, Sergeant At Arms

CALL TO ORDER

Mayor Gurulé-Girón called the meeting to order at 6:05 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Howell prayed for guidance in the upcoming National Election and to help us all to continue to do what is right for the community in moving it forward.

APPROVAL OF AGENDA

City Manager Trujillo made a recommendation to remove Business Item #3 and advised that the City needed to negotiate with the County.

Councilor Howell made a motion to approve the agenda with the recommended change of removing Business Item #3. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes for September 13th Special, September 13th Work Session and September 21st, 2016. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	Vincent Howell	Yes
David A. Ulibarri, Jr.	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

MAYOR'S APPOINTMENTS/REPORTS

Mayor Gurulé-Girón informed that there were no appointments or reports at this time.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

Mayor Gurulé-Girón advised that City Clerk Fresquez would read a recognition acknowledging J. Leon Martinez.

City Clerk Fresquez read the recognition on behalf of Mayor of the City of Las Vegas Tonita Gurulé-Girón along with the Governing Body sending deepest condolences to the family of J. Leon Martinez and recognizing the impact he made on everyone in the community.

PUBLIC INPUT

Wid Slick thanked Mayor Gurulé-Girón and Council for their consideration in approving the MainStreet contract. Mr. Slick mentioned that MainStreet had completed many projects; three to one on the return of the City's $35,000.00 MainStreet contract.

Meredith Britt recommended that the public be allowed to sign up for Public Input a few minutes before the start of the meeting in order for people to have more opportunity to sign up. Ms. Britt added that the Charter Review Committee should be looked into and thought it was time to re-visit the City Charter. Ms. Britt thought that the contract between the City and the Storrie Lake Water's Association was a crucial issue and the public should be informed of its status.

Salvador Higgins expressed that water and air were "life" and that fracking was not a good thing as it would destroy the world and stated that God gave water to everyone. Mr. Higgins felt that the drought was terrible and that funds should be used to locate wells to supply water for everyone and his wishes were that the community would have a sufficient water supply.

Lalo Sanchez asked the Governing Body to consider amending the costs in the sewer ordinance and stated that he had been recommending the change to the ordinance for several years. Mr. Sanchez also brought up the issues of painting crosswalks and suggested installing parking meters to generate revenue to fund minor repairs to the city. Mr. Sanchez also had a concern on increasing the time for Public Input from three to five minutes and that the city streets were also in need of repair.

Mayor Gurulé-Girón stated for the record, that it was a process and the City Manager and his Directors were working towards accomplishing those goals and asked Mr. Sanchez to bear with the City.

Bob Wessely spoke briefly on water topics. The demand for fresh water was down 10%. Mr. Wessely also mentioned that the Raw Water Conveyance System Improvements were removed from the ICIP as per page 4 on the September 13th Special Meeting Minutes however on page 10 included the 1.8 million dollar project and hoped the inclusion was correct. Mr. Wessely spoke about water

storage in that the city's backup storage of wet water was down from the inadequate 1000 to only 200 acre feet which was only about 50 days need and added that he was eagerly looking forward to moving ahead with the two water storage projects. Mr. Wessely also encouraged everyone to vote in the National Election.

CITY MANAGER'S REPORT

City Manager Trujillo reported that Utilities Director Gilvarry would be presenting on utility billing and Community Development Director Annette Velarde would be presenting for the Community Development Department.

City Manager Trujillo informed that the City was moving forward in a very progressive direction, by way of contracts with AFSCME and F.O.P. being finalized and advised the contract between the IAFF and Fire Department was not yet complete but moving in a positive direction. City Manager Trujillo advised that Department Directors were working on consistency within their departments regarding staffing, ordinances and following policy and stated that he was happy with the progress already made. City Manager Trujillo advised that Department Head meetings had been very productive and informed Mayor and Council that he was very pleased with City staff.

Utilities Director Maria Gilvarry gave a detailed overview on the Utility Billing process.

Utilities Director Gilvarry added that a main billing concern was arrears not being collected due to the extended time given to pay the utility bill and explained that with the amount of leeway for payment, it allows the customer to easily fall into the next billing cycle before cut-off therefore making it easier for the customer to fall behind.

City Manager Trujillo advised that the focus now would be to change the ordinances regarding the allowable timeline of payment on the bill, changing the mindset of customers in paying their bill sooner, rather than later and trying to get the customer on schedule to avoid falling behind.

City Manager Trujillo informed that Utilities Director Gilvarry and Utilities staff would be more aggressive on addressing the issues of collections on arrears, placing liens on property for unpaid bills, enforcing ordinances as they should be enforced and educating customers on utility billing. City Manager Trujillo commended Utilities Director Gilvarry and her staff for doing what needs to be done to address the billing issues and advised that they would come back to the Governing Body in 6 months with a status report from the Utilities Department, along with notifying the public through the Las Vegas Optic with the information and of the enforcement of our ordinances.

Mayor Gurulé-Girón asked if Town Hall meetings would be held to inform the public.

City Manager Trujillo advised that they would conduct Town Hall meetings throughout the City to get the information out to the community.

Utilities Director Gilvarry mentioned that this would help our customers and by giving them too much leeway would be allowing them to hurt themselves and added that her desire was to help the customers in keeping up with their bills and not have to worry. Utilities Director Gilvarry reminded that this would not change the fact of working with customers on payment plans with billing issues.

City Manager Trujillo stated that these issues have been hard on the staff due to seeing customers on limited income and falling behind on their bill and having to make the choice of having to pay for food, medication or their utility bill. City Manager advised that the goal is to get the customer to the point of where they are comfortable and not have to worry about tomorrow.

Community Development Director Annette Velarde informed that Jaime Peltz, with the production team of "Making a Killing" movie, filmed in Las Vegas would be making a presentation.

Mr. Peltz informed that his mother was a long time educator and recognized J. Leon Martinez for his accomplishments as an educator as well. Mr. Peltz stated that he had made a promise to the City of Las Vegas of giving back to the community and felt that it was kept by giving donations to several non-profit organizations, churches and schools, put on a small fair and worked with NMHU

with participation from Patty Chavez, Terrance Garcia and Belah Muhammad and added that he would probably be working for them in the future as film makers.

Mr. Pelts informed that they took every opportunity to give back to the community. Mr. Peltz expressed his gratitude to the entire City for their contribution of positive support and looked forward to working in Las Vegas again.

Community Development Director Velarde took the opportunity to acknowledge and thank Event Planner/Film Liaison Vanessa Marquez and Zoning/Licensing Coordinator, Fran Solano for all their efforts and working well together as a team.

Community Development Director Velarde informed that she had nominated the City of Las Vegas for several awards with the New Mexico Hospitality Association and added that the City of Las Vegas had been nominated as a finalist for two awards which included a Marketing Award for the "So Dam Authentic, We can prove it" digital campaign and was up against tough competitors which were Albuquerque, Farmington and Indian Pueblo Cultural Center. Community Development Director Velarde informed that the second nomination was for an Outstanding Attraction award for the City of Las Vegas Rough Rider Museum.

FINANCE REPORT

Finance Director Ann Marie Gallegos presented the Finance Report for the month ending September 30, 2016, advising that revenues for General Fund were at twenty five percent of anticipated revenues and expenditures came in at twenty two percent with an imposed 5% decrease in expenditures in every department with continued monitoring.

City Manager Trujillo mentioned that the City was being proactive and preparing for the worst regarding possible budget cuts at the State level.

Finance Director Gallegos reported that Recreation Department revenue was at twenty percent as expenditures total was at twenty three percent with maintained employee expenditures.

Finance Director Gallegos informed that revenue for the Enterprise Funds was at twenty two percent and expenditures were at eighteen percent. Finance Director Gallegos advised that everyone is thinking conservatively regarding the budget.

Councilor Howell had a concern regarding the Entrepreneurial Network Program deliverable of reporting an external audit and asked how much an external audit would cost.

Mayor Gurulé-Girón advised that she had already discussed that concern with City Manager Trujillo and informed that an external audit would cost between $3,000 to $5,000 dollars and stated that she believed the requirement should be changed to a month to month or yearly financial reporting because it was a contractual obligation that was a Legislative requirement. Mayor Gurulé-Girón advised that City Manager Trujillo and Community Development Director Velarde were addressing the issue.

CONSENT AGENDA

1. Approval of Resolution #16-40 Budget Adjustment Resolution.

Resolution 16-40 was presented as follows:

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 16-40

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2017; and

WHEREAS, said budget adjustments were developed on the basis of an increase in revenues and expenditures, transfers in/or out in various funds; and

WHEREAS, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by additional grant funds and;

WHEREAS, the City of Las Vegas is in need of making adjustments to the 2017 fiscal year budget;

WHEREAS, it is the majority opinion of this Council that the budget adjustment meets the requirement as currently determined for fiscal year 2017;

NOW, THEREFORE, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, PASSED, APPROVED AND ADOPTED THIS _19th__ DAY OF OCTOBER 2016.

_____
Mayor

ATTEST:

_____

Casandra Fresquez, City Clerk

Reviewed and Approved as to Legal Sufficiency Only:

_____

H. Chico Gallegos, City Attorney

2. Approval of Resolution #16-38, supporting COOP-SP-4-17 (975).

Resolution 16-38 was presented as follows:

CITY OF LAS VEGAS, NM
RESOLUTION NO. 16-38

A Resolution Supporting the New Mexico Department of Transportation Municipal Cooperative Agreement/COOP-SP-4-17(957) for the Plan design, Construction management, Construction, Reconstruction, Pavement rehab, Drainage improvements and Miscellaneous construction to various entity streets.

WHEREAS, the estimated cost of the above described is forty nine thousand and ninety three dollars ($49,093.00).

WHEREAS, the City of Las Vegas' governing body has declared improvements to various entity streets a necessity for the good and well being of citizens of Las Vegas, New Mexico and support cooperative agreement for these funds to accomplish the work; and

WHEREAS, the City of Las Vegas will agree to work in accordance with the funding requirements of the Municipal Cooperative Agreement/COOP-SP-4-17(957) provided it be successful in receiving the funding necessary for these improvements.

NOW, THEREFORE, be it and it hereby is resolved by the governing body of the City of Las Vegas that the cooperative agreement for the above funding be submitted to the New Mexico Department of Transportation, Municipal Cooperative Agreement/COOP-SP-4-17-(957).

PASSED, APPROVED AND ADOPTED this _____day of October, 2016.

City of Las Vegas

_____

MAYOR

ATTEST:

_____

CASANDRA FRESQUEZ, CITY CLERK

3. Approval of Contract with the City of Las Vegas and Las Vegas First Independent Business Alliance (Entrepreneurial Network Program).

4. Approval of Resolution No. 16-39 for Drinking Water Loan No. 3570-DW for the water tank (Cabin Site) rehabilitation project.

Resolution 16-39 was presented as follows:

Due to length of document, a complete copy of Resolution 16-39 may be obtained at the City Clerk's Office.

5. Approval of Resolution 16-37 Repealing and Replacing Resolution 16-29 City of Las Vegas Meadow City Express' intent to apply for NMDOT Grant 5311.

Resolution 16-37 was presented as follows:

STATE OF NEW MEXICO
CITY OF LAS VEGAS
RESOLUTION NO. 16-37

A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 16-29 AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TRANSIT AND RAIL DIVISION FOR A PUBLIC RURAL TRANSPORTATION GRANT

WHEREAS, the City of Las Vegas Meadow City Express was designated a public rural transportation system in 1995; and

WHEREAS, since that time the City of Las Vegas Meadow City Express has applied for NMDOT Transit and Rail monies to assist with administrative, operating and capital expenses on an annual basis; and

WHEREAS, the City of Las Vegas matches the NMDOT Transit and Rail monies at a ratio and intends to match the monies in the amount of $116,125; and

WHEREAS, the City of Las Vegas Meadow City Express intends to submit an application for FY 2018 Section 5311 Public Transportation Grant; and

NOW, THEREFORE, BE IT RESOLVED, by the City of Las Vegas, that the City of Las Vegas hereby authorizes the submittal of an application to the New Mexico Department of Transportation Transit and Rail Division for a Section 531 Public Rural Transportation Grant.

PASSED, APPROVED AND ADOPTED by the Governing Body, this _____ day of October, 2016.

Signed:

_____

ATTEST: **Mayor Tonita Gurulé-Girón**

_____

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____

H. Chico Gallegos, City Attorney

Councilor Casey read the Consent Agenda into the record and made a motion to approve the Consent Agenda as read. Councilor Howell and Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes
Barbara A. Casey	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

BUSINESS ITEMS

1. Conduct a Public Hearing and Approval/Disapproval of application requesting a Transfer of Ownership and Location for Inter-Local Dispenser License for on Premise Consumption only and Patio Service submitted by Charlie's Bakery & Café, Inc., Charlie's Bakery & Café, located at 715-017 Douglas Avenue, Las Vegas, NM 87701, License No. 0103.

Councilor Ulibarri, Jr. made a motion to go into Public Hearing. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes
Vincent Howell	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

City Attorney H. Chico Gallegos swore in the individuals, who would be providing testimony on the issue to include Casandra Fresquez and Isaac Sandoval.

City Clerk Fresquez advised that the Alcohol and Gaming Division had reviewed the referenced application and granted preliminary approval and forwarded to the Clerk's Office for Local Option district approval or disapproval of the Liquor License Application and informed that zoning and publication requirements had been met.

Councilor Casey asked if this license would be used for every type of liquor.

City Clerk Fresquez clarified that it was an Inter-Local Dispenser License which would be used for "on premise" dispense of any type of alcohol and would be used at the three (715-017) Douglas Avenue locations.

Councilor Howell asked if Charlie's Bakery & Café had patio service.

Mr. Isaac Sandoval stated that there was no patio service at Charlie's Bakery at the present time.

Mayor Gurulé-Girón asked if the license application requested was consistent with the majority of the businesses in the area.

City Clerk Fresquez explained that the license application requested was consistent with Dick's Liquors and Rialto Restaurant, which were both full liquor licenses.

Councilor Ulibarri, Jr. made a motion to accept the record proper and to close Public Hearing. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

Councilor Ulibarri, Jr. made a motion to reconvene into Regular Session. Councilor Howell and Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	Vincent Howell	Yes
David A. Ulibarri, Jr.	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

Councilor Ulibarri, Jr. made a motion to approve application requesting a Transfer of Ownership and Location for Inter-Local Dispenser License for on Premise Consumption only and Patio Service submitted by Charlie's Bakery & Café, Inc., Charlie's Bakery & Café, located at 715-017 Douglas Avenue, Las Vegas NM 87701, License No. 0103. Councilor Casey and Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	Barbara A. Casey	Yes
David A. Ulibarri, Jr.	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

2. Approval of Contract between the City of Las Vegas and MainStreet de Las Vegas.

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

Community Development Director Velarde stated that there had been a concern of how MainStreet would be paid and explained that with approval of the Governing Body, the process of submitting payment to MainStreet would be through the process of an open purchase order for the entire amount of the contract. Community Development Director Velarde explained that MainStreet would be paid for services rendered from the start date of the contract to the end date of June 30, 2017.

Councilor Howell made a motion to approve of Contract between the City of Las Vegas and MainStreet de Las Vegas. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	Vincent Howell	Yes
David A. Ulibarri, Jr.	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

COUNCILORS' REPORTS

Councilor Casey expressed her concern regarding miss-information out in the community which creates a negative perception of City Administration and of the Councilors and stated that she did not appreciate being looked at in such a negative light, because she felt that she was a responsible person, doing the best that she could do to make sound decisions that benefit the community.

Councilor Casey suggested that the City provide weekly information in the Optic about areas of concern and updates of what is going on in the City as well and to be more forthcoming with information to the deserving community and to the Councilors and stated "that a well informed public makes a better community and well informed Councilors make better decisions".

City Manager Trujillo informed that they were getting stories out in the Las Vegas Optic, scheduling staff to report on projects in their departments every Friday on the radio and added that Directors would be giving progress reports with timelines included which would soon be available for Councilors.

Councilor Howell thanked friends, family and community members for their thoughts and prayers during this time of his mother's illness.

Councilor Howell stated that his name was very precious to him and wanted to publicly announce that he did not want anyone using his name in stating that he was supporting one thing or another unless coming to talk to him personally and added that his name was being used as supporting the recent recall attempts and did not want his name used in false accusations. Councilor Howell advised that

discussions take place with the Mayor and City Manager about issues and how they can be resolved and stated that he appreciated his seat as a Councilor where he can voice his concerns, listen to the community and discuss issues with Mayor Gurulé-Girón and City Manager Trujillo. Councilor Howell encouraged the community to talk to their Councilors with concerns since the Governing Body is passionate of what they are doing to help the community.

EXECUTIVE SESSION

City Manager Trujillo advised that there was no need to go into Executive Session.

ADJOURN

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

Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes
Barbara A. Casey	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

_____
Mayor Tonita Gurulé-Girón

ATTEST:

_____
Casandra Fresquez, City Clerk

GENERAL FUND REVENUE COMPARISON
THRU OCTOBER 31, 2016 33% OF YEAR LAPSED (4 of 12 months)
FISCAL YEAR 2017

Total Budget to Actual Comparison

	A	B	C	D	E	G (E/B)
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 % REV
PROPERTY TAX	1,350,000	1,373,000	457,667	1,415,383	100,357	7%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	1,183,333	3,553,542	1,233,231	35%
FRANCHISE TAX	800,000	800,000	266,667	807,805	214,005	27%
GROSS RECEIPT TAX .75	2,585,000	2,445,000	815,000	2,299,216	810,512	33%
1/8 INFRASTRUCTURE	350,000	351,000	117,000	361,198	134,555	38%
GRT .25 (JAN 2011)	680,000	697,000	232,333	685,582	356,809	51%
GRT -HOLD HARMLESS (JULY 2015	(85,000)	(110,400)	-36,800	(85,000)	(27,600)	25%
LICENSE & FEES	71,600	70,500	23,500	80,730	9,228	13%
INTERGOVERNMENTAL	66,000	71,500	23,833	76,494	19,574	27%
LOCAL-FINES	62,100	62,000	20,667	62,143	27,607	45%
LOCAL-MISC	1,657,230	1,707,000	569,000	1,860,468	607,998	36%
TOTAL	11,086,930	11,016,600	3,672,200	11,117,561	3,486,276	32%

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

GENERAL FUND EXPENDITURE COMPARISON
THRU OCTOBER 31, 2016 33% OF YEAR LAPSED (4 of 12 months)
FISCAL YEAR 2017

Total Budget to Actual Comparison

	A	B	C	D	E	F	H (E/B)
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	% BDGT
JUDICIAL	282,087	311,269	103,756	282,056	103,435	207,834	33%
EXECUTIVE	480,602	482,335	160,778	411,568	125,139	357,196	26%
ADMINISTRATION	247,913	238,796	79,599	246,214	73,182	165,614	31%
CITY ATTORNEY	213,770	241,956	80,652	206,840	60,471	181,485	25%
PERSONNEL/HR	274,354	278,490	92,830	274,322	84,451	194,039	30%
FINANCE	569,608	620,402	206,801	543,228	170,108	450,294	27%
COMMUNITY DEV.	567,364	553,245	184,415	427,253	123,180	430,065	22%
POLICE	3,928,874	3,957,787	1,319,262	3,358,911	1,217,838	2,739,949	31%
CODE ENFORCEMENT	168,661	179,925	59,975	130,374	39,282	140,643	22%
ANIMAL SHELTER	133,690	135,490	45,163	134,256	23,501	111,989	17%
FIRE	1,276,366	1,345,406	448,469	1,171,724	373,000	972,406	28%
PUBLIC WORKS/AIRPORT	492,606	480,681	160,227	424,991	130,351	350,330	27%
PARKS	305,020	333,142	111,047	197,579	77,455	255,687	23%
AIRPORT	0	0	0	0	0	0	0%
LIBRARY	201,256	215,812	71,937	185,087	66,232	149,580	31%
MUSEUM	192,888	151,836	50,612	125,378	44,663	107,173	29%
GENERAL SERVICES	2,649,000	2,505,714	835,238	1,939,451	388,674	2,117,040	16%
SALARY CONTINGENCY	50,000	0	0	38,853	0	0	0%
TRANSFERS	505,058	740,703	246,901	505,058	266,493	474,210	36%
TOTAL	12,539,117	12,772,989	4,257,663	10,603,143	3,367,455	9,405,534	26%

RECREATION DEPARTMENT-REVENUE COMPARISON
THRU OCTOBER 31, 2016 -33% OF YEAR LAPSED 4 OF 12 MONTHS
FISCAL YEAR 2017

	A	B	C	D	E	G
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	(E/B) % REV
WELLNESS CENTER	100,000	100,000	33,333	114,446	10,509	11%
OPEN SWIM	0	0				0%
YAFL	6,000	3,000	1,000	2,030	1,320	44%
YABL	20,000	20,000	6,667	19,011	3,225	16%
SUMMER FUN PROGRAM	20,000	20,000	6,667	15,797	1,241	6%
RECREATION-OTHER	49,000	29,800	9,933	32,116	2,980	10%
GEN FUND TRANSFER	400,000	300,000	100,000	400,000	133,280	44%
TOTAL	595,000	472,800	157,600	583,400	152,555	32%

RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU OCTOBER 31, 2016 -33% OF YEAR LAPSED 4 OF 12 MONTHS
FISCAL YEAR 2017

	A	B	C	D	E	F	H
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	(E/B) % BDGT
EMPLOYEE EXP.	552,495	423,276	105,819	523,505	168,761	254,515	40%
YAFL	3,500	2,000	500	2,964	0	2,000	0%
YABL	6,630	2,000	500	5,883	0	2,000	0%
OTHER OPERATING EXP.	66,610	77,250	19,313	66,610	18,063	59,187	23%
CAPITAL OUTLAY	4,000	6,600	1,650	3,779	685	5,915	10%
TOTAL	633,235	511,126	127,782	602,741	187,509	323,617	37%

ENTERPRISE FUNDS-REVENUE COMPARISON
THRU OCTOBER 30, 2016 -33% YEAR LAPSED (4 of 12 months)
FISCAL YEAR 2017

Total Budget to Actual Comparison

	A	B	C	D	E	G
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	(E/B) % BUDGET
WASTE WATER (610)	2,826,738	2,859,638	953,213	2,783,241	1,021,957	36%
NATURAL GAS (620)	5,673,019	5,237,000	1,745,667	5,211,845	713,845	14%
SOLID WASTE (630)	3,547,294	3,404,700	1,134,900	3,518,794	1,203,628	35%
WATER (640)	4,742,650	4,743,050	1,581,017	4,825,859	1,820,019	38%
Total of Enterprise Funds	16,789,701	16,244,388	5,414,796	16,339,739	4,759,449	29%

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU OCTOBER 30, 2016 -33% YEAR LAPSED (4 of 12 months)
FISCAL YEAR 2017

Budget to

	A	B	C	D	E	F	H
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	(E/B) % BUDGET
WASTE WATER(610)	2,663,075	2,541,860	847,287	2,382,172	679,682	1,862,178	27%
NATURAL GAS (620)	6,178,945	5,938,026	1,979,342	4,974,033	867,113	5,070,913	15%
SOLID WASTE (630)	3,330,517	4,088,165	1,362,722	2,791,805	1,132,626	2,955,539	28%
WATER (640)	6,800,813	4,214,893	1,404,964	6,493,367	1,435,839	2,779,054	34%
Total of Enterprise Funds	18,973,350	16,782,944	5,594,315	16,641,377	4,115,260	12,667,684	25%

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/25/2016 **DEPT:** **Finance** **MEETING DATE: 11/16/2016**

ITEM/TOPIC:.Approval of Resolution #16-41 regarding Obsolete Excess Property

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution #16-41

BACKGROUND/RATIONALE: The City of Las Vegas is proposing to auction, bid out, and/or dispose of obsolete equipment including items that have been fully depreciated.

STAFF RECOMMENDATION: Approve

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION 16-41
OBSOLETE EXCESS PROPERTY

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a need for disposition of items deemed unusable; and

WHEREAS, the City of Las Vegas is proposing to auction, bid, sell and/or dispose of obsolete equipment, including items that have been fully depreciated, to include scrap metals, inoperable vehicles, and dispose of other items deemed unusable; and

WHEREAS, a request will be submitted to Department of Finance and Administration for approval to auction, bid out and/or sell off surplus and obsolete equipment including scrap metal; and

WHEREAS, the sale of identified surplus property will be held in FY 2016-2017; and

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the sale of obsolete equipment, scrap metal, and/or surplus equipment respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this 15th day of November, 2016.

_____
Tonita Gurule-Giron, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____
H. Chico Gallegos, City Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/26/16 **DEPT:** Utilities Dept. **MEETING DATE:** 11/15/16

ITEM/TOPIC: Souder, Miller & Associates Task Order Amendment #2 – Flood Damaged Utility Infrastructure Design and Utilities.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of SMA task order amendment #2.

BACKGROUND/RATIONALE: Souder, Miller & Associates will provide engineering services for design and construction phases of the sites that sustained flood damage as a result of the September 2013 flood disaster. This task order will cover the additional design for the skating pond and sedimentation basin dredging, construction plans, bid documents, environmental permitting and engineering services. The amount of the task order is $64,095.00 including NMGRT.

STAFF RECOMMENDATION: Approval of SMA task order amendment #2.

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULÉ-GIRÓN
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

Souder, Miller & Associates ♦ 3451 Candelaria Road NE, Suite D
Albuquerque, NM 87107-1948 ♦ (505) 299-0942 ♦ (877) 299-0942 ♦ fax (505) 293-3430

August 18, 2016

Maria Gilvarry, Utilities Director
City of Las Vegas
905 12th Street
Las Vegas, NM 87701

#6422500

Contract 2766-13: Engineering Services Task Order Amendment No 2– Flood Damaged Utility Infrastructure Design and Construction Services

Dear Ms. Gilvarry:

Souder, Miller & Associates is pleased to submit the enclosed Task Order proposal to provide design engineering and construction phase services related to the Flood Damaged Utility Infrastructure project.

If you have any questions or need additional information, please do not hesitate to contact us. We appreciate the opportunity to work with the City of Las Vegas.

Sincerely,
Souder, Miller & Associates

Robert Ederer, P.E.
Project Manager/Senior Engineer

cc: Marvin Cordova, City

Attachments: Amendment No. 2

ATTACHMENTS

Please check the appropriate box and include applicable attachments

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 31st day of October, 2013 by and between the City of Las Vegas, the OWNER, and Souder, Miller & Associates, the ENGINEER, the OWNER and ENGINEER agree this_____day of October, 2016 that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

☐ **ATTACHMENT I** – Planning Services scope of work, cost proposal and compensation for Engineering Services During the Planning Phase

☒ **ATTACHMENT II** – Design Services scope of work, cost proposal and compensation for Engineering Services During the Design Phase

☒ **ATTACHMENT III** - Construction Services scope of work, cost proposal and compensation for Engineering Services During the Construction Phase

☐ **ATTACHMENT IV** - Operational Services scope of work, cost proposal and compensation for Engineering Services During the Operation Phase

2. Compensation for ENGINEERING SERVICES shall be by the

☐ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate ATTACHMENTS shall not exceed $_____, excluding gross receipt tax and reimbursable expenses

☒ **STANDARD HOURLY RATE WITH MAXIMUM method** of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursable expenses, for ENGINEERING SERVICES as described in the appropriate ATTACHMENTS shall not exceed **$27,429.00** without prior written approval of the OWNER, with Funding Agency concurrence.

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the ENGINEER upon written authorization from the OWNER and concurrence of the Funding Agency), shall be by the

☐ **LUMP SUM** method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate ATTACHMENT shall not exceed $_____, excluding gross receipt tax and reimbursable expenses

☒ **STANDARD HOURLY RATE WITH MAXIMUM method** of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursable expenses, for ADDITIONAL ENGINEERING SERVICES as described in the appropriate ATTACHMENT shall not exceed **$32,298.00** without prior written approval of the OWNER and with Funding Agency concurrence.

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.
Contract Time under Section B. and for the purpose of Section A.8 shall be (as specified in the Attachments) calendar days (or as specified in the Attachments).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars ($50.00) (minimum fifty dollars [$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is

complete and accepted by the OWNER.

OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

6. The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than $500,000 for injury to any one person and $1,000,000 on account of any one accident and in the amount of not less than $1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than $1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate ATTACHMENTS. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Reimbursable expenses shall not exceed the estimate in the ATTACHMENT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be as detailed in the Attachments.

The rest of the page is intentionally left blank

9. Signatures

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

ATTEST:_____

Type Name_____
Title_____
Date_____

OWNER: City of Las Vegas, New Mexico

By_____
Type Name Richard Trujillo
Title City Manager
Date _____

ATTEST:_____

Type Name Robert Ederer
Title Project Manager
Date 10/13/16

ENGINEER: Souder, Miller & Associates

By _____
Type Name Peter Fant, P.E.
Title President & CEO
Address 2904 Rodeo Park Drive
Santa Fe, NM
Date 10/13/16

REVIEWED: FUNDING AGENCY
NAME: _____
By _____
Type Name_____
Date _____

Recommend Signature
Date: 20 OCT 16

Recommend Signature
Date:

SUMMARY OF COST PROPOSAL

(Compensation for Engineering Services)

The following Summary of Cost Proposal includes a cost breakdown of services to be provided via the present Agreement for Engineering Services, according to each major developmental phase as presented in Section B of the Agreement.

A detailed breakdown of each phase is included in subsequent Attachments and their related Exhibits.

Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: Engineering Services for Amendment No. 2
Project Number: 6422500
Owner: City of Las Vegas
Date of Submittal: September 29, 2016
Tax Rate on Services: 7.3125% Albuquerque
8.3958% Las Vegas*

TOTALS			
PHASE/ CATEGORY OF WORK	**Subtotal**	**NMGRT**	**Amount**
Design Phase - Basic Engineering Services	$ 16,071.25	$ 1,175.21	$ 17,246.46
Construction Phase - Basic Engineering Services	$ 11,357.50	$ 830.52	$ 12,188.02
TOTAL ENGINEERING SERVICES	$ 27,428.75	$ 2,005.73	$ 29,434.48
Design Phase - Additional Services (Permitting)	$ 32,298.43	$ 2,361.82	$ 34,660.25
TOTALS	**$ 59,727.00**	**$ 4,368.00**	**$ 64,095.00**

ENGINEER will perform the work on a time and expense basis per the Professional Fee Schedule provided in Attachment No. 1.

PROFESSIONAL FEE SCHEDULE - *EFFECTIVE JANUARY 2016*

PROFESSIONAL SERVICES

Professional Staff		
Principal	$ 200.00	per hour
Senior Design Manager	$ 180.00	per hour
Senior Engineer/Scientist/Surveyor/Manager II	$ 160.00	per hour
Senior Engineer/Scientist/Surveyor/Manager I	$ 140.00	per hour
Project Engineer/Scientist/Surveyor/Manager II	$ 120.00	per hour
Project Engineer/Scientist/Surveyor/Manager I	$ 105.00	per hour
Staff EIT/Scientist/LSIT II	$ 90.00	per hour
Staff EIT/Scientist/LSIT I	$ 80.00	per hour
Technical Staff		
Senior Engineering/Design/Survey Tech V	$ 115.00	per hour
Senior Engineering/Design/Survey Tech IV	$ 100.00	per hour
Engineering/CAD/Design/Survey/Field Tech III	$ 85.00	per hour
Engineering/CAD/Design/Survey/Field Tech II	$ 75.00	per hour
Engineering/CAD/Design/Survey/Field Tech I	$ 65.00	per hour
Construction Observer III	$ 90.00	per hour
Construction Observer II	$ 75.00	per hour
Construction Observer I	$ 55.00	per hour
Support Staff		
Project Financial/Manager Assistant II	$ 80.00	per hour
Project Financial/Manager Assistant I	$ 65.00	per hour
Administrative Assistant IV	$ 105.00	per hour
Administrative Assistant III	$ 85.00	per hour
Administrative Assistant II	$ 65.00	per hour
Administrative Assistant I	$ 45.00	per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; *a complete list of expense rates is available upon request.*

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
Mileage @ $0.54 per mile (or current IRS rate)
Per diem $140.00 per day (or max per-diem rate per USGSA)
Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

ATTACHMENT II

Agreement for Engineering Services

Exhibit B - Design Services Scope of Work and Cost Proposal

Exhibit B.1 - Scope of Work

Including: Project Description
Scope of Work: Basic Engineering Services
Scope of Work: Additional Engineering Services
Schedule for Deliverables
Compensation for Engineering Services during the Design Phase
Interim or Partial Payments

Exhibit B.2 – Cost Proposal

EXHIBIT B.1 - SCOPE OF WORK
Amendment No. 2 to
Las Vegas Contract 2766-13

Engineering Services during the Design Phase

Name of Project:	Flood Damaged Utility Infrastructure Project
Project Number:	6422500
Name of Owner:	City of Las Vegas, New Mexico
Project Description:	Design repairs to the raw water facilities damaged by the September 2013 Flood Disaster (FEMA 4152-NM-DR), per Project Worksheets LVC-001D, -002D, -005D including Amendment No. A3 (PW 468 and 469)

Scope of Work: Basic Engineering Services during the Design Phase

Souder, Miller & Associates (ENGINEER) proposes to provide *Engineering Services for during the Design and Construction Phase to the Flood Damaged Utility Infrastructure project* for Site 1 (Gallinas River Raw Water Diversion Structure), Site 2 (Gallinas River Raw Water Pipe Bridge Structure), Site 5 (Valencia Street Pedestrian and Pipeline Structure, and Site 6 (Wastewater Treatment Plant Access Road) that was designed and bid by ENGINEER in 2015.

- **Task 1 – Revise "RE-BID 2" Project Manual**

The ENGINEER will revise the "RE-BID 2" version of the Project Manual to include Federal Emergency Management Agency (FEMA) Project Worksheets (PWs) LVC-001D (Gallinas River Raw Water Diversion Structure), -002D (Gallinas River Raw Water Pipe Bridge Structure) and -005D (Valencia Street Pedestrian Bridge and Pipeline Crossing).

The ENGINEER will add two additional sites to the project that are referred to as PW 428 (Pre sedimentation Basin sediment removal) and PW 429 (Skating Pond sediment removal) will be added. This work will include preparation of two additional drawing sheets depicting the areas of sediment removal that will be added to the previously prepared plan set and modification of the bid/contract documents. Plan view drawings will identify the limits of construction, identification of work to be performed and protection of existing features. No surveying or soil/sediment testing is included.

- **Task 2 – Skating Pond (PW 429) Dredging Environmental Permit**

The ENGINEER will prepare and submit anapplication with the supporting documentation required to apply for a U.S. Army Corps of Engineers (USACE) individual 404 permit for dredging the sediment from the Skating Pond. The supporting documentation includes additional cultural, biological and wetland resources studies.

Schedule for Deliverables:

The deliverables and corresponding due dates for the work described above are as follows:

Deliverable	Contract Time
Draft Project Manual for City review	3 weeks from notice to proceed.
Final Project Manual (Issue for bid)	2 weeks from receipt of comments/revisions.

Compensation for Engineering Services during the Design Phase:

Compensation for Engineering Services during the Design Phase shall be by the STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursable expenses, for said services described above and as detailed in the attached Exhibit B.2 - Cost Proposal, shall not exceed **$48,370.00 without** prior written approval of the OWNER and with Funding Agency concurrence.

Category of Work	Subtotal	NMGRT	Amount
Construction Plans and Bid/Contract Documents	16,071.25	1,175.21	17,246.46
Environmental Permits (PWs 429)	32,298.43	2,361.82	34,660.25
Design Phase Engineering Services Subtotal	**48,370.00**	**3,537.00**	**51,907.00**

Interim or Partial Payments:

OWNER shall pay ENGINEER for Basic Engineering Services during the Design Phase related to the preparation of Design Drawings, Technical Specifications and Contract Documents, as set forth above and detailed in Exhibit B.2 - Cost Proposal, by the standard hourly rate method not exceeding a total amount of **$48,370.00,** plus NMGRT, invoiced monthly by the ENGINEER on a percent complete basis, and will be considered 100% complete upon submittal of the final draft set to the OWNER and Funding Agency for review.

EXHIBIT B.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

DESIGN PHASE - BASIC ENGINEERING SERVICES

Date of Submittal: September 20, 2018

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Senior Eng./Sur. Mgr. I	Project Eng./Scl. Mgr II	Project Eng./Scl. Mgr I	Staff EIT/LSIT Scl. II	Staff EIT/LSIT Scl. I	Sr. Eng. Des/Surv. Tech IV	Eng/CAD Surv/Field Tech III	Eng/CAD Surv/Field Tech II	Eng/CAD Surv/Field Tech I	Project Fin./Mgr. Asst. II	Project Fin./Mgr. Asst. I	Admin IV	Admin III	Admin II	Admin I	Mileage	Expenses	Per Diem	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	$ 200	$ 180	$ 160	$ 140	$ 120	$ 105	$ 90	$ 80	$ 100	$ 85	$ 75	$ 65	$ 80	$ 85	$ 100	$ 80	$ 65	$ 45	$ 0.575	$ 1.00	$ 129			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	MI	Actual	Days	$	$	$
Task																								
Project Administration																								
Scoping Meetings w/ Client			18																500			$ 2,848		
Subtotal Hours:	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	500	0	0	$ 2,848	$ -	$ 2,848
Subtotal Cost:	$ -	$ -	$ 2,560	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 288	$ -	$ -	$ 2,848		
Final Design																								
Final Design (Below):																						$ -		
Sed Basin Plan		0	4					8		16			1									$ 2,720		
Skating Basin Plan		0	4					8		16			1									$ 2,720		
Prepare Complete Plan Set			2					8		16														
In-House Quality Control		4	4					4		8												$ 2,360		
Design Review (Address City Cmts)		2	8					8		8									250			$ 3,104		
Subtotal Hours:	0	6	22	0	0	0	0	36	0	64	0	0	2	0	0	0	0	0	250	0	0	$ 10,904	$ -	$ 13,224
Subtotal Cost:	$ -	$ 1,080	$ 3,520	$ -	$ -	$ -	$ -	$ 2,880	$ -	$ 5,440	$ -	$ -	$ 180	$ -	$ -	$ -	$ -	$ -	$ 144	$ -	$ -	$ 13,224		

Total Cost of Preliminary and Final Design Phase Services: $ 18,071

ADDITIONAL ENGINEERING SERVICES

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Senior Eng./Sur. Mgr. I	Project Eng./Scl. Mgr II	Project Eng./Scl. Mgr I	Staff EIT/LSIT Scl. II	Staff EIT/LSIT Scl. I	Sr. Eng. Des/Surv. Tech IV	Eng/CAD Surv/Field Tech III	Eng/CAD Surv/Field Tech II	Eng/CAD Surv/Field Tech I	Project Fin./Mgr. Asst. II	Project Fin./Mgr. Asst. I	Admin IV	Admin III	Admin II	Admin I	Mileage	Expenses	Per Diem	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	$ 200	$ 180	$ 180	$ 140	$ 120	$ 105	$ 90	$ 80	$ 100	$ 85	$ 75	$ 65	$ 80	$ 65	$ 100	$ 80	$ 65	$ 45	$ 0.575	$ 1.00	$ 129			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	MI	Actual	Days	$	$	$
Task																								
US ACOE 404 Permit Application	0.5		20	28	72								2				8		180			$ 18,644		$
Cultural, Biological & Wetland Survey																							$ 15,855	
Subtotal Hours:	0.5	0	20	28	72	0	0	0	0	0	0	0	2	0	0	0	8	0	180	0	0	16643.5	$ -	
Subtotal Cost:	$ 100	$ -	$ 3,200	$ 3,920	$ 8,640	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 160	$ -	$ -	$ -	$ 520	$ -	$ 104	$ -	$ -	$ 18,844	$ 15,655	$ 32,298

ATTACHMENT III

Agreement for Engineering Services

Exhibit C – Construction Services Scope of Work and Cost Proposal

Exhibit C.1 - Scope of Work

Including: Project Description
Scope of Work: Basic Engineering Services Scope
of Work: Additional Engineering Services
Schedule for Deliverables
Compensation for Engineering Services during the Construction Phase
Interim or Partial Payments

Exhibit C.2 – Cost Proposal

EXHIBIT C.1 - SCOPE OF WORK
Amendment No. 2 to
Las Vegas Contract 2766-13

Engineering Services during the Construction Phase

Name of Project:	Flood Damaged Utility Infrastructure Project
Project Number:	6422500
Name of Owner:	City of Las Vegas, New Mexico
Project Description:	Design repairs to the raw water facilities damaged by the September 2013 Flood Disaster (FEMA 4152-NM-DR), per Project Worksheet LVC001D including Amendment No. A3 (PW 468 and 469)

Scope of Work: Basic Engineering Services during the Construction Phase

Souder, Miller & Associates (ENGINEER) proposes to provide *Engineering Services for during the Design and Construction Phase to the Flood Damaged Utility Infrastructure project* for Site 1 (Gallinas River Raw Water Diversion Structure), Site 2 (Gallinas River Raw Water Pipe Bridge Structure), Site 5 (Valencia Street Pedestrian and Pipeline Structure, and Site 6 (Wastewater Treatment Plant Access Road) that was designed and bid by ENGINEER in 2015.

Two additional sites referred to a PW 428 (Pre sedimentation Basin sediment removal) and PW 429 (Skating Pond sediment removal) will be added the project. This task order scope of work adds preparation of design and construction drawings, permit application, revision of bid and contract documents, project bidding, recommendation of award and construction oversight.

ENGINEER was previously contracted to provide engineering design services to the project under Las Vegas Contract #2766-13 (Amendment No. 1), executed September 23, 2014. Engineering services during construction phase services were not included in Amendment 1.

- **Task 3 - Bidding & Recommendation of Award**

ENGINEER will provide bid phase services associated with a single round of bidding for the proposed project. These services will include: preparation and distribution of a maximum of ten (10) bid packages to prospective bidders and plan rooms and posting of an electronic bid via the ENGINEER web site; attendance at a pre-bid conference and bid opening to be held at OWNER facilities; answering contractor (bidder) questions; review and documentation of the bids received by ENGINEER, on behalf of the OWNER; and recommendation of award to the OWNER.

Scope of Work: Additional Engineering Services during the Construction Phase

No Additional Engineering Services during the Construction Phase are included.

Schedule for Deliverables:

The deliverables and corresponding due dates for the work described above are as follows:

Deliverable	Contract Time
Certified Bid Tabulation	1 week following opening of bids.

Compensation for Engineering Services during the Construction Phase:

Compensation for Basic Engineering Services during the Construction Phase shall be by the STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursable expenses, for said services described above and as detailed in the attached Exhibit C.2 - Cost Proposal, shall not exceed **$11,358.00** without prior written approval of the OWNER, and with Funding Agency concurrence.

Category of Work	Subtotal	NMGRT	Amount
Bid Solicitation	11,357.50	830.52	12,188.02
Construction Phase Services Subtotal	**11,358.00**	**831.00**	**12,188.00**

Compensation for Additional Engineering Services during the Construction Phase shall be by the STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursable expenses, for said services described above and as detailed in the attached Exhibit C.2 - Cost Proposal, shall not exceed $0.00 without prior written approval of the OWNER, and with Funding Agency concurrence.

Interim or Partial Payments:

OWNER shall pay ENGINEER for Basic Engineering Services during the *Construction Phase* related to the solicitation of bids, as set forth above and detailed in Exhibit C.2 - Cost Proposal, by the standard hourly rate method not exceeding a total amount of **$11,358.00** plus NMGRT, invoiced monthly by the ENGINEER on a percent complete basis, and will be considered 100% complete upon submittal of the final draft set to the OWNER and Funding Agency for review.

OWNER shall pay ENGINEER for Additional Engineering Services during the *Construction Phase* as set forth above and detailed in Exhibit B.2 - Cost Proposal, by the standard hourly rate method not exceeding a total amount of ***$0.00*** plus NMGRT upon submittal of monthly invoices to the OWNER.

EXHIBIT C.2 - COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Owner: City of Las Vegas

Date of Submittal: September 20, 2016

Job Description	Principal	Senior Design Manager	Senior Eng./Sur. Mgr. II	Senior Eng./Sur. Mgr. I	Staff EIT/LSIT Scl. II	Staff EIT/LSIT Scl. I	Sr. Eng. Des/Surv. Tech V	Sr. Eng. Des/Surv. Tech IV	Eng/CAD Surv/Field Tech III	Eng/CAD Surv/Field Tech II	Eng/CAD Surv/Field Tech I	Project Fin./Mgr. Asst. II	Project Fin./Mgr. Asst. I	Admin IV	Admin III	Admin II	Admin I	Mileage	Expenses	Per Diem	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	$ 200	$ 180	$ 160	$ 140	$ 90	$ 80	$ 115	$ 100	$ 85	$ 75	$ 65	$ 80	$ 65	$ 100	$ 80	$ 65	$ 45	$ 0.575	$ 1.00	$ 129			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	MI	Actual	Days	$	$	$
Task																							
P1. Bidding or Negotiating Phase Services																							
Bid Administration																							
Preparation/Distribution Packets (10)		2	2			8			16			2			8						$ -		
Pre-Bid Conference			12			12															$ 3,480		
Addenda and Clarifications			4			16												250	50		$ 3,074		
Bid Opening			8																		$ 1,920		
Evaluate Bids and Tabulate			2			8												250			$ 1,104		
Recommendation/Award of Bid		1	2			4															$ 960		
Subtotal Hours:	0	3	28	0	0	48	0	0	16	0	0	2	0	0	8	0	0	500	50	0	$ 820		
Subtotal Cost:	$ -	$ 540	$ 4,480	$ -	$ -	$ 3,840	$ -	$ -	$ 1,360	$ -	$ -	$ 160	$ -	$ -	$ 640	$ -	$ -	$ 288	$ 50	$ -	$ 11,358	$ -	$ 11,358
																		Total Cost of Bidding or Negotiating Phase Services:			$ 11,358		$ 11,358
P2. Construction Phase Services																							
Construction Administration																							
Pre-Construction Conf Prep																					$ -		
Pre-Construction Conference																					$ -		
Review/Approve Submittals																					$ -		
Evaluate Contractor Pay Requests (6)																					$ -		
Coordinate Partial Payments (6)																					$ -		
Closeout Documents/Procedures																					$ -		
Record Drawings																					$ -		
Subtotal Hours:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
Subtotal Cost:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Construction Observation by Engineer																					$ -		
Construction Observation																					$ -		
Number of Visits = 12 Hours per visit = 8																					$ -		
Subtotal Hours:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -
Subtotal Cost:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
																					Total Cost of Construction Phase Services:		$ -

Total Cost of Construction Phase Basic Engineering Services: $ 11,358

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/26/16 **DEPT:** Utilities Dept. **MEETING DATE:** 11/15/16

ITEM/TOPIC: Resolution No. 16-43 authorizing submission of a grant application for funding assistance to the United States Environmental Protection Agency Brownfields Program.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of Resolution 16-43.

BACKGROUND/RATIONALE: The City of Las Vegas is submitting an application for funding assistance to begin the identification, assessment and clean-up planning of the "Brownfields" that are a part of or adjacent to Gallinas River Park (bounded to the north by Mills Ave. and to the south by Independence Ave.).

STAFF RECOMMENDATION: Approval of Resolution No. 16-43.

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULÉ-GIRÓN
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

CITY OF LAS VEGAS
RESOLUTION NO. 16-43

AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED APPLICATION FOR FUNDING AND PROJECT APPROVAL TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WHEREAS, the City of Las Vegas is a qualified entity under the Code of Federal Regulations Title 40 Part 31 and the Governing Body is authorized to request funds for financing of the Brownfields Assessment for benefit of the Borrower and the public; and

WHEREAS, the U.S. Environmental Protection Agency (EPA) has instituted a program for financing of projects identified as "Brownfields", and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for assessment of identified Brownfields; and

WHEREAS, the Governing Body intends to undertake construction and improvement of the Gallinas River Park for the benefit of the Borrower and its residents; and

WHEREAS the application prescribed by the EPA will be submitted to the EPA for its consideration and review as required as part of the Application.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS:

That the officers and employees of the Governing Body are hereby directed and requested to submit the Application to the EPA for its review and are further authorized to take such other action as may be requested by the EPA in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2016.

_____
Mayor Tonita Gurulé-Girón

ATTEST:

_____
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

_____
H. Chico Gallegos, City Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/26/16 **DEPT:** Utilities Dept. **MEETING DATE:** 11/15/16

ITEM/TOPIC: Award request for proposals #2017-07 for diesel repair services for the waste water, gas, solid waste and water divisions to D.A.G Enterprises and enter into agreement.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award request for proposals #2017-07 to D.A.G. Enterprises and enter into agreement.

BACKGROUND/RATIONALE: The City of Las Vegas has diesel powered heavy equipment and vehicles that require regular maintenance due to extended use. This RFP will allow the City to hire a mechanic to provide diesel repair services for heavy equipment and vehicles as needed.

Advertised:	08/21/16; Las Vegas Optic, Albuquerque Journal and City Website
Bid Opening:	September 13, 2016
Number of Proposers:	1 – D.A.G Enterprises
Amount:	75.00 per hour
Budget Line Item:	Numbers vary per division.

STAFF RECOMMENDATION: Award request for proposals #2017-07 to D.A.G Enterprises and enter into agreement.

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULÉ-GIRÓN
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

PROPOSAL/BID OPENING

DATE: 13-Sep-2016

TIME: 2:00 PM

OPENING NO.: 2017-07

DEPARTMENT: UTILITIES

LOCATION: City Council Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S): **DIESEL REPAIRS FOR THE CITY OF LAS VEGAS WASTE WATER, WATER, GAS & SOLID WASTE DIVISIONS**

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
D.A.G. Enterprises			✓	✓

COMPANY REPRESENTATIVE	COMPANY NAME
Jaime Apodaca	City of LV - Inventory
[illegible]	City of LV Purchasing
Yoan Calvo	City of Las Vegas P/U.
Eric L. Tapia	City of Las Vegas P/M.

(use other side of form when full)

FINALS TAKEN BY: Mike Gonzales 9-13-16

DATE: Yoan Calvo 9/13/16

OPENED BY: FINANCE DEPARTMENT

Jaime Apodaca

DATE: 9/13/16

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 p.m. on Sept 13, 20 16, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

DIESEL REPAIR SERVICES FOR THE CITY OF LAS VEGAS WASTE WATER, WATER, GAS AND SOLID WASTE DIVISIONS

Proposal Forms and Specifications may be obtained from the following location:

City Clerk's Office, 1700 North Grand Avenue, Las Vegas, New Mexico 87701;

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: DIESEL REPAIR SERVICES, Opening No. 2017-07; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the **City Clerk** by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS

Richard Trujillo, City Manager

H. Chico Gallegos, City Attorney (As to legal sufficiency)

Casandra Fresquez, City Clerk

Ann M. Gallegos, City Clerk

Helen Vigil, Purchasing Officer

Opening No. 2017-07 Date Issued: 8/17/2016

Published: Las Vegas OPTIC Aug 22, 2016
Albuquerque Journal Aug 22, 2016
City of Las Vegas website: www. lasvegasnm.gov

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER: (____) _____

FAX NUMBER: (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): Diesel Repair Services for the City of Las Vegas Waste Water, Water, Gas and Solid Waste Divisions.

THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____}
} ss
COUNTY OF _____}

I _____, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

_____
Signature

Subscribed and sworn to before me, this _____ day of _____, 20_____.

(SEAL)

_____
Notary Public Signature
My Commission Expires: _____

STANDARD PROPOSAL CLAUSES

AWARDED PROPOSAL

Awarding of Proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all Proposals submitted.

TIMETABLE

Proposals pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Sept 13, 20 16; 2:00 p.m.; at which time all proposals received will be opened. The opening will occur at the City Offices. Awarding of proposal is projected for: Sept, 20 16. The successful offeror will be notified by mail.

ENVELOPES

Sealed Proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal name and opening number. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-199 N.M.S.A. 1978), imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978), states that it is a third degree felony to commit offense of demanding or receiving a bribe by a public official or public employee. (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978), states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the Offeror to see that their Proposal is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set proposal thus delayed will not be considered.

NON-COLLUSION

In signing their Proposal and Affidavit, the offeror certifies that he / she has not, either directly or indirectly entered into action of restraint of free competition, in connection with the submitted Proposal.

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in this proposal request at least five (5) days prior to the

scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Date or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A Proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the Offeror does so agree in submitting their Proposal. Prior to the schedule time and date of opening, proposals submitted early may be withdrawn, but may not be re-submitted.

APPLICATION OF PREFERENCE

Pursuant to (Section 13-1-21 and 13-1-22 N.M.S.A. 1978) any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certification Number (issued by N.M. State Purchasing) with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Offerors shall provide their Federal Tax ID Number if Offeror is incorporated. If Offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number, contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

New Mexico (CRS) Tax Identification Number: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

SPECIAL NOTICE

Proposal will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted

proposal are not public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing rules and regulations (section 6.7) discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal.

CONTRACT

When the City issues a Purchase Order in response to an awarded proposal, a binding contract is created, (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts Tax in the City of Las Vegas. Successful bidder will be required to obtain a business license from the City of Las Vegas prior to commencing any project within the City limits.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Contract**" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed

Proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size)

_____ _____
Signature Date

_____
Title (position)

- OR -

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

REQUEST FOR PROPOSALS
FOR DIESEL REPAIR SERVICES
FOR THE CITY OF LAS VEGAS GAS, WATER,
WASTE WATER, SOLID WASTE DIVISIONS

The City of Las Vegas, New Mexico is requesting proposals for diesel repair services for City of Las Vegas Gas, Water, Waste Water and Solid Waste divisions as defined in the scope of work.

A. SCOPE OF WORK

The offeror shall perform diesel repair services on an as needed basis, as hereafter stated.

Qualifications shall include the following:

1. Work requires a practical knowledge of Fleet Diesel Service & Maintenance, normally acquired through four (4) years of Diesel Equipment repair experience.
2. Valid New Mexico Class A Driver's License.
3. Electrical schematic diagnosis training.
4. Certified to perform Diesel Mechanical Inspection and provide cost estimate.
5. Must possess a valid tax identification number.
6. Must be within proximity of the City of Las Vegas.

1. OFFEROR'S IDENTIFICATION:

State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of offeror's proposal.

2. PERSONNEL EXPERIENCE:

Describe the experience and qualifications of company principals, supervisors, and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors. The experience and qualifications must reference the servicing of the City of Las Vegas diesel equipment. Respond to this as Section B of offeror's proposal.

3. LICENSES:

The offeror shall show that he / she has a New Mexico general Contractors license (if applicable) and all other licenses required by law to perform the work required by this contract. All such licenses shall

be held by the offeror or his / her subcontractors at the time the proposal is submitted. Respond to this section as Section C in offeror's proposal.

4. NECESSARY LABOR AND EQUIPMENT:

The offeror shall show that he / she has the necessary labor and tools for servicing vehicles/equipment. Tools and labor shall be available as needed within the specified time line. Respond to this section as Section D in offeror's proposal.

5. EXPERIENCE IN DIESEL REPAIR SERVICES:

The offeror shall demonstrate at least five (5) years experience. Indicate name, address and phone number of past customers and reference individuals who can be contacted regarding the work. Respond to this section as Section E in offeror's proposal.

6. EXPERIENCE WITH DIESEL EQUIPMENT:

The offeror shall demonstrate at least five (5) years of proven performance working with diesel vehicles/equipment.

7. DOCUMENTATION:

The offeror shall provide documentation of operator's qualifications. The offeror shall indicate his / her minimum stock of replacement parts and anticipated delivery time for un-stocked replacement items and parts. Respond to this section as Section G in offeror's proposal.

8. FACILITIES:

The offeror shall show that he / she has a machine shop facility or arrangements with a machine shop to perform work on a priority basis and adequate space for storing parts and other mechanical repair capabilities. If the offeror has arrangements with a machine shop, a copy of the agreement shall be attached. Respond to this section as Section H in offeror's Proposal.

9. FINANCIAL:

The Offeror shall provide a letter from a financial institution regarding the offeror's credit rating. Respond to this section as Section I in offeror's proposal.

10. EQUIPMENT SELECTION SERVICES:

Should some of the work require the Contractor to prepare fabrication shop drawings or quotes as requested, the calculations and recommendations shall be submitted to the City for review and approval. Describe your staff capabilities or arrangements with another firm to accomplish this work. Respond to this section as Section J in offeror's proposal.

11. ADDITIONAL INFORMATION:

Describe any exceptions and/or clarifications to this Request for Proposals. Also include any additional

information you believe to be pertinent to the proposal but not requested elsewhere. Respond to this section as Section K in offeror's proposal.

12. NOTE:

Number of pages should not exceed a total of 15.

13. WITHDRAWAL OF PROPOSAL:

A Proposal may not be withdrawn or canceled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their Proposal. Prior to the scheduled time and date of opening, Proposals submitted early may be withdrawn, but may not be re- submitted.

14. OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL:

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an offeror, or that has quoted prices of materials to an offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other offerors or making a prime proposal.

15. OPENING OF PROPOSAL:

Offerors are invited to be present at the opening of the Proposal. All Proposals shall be made and received with the understanding that the offeror accepts the terms and conditions contained in these contract documents referred to herein.

16. COMPARISON OF PROPOSALS:

City of Las Vegas shall appoint a selection committee to review and evaluate the proposals submitted for this project. Offerors should be prepared to respond to requests by the selection committee for oral presentations, site visits, and interviews with key employees and other areas deemed necessary to assist in the evaluation process. The selection committee may, at its option, interview some or all offerors submitting valid proposals. The committee shall, on the basis of the proposal and the interviews, rank the offerors for recommendation of award to the City Manager and the Las Vegas City Council.

The following criteria shall be used by the selection committee in evaluating and ranking the proposals and making a recommendation for award. The proposals shall be rated on a scale of 1-100 by each evaluator with maximum points per category as shown below:

1. Personal/Personnel Experience: Licenses, Labor and Equipment, Procurement ability, adequate facilities and financial stability..... 20%

2. Capacity and Capability: Offerors willingness, capacity and capability to perform Maintenance/Emergency services on a timely basis 25%

3. Past Record of Performance and Familiarity to vehicles/equipment:.....20%

4. Familiarity with City of Las Vegas vehicles/equipment.....25%

5. Proximity to Las Vegas New Mexico.....10%

17. AWARD OF CONTRACT:

The owner reserves the right to delay awarding of the Contract up to 60 days after the scheduled opening and the privilege of rejecting all proposals and not making an award. Awarding of Proposal shall be made to the responsible offeror whose Proposal best meets the specifications. In awarding the Contract, the owner shall determine, at his discretion, whether an offeror is qualified to perform the Contract, and whether it is to the interest of the owner to accept the offer. The City reserves the right to make multiple awards.

18. BONDS:

The successful offeror will be required to furnish a Performance Bond, in an amount equal to $100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful offeror, as Contractor, will be required to execute also included herewith.

19. INSURANCE CERTIFICATE:

The offeror must at all times hold General Liability insurance of at least $1,000,000.00 per occurrence with a $2,000,000.00 aggregate and list the City of Las Vegas as an additional insured. Proof of Compliance with this insurance requirement is to be provided to the City upon execution of the Contract.

The successful offeror will be required to furnish insurance certification for the insurance required.

20. CONTRACTUAL TERMS:

The following contractual terms will be included in any Contract entered into by the City of Las Vegas and the offeror selected.

A. Funding

This solicitation is subject to the availability of funds to provide this service. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.

B. Term

The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years. Sixty (60) days prior to the end of each year of the agreement, City may, without stating a cause, give notice of its intention to terminate the contract.

21. EXECUTION OF CONTRACT:

The Contract, Performance Bond and Labor and Material Payment Bond shall be executed in four (4) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

A. Contractor
B. Owner
C. Bonding Company

22. CONTRACT DOCUMENTS:

The complete Contract Documents will include the following:

A. Notice to offerors
B. Instructions and Information for offerors
C. Proposal
D. Cost
E. Contract Agreement
F. Performance Bond
G. Labor and materials Payment Bond
H. General conditions and Provisions of the Scope of Service
I. Safety Requirements, insurance certificates, and Contractor's bonds, all of which are bound together.

23. CITY OF LAS VEGAS BUSINESS LICENSE:

The successful offeror shall be required to obtain a business license from the City of Las Vegas before commencing work on the project.

24. DOCUMENTS TO SUBMIT WITH PROPOSAL:

Each offeror shall submit the orginal and five (5) of the following documents:

A. Proposal
B. Offeror Information Form
C. List of Subcontractors
D. Contractor's Bonds
E. Campaign Contribution Disclosure Form

EVALUATION SHEET

OFFERORS:
Proposal must address each of the following criteria.

EVALUATOR: _____ DATE: _____

RATING SHEET FOR:
Diesel Repair Services - Utilities

Offeror: _____

ITEM	POSSIBLE POINTS	POINTS AWARDED
RFP – DIESEL REPAIR SERVICES - Utilities		
1. Personal/Personnel Experience	20	
2. Capacity and Capability	25	
3. Past Record of Performance	20	
4. Familiarity with the City of Las Vegas vehicles / equipment	25	
5. Proximity to Las Vegas New Mexico	10	
TOTAL	**100**	

City Manager & City Attorney's Office

Date Submitted: 08/11/16

Department Submitting: Finance Department

I am in receipt of the document for review submitted by: Ann Marie

Document to be Reviewed: Request for Proposals

Urgency: ☐ High Priority ☐ Medium Priority ☐ Low Priority

Deadline: _____

Comments: _____

_____

Approved / Disapproved:

_____ _____

Richard Trujillo, City Manager Date

Approved / Disapproved:

_____ May 15, 2016

H. Chico Gallegos, City Attorney Date

Date Documents Picked Up: _____

By: _____ _____

Printed Name Signature

LAS VEGAS
NEW MEXICO
NEW ADVENTURES DOWN OLD TRAILS

REQUEST FOR PROPOSALS

DIESEL REPAIR SERVICES FOR THE CITY OF LAS VEGAS, WASTE WATER, WATER, GAS & SOLID WASTE DEPARTMENTS

Opening No. 2017-07

RECEIVED
SEP 13 2016
CITY OF LAS VEGAS
PURCHASING DEPT
2:15

Index

For

Diesel Repair Services for the City of Las Vegas, Waste Water, Water, Gas &Solid Waste Departments

Proposal for D.A.G. Enterprises of N.M., LLC

Resume

ASE Certifications/Licenses/Degree

Clarification of Proposal

Offeror Information

Disclosure of Contributions

Criteria for Acceptance and Evaluation of Proposals

Insurance

Diego A. Griego

258A Montezuma Route
Las Vegas, NM 87701
Phone: (505)425-8918
Cell Phone: (505)617-0922
Fax: (505)425-9516
Email: griego_diego@hotmail.com

Education

1980-1982 New Mexico Highlands University Las Vegas, NM
A.S. Industrial Arts: Graduated

1978-1980 Luna Vocational Technical Institute Las Vegas, NM
Certified Welder

1976-1980 West Las Vegas High Las Vegas, NM
High School Diploma

Professional Experience

1999-2016 Owner/Operator of D.A.G. Enterprises Specializing in Diesel Mechanics
1985-1999 Rocky Road Gravel Products Las Vegas, NM General Manager
1982-1986 Yeargin Western Construction Arizona
Plant Operator
Loader Operator
Dozer Operator
Maintenance
Electrical

Licenses

GB 98
Class A CDL
GF 7,8,9

Certificates

ASE/Heavy/Medium Truck Technician
Crusher School (Rust Tractor)
Air Brakes (Drive Train Industries)
Supervisory Training in alcohol and controlled substance abuse
Explosives

City of Las Vegas Diesel Proposal

D.A.G. Enterprises of N.M., LLC

Personal Experience:

Diego Griego: 34 Years Experience
ASE Certified in Heavy Truck
Licensed Contractor
Diesel Mechanics
Associates in Machine Tech
Certified in Welding
Class A CDL

Personnel Experience:

John R. Ulibarri: 6 Years Experience, Universal Technical Institute
Jeremy Gonzales: 6 Years Experience, Universal Technical Institute
Marvin Gallegos: 34 Years Experience
Jose Griego: 6 Years Experience

Size of Facility/Ability to conduct work during adverse weather conditions:

52x60x17 Heated steel building
Two bays, 60' long with 14' high doors
Bay one is drive through
One bay has a pit for easy access for oil changes and under vehicle inspections.
Facility capable of holding two semi-trucks and trailers
Two service trucks for on site mechanic work and welding

Experience with heavy and light equipment and maintenance requirements:

D.A.G. Enterprises has been providing mechanic services for:

The City of Las Vegas for 16 years
Franken Construction for 16 years
BNSF for 15 years
Amerigas for 16 years
New Mexico Highlands University for 14 Years
Dead Horse Ranch
Ruby Ranch
Hutchison Ranch
Love Lady Ranch

Proof of Liability Insurance:

Insurance provided by Colony National Insurance Company
*See enclosed copy

In good standings with the City of Las Vegas:

Currently doing service for:

Streets Department
Waste Water Department
Fire Department

Solid Waste Department
Airport
LVPD
Gas Department
Water Department

Capacity:

D.A.G. Enterprises currently has 4 Technicians in order to meet the demands of any emergency situations.

Two Technicians have over thirty years of experience in heavy equipment mechanics, hydraulics and welding.

Universal Technical Institute Graduate, service writer/tech.

Shop Location:

258A Montezuma Rt.

NEW MEXICO

COMMERCIAL DRIVER'S LICENSE

License # 013870144 ISSUED 02/04/2016

Date of Birth 01/07/1962 EXPIRES 02/06/2024

GRIEGO

DIEGO ANTONIO

5 LUCILLE L

LAS VEGAS, NM 87701

SEX M

HEIGHT 5'10"

WEIGHT 250

EYES BRO

CLASS A

ENDORSEMENTS NTW

RESTRICTIONS B

CERTIFICATE OF PROFICIENCY

This certifies that

Diego Griego

has successfully completed

Welding

at

Luna Vocational Technical Institute

DAY

Division

Las Vegas, New Mexico

for the year

1978-1979

INSTRUCTOR

PRESIDENT, BOARD OF EDUCATION

Lawrence Pino

SCHOOL DIRECTOR

SCHOOL PRESIDENT

County Business License Registration

No. 0121

$36.00

STATE OF NEW MEXICO — COUNTY OF SAN MIGUEL

WHEREAS, Diego Griego an agent, person, firm, corporation or association known as

D.A.G ENTERPRISES OF NM, LLC

engaged in a business or occupation within the unincorporated area of San Miguel County, New Mexico, has made application for a business license registration as Diesel Repair/Welding, and has paid to the Collector of aforesaid County the fee of ($ 36.00), the amount required by law.

THEREFORE, license has been granted to the said Diego Griego to carry on said business in said County and State, for the period of 12 months commencing January 1, 2016 and ending December 31, 2016, under the provisions of the law in such case made and provided.

IN WITNESS WHEREOF, said business license registration approved at Las Vegas, San Miguel County, New Mexico.

on this 8th day of February, 2016

Alex Tafoya — 2/8/16
Planning and Zoning Division — Date

Received of Diego Griego the sum of THIRTY-SIX AND 00/100 in full payment of the above license.

Collector — 2.10.16 Date

FOLD ALONG PERFORATION TO REMOVE CERTIFICATE — ASE-1586-6591

National Institute for
AUTOMOTIVE SERVICE EXCELLENCE

Be it known that

DIEGO A GRIEGO

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

MEDIUM/HEAVY TRUCK TECHNICIAN

AREAS OF DEMONSTRATED ACHIEVEMENT	EXPIRES
DIESEL ENGINES	JUNE 30, 2019
DRIVE TRAIN	JUNE 30, 2019
BRAKES	JUNE 30, 2019
SUSPENSION AND STEERING	JUNE 30, 2019
PREVENTIVE MAINTENANCE AND INSPECTION	JUNE 30, 2019

GIVEN THIS 31ST DAY OF MAY 2014, AT LEESBURG, VIRGINIA

ASE-1586-6591
ASE IDENTIFICATION NUMBER

Timothy A. Zeller
TIMOTHY A. ZELLER, President

CITY OF LAS VEGAS, NEW MEXICO

BUSINESS LICENSE/REGISTRATION

BUSINESS: **D.A.G. ENTERPRISES OF NEW MEXICO, LLC**

LICENSE # 1048

ADDRESS: **LAS VEGAS, NEW MEXICO 87701**

APPROVED
COMMUNITY DEVELOPMENT

BUSINESS OWNER

Alfonso E. Ortiz Jr.
Alfonso E. Ortiz, Jr
MAYOR

NEW MEXICO HIGHLANDS UNIVERSITY

ON THE NOMINATION OF THE FACULTY, GRADUATES

DIEGO ANTONIO GRIEGO

ASSOCIATE OF SCIENCE

WITH ALL THE RIGHTS, HONORS AND PRIVILEGES HERE AND EVERYWHERE APPERTAINING TO SUCH GRADUATION

IN WITNESS WHEREOF, THE SEAL OF THE UNIVERSITY AND THE SIGNATURES OF THE PROPER OFFICERS ARE HEREUNTO AFFIXED.

GIVEN AT LAS VEGAS, NEW MEXICO ON THE TENTH DAY OF MAY, IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND EIGHTY-TWO

Ryan A. Aragon
PRESIDENT, BOARD OF REGENTS

Frank L. Montoya
SECRETARY, BOARD OF REGENTS

NEW MEXICO HIGHLANDS UNIVERSITY 1893

John Aragon
PRESIDENT

Jessie F. Quarry
DEAN

OFFEROR INFORMATION

OFFEROR: D. A. G. Enterprises of N.M., LLC

AUTHORIZED AGENT: Diego A. Griego

ADDRESS: 258A Montezuma Rt., P.O. Box 2084

TELEPHONE NUMBER: (505) 425-8918

FAX NUMBER: (505) 425-9516

DELIVERY:

STATE PURCHASING RESIDENT CERTIFICATION NO.:

NEW MEXICO CONTRACTORS LICENSE NO.: 385497

SERVICE (S): Diesel Repair Services for the City of Las Vegas Waste Water, Water, Gas and Solid Waste Divisions.

THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }
COUNTY OF San Miguel } ss

I Diego A Griego, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

D A G
Signature

Subscribed and sworn to before me, this 12 day of September, 2016.

(SEAL)

OFFICIAL SEAL
Michaelynn J. Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 6-9-2020

M Martinez
Notary Public Signature
My Commission Expires: 6-9-2020

scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Date or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A Proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the Offeror does so agree in submitting their Proposal. Prior to the schedule time and date of opening, proposals submitted early may be withdrawn, but may not be re-submitted.

APPLICATION OF PREFERENCE

Pursuant to (Section 13-1-21 and 13-1-22 N.M.S.A. 1978) any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certification Number (issued by N.M. State Purchasing) with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Offerors shall provide their Federal Tax ID Number if Offeror is incorporated. If Offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 80-0968786

SOCIAL SECURITY NUMBER: 585-17-3151

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number, contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

New Mexico (CRS) Tax Identification Number: 03-283004-00-1

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

SPECIAL NOTICE

Proposal will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted

Proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size)

_____ _____
Signature Date

_____
Title (position)

- OR -

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

R A A 9-12-16
Signature Date

Owner
Title (Position)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Trujillo Agency, LLC
807 Grand Ave / PO Box 340
Las Vegas, NM 87701
Phone: (505) 425-5696 Fax: (505) 425-8830

CONTACT NAME: Michelle Trujillo
PHONE (A/C, No, Ext): (505)425-5696 **FAX (A/C, No):** (505)425-8830
E-MAIL ADDRESS: mmtrujillo@thetrujilloagency.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Drive Ins - Progressive	11770
INSURER B :	NATIONAL INDEMNITY	
INSURER C :	NEW MEXICO MUTUAL	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
DAG ENTERPRISES
DIEGO GRIEGO DBA
PO BOX 2084
LAS VEGAS NM 87701-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			70GHS026318	09/11/2016	09/11/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			02271924-7	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 750,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below			65875.104	04/28/2016	04/28/2017	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 500,000 $ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
MACHANIC

CERTIFICATE HOLDER
CITY OF LAS VEGAS
1700 NORTH GRAND AVE
LAS VEGAS, NEW MEXICO 87701

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/4/16 **DEPT: City Attorney** **MEETING DATE: 11/15/16**

ITEM/TOPIC: AFSCME Local 2851approval of changes to Collective Bargaining Agreement.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of AFSCME Local 2851 Agreement.

BACKGROUND/RATIONALE: The American Federation of State, County and Municipal Employees (AFSCME) Local 2851 has ratified and approved collective bargaining agreement.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

COUNCIL 18
AFSCME
WE MAKE NEW MEXICO HAPPEN
www.afscme18.org

October 27, 2016

To: Mr. Richard Trujillo, City Manager
City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

From: Floyd Lovato
AFSCME Local 2851, President
and
Sam Chavez,
AFSCME Council 18

Re: Ratification of CBA

City Manager, Trujillo,

As per the agreement between City of Las Vegas and AFSCME Local 2851, ratification vote was conducted on October 26, 2016. By majority of the membership the negotiated contract was approved.

Respectfully,

Floyd R. Lovato

Floyd Lovato
AFSCME Local 2851, President,

Sam Chavez
AFSCME Council 18
Cell 604-6446

Cc: Pam Marrujo

AFSCME

American Federation of State, County and Municipal Employees

"Working together to make it better!"

AFSCME LOCAL 2851
and
The City of Las Vegas

September 9, 2015 through June 30, 2017

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ARTICLE 1. PREAMBLE

A. The general purpose of this agreement is to provide for orderly and constructive employee relations in the public interest, in the interest of all employees herein covered, and in the interest of the City; to maintain harmony, cooperation and understanding between the Employer and the employees in the Bargaining Unit; to afford protection of the rights and privileges of Bargaining Unit employees and the Employer; and to ensure the continued delivery of services to the citizens of Las Vegas.

B. The City, the Union, and its members agree that a sincere effort will be made to administer and abide by this agreement in accordance with the negotiated intent terms and provisions for the purpose of maintaining sound labor management relations and consistency with the union's status as exclusive bargaining representative of all employees in the bargaining unit.

ARTICLE 2. RECOGNITION

A. This Agreement (hereinafter referred to as the "Agreement") has been made and entered into by and between the City of Las Vegas, a municipal corporation (hereinafter referred to as the "Employer" or the "City") and Local 2851 of the American Federation of State, County and Municipal Employees, Council 18. AFL-CIO, representative of the City of Las Vegas' Blue and White Collar employees, (hereinafter referred to as the "Union").

B. Chapter 48. Labor Management Relation of the city of Las Vegas' Code was enacted "to guarantee employees the right to organize and bargain collectively with their employer, to protect the rights of the employer and to promote harmonious and cooperative relationships between the employer and the employees; and to acknowledge the rights of citizens to the orderly and uninterrupted delivery of services."

C. This Union is recognized as the exclusive representative of for all regular full time city employees regarding all matters pertaining to wages, hours, working conditions, and conditions of employment in the classifications identified in Appendix A and Appendix B of this Agreement.

D. The appropriate bargaining unit shall not include probationary, supervisory, managerial, or confidential employees.

ARTICLE 3. PRIVATIZATION AND CONTRACTING OUT

A. The City agrees that prior to privatizing or contracting out bargaining unit positions, the Union will be allowed to submit input in writing no later than ten (10) working days after the notice from the City. Such written notice shall be presented to the City Manager with a copy delivered to the Human Resources Department. A written response shall be given to the Union no later than ten (10) working days after the receipt.

B. The City agrees that it will formally inform the Union of any applications which will result in the loss of full time equivalents or bargaining unit positions upon receiving concrete information of such application(s).

ARTICLE 4. UNION DUES AND FAIRSHARE DEDUCTIONS

Section 1. Fair Share

A. While the parties acknowledge that it is the right of each bargaining unit employee to either participate and voluntarily pay membership dues to the exclusive representative or opt out of any and all Union activities, it is also acknowledged that any advance to a bargaining unit employee's wages, benefits and working conditions obtained through the negotiation of this contract has been obtained through the collective bargaining process permitted by law. It is also acknowledged that both parties expend their own funds to implement this collective bargaining process.

B. After this Agreement has been ratified by vote of the union members and the Governing Body, the employer agrees to deduct an amount equal to 75% of the membership dues rate, pursuant to Section 2, below, for a fair share payment from non dues-paying bargaining unit employees.

Section 2. Payroll Deduction

A. The Employer shall make employee payroll deductions each pay period for:
   1. Union membership dues; and
   2. Fair share payments

B. All money deducted from wages under this Article shall be remitted to the Union via the Secretary-Treasurer promptly after the pay day covering the pay period deduction.

C. Payroll deduction authorizations for Union membership dues in the possession of the Employer on the effective date of this Agreement will be honored. The Employer will honor individual payroll deduction authorization forms received after the effective date of the Agreement. Fair share payments require no authorization forms, but rather notification by the Union to the non-dues paying bargaining unit employees of the amount and reason for such payment. The Employer will begin the deduction promptly but in no event, later than one pay period after receipt of the payroll deduction authorization form from the employee or Union.

D. The duty of the Employer to honor payroll deduction authorizations shall continue until the expiration of this Agreement or until otherwise approved by the Union and notification in writing has been given to the employer by a duly authorized officer.

Section 3. Dues Termination and Reimbursement

A. Dues deductions may be terminated at the written request of the employee to the Employer and the Union. The revocation form shall be submitted only between November 1, and November 30, of each year to the Personnel Department and the Union for processing.

B. The Employer shall immediately terminate dues deductions when an employee is transferred out of the bargaining unit or is separated from the City. In the event that dues/fair share deductions are to be terminated the Employer shall notify the Union in writing the pay period the termination is effective. Notification shall include the names of the employees whose deductions are being terminated, whether they are dues members or fair share and the reason for termination.

C. If in the event a reimbursement is owed to an employee due to a transfer out of the bargaining unit, the employee shall inform the Secretary-Treasurer, in writing, no later than thirty (30) calendar days after the effective date of the transfer, and provide support documentation indicating the pay periods, amount, and reason for the reimbursement.

Section 4. Dues/Fair Share Amounts

A. In accordance with the AFSCME Constitution, per capita tax payments increase every year; therefore dues and fair share deductions are increased accordingly. Beginning the last pay period in December of each calendar year for the duration of this Agreement, the dues/fair share deductions shall increase by an amount to be set forth in writing by the Union to the Employer from a duly authorized officer.

B. The increase(s) shall take effect the last pay period in December for the following year.

C. If an employee has insufficient earnings for the pay period, no payroll deductions will be made for that employee for that pay period.

D. The Union shall indemnify and hold the Employer harmless for any employee claims involving deductions under this article.

E. Should the City request a copy of the audit in order to meet its obligation in affirming that the fair share deduction is appropriate, the Union, if required by law, shall provide a copy of the audit to the City Manager.

ARTICLE 5. UNION RIGHTS

A. The Union has the right to elect and/or appoint its Union staff, officials, and stewards.

B. The Union officials and stewards may engage in activities and conduct business regarding the negotiations and administration of this Agreement. Such activities will not interfere with the employee's work and shall not be performed during employee's work time except in such circumstances to permit the employee to contact a Union steward or official, time not to exceed five (5) minutes. Union officers/stewards shall be allowed reasonable access and time at the worksites to update bargaining unit employees on Union issues.

C. The employer will provide the space, and the Union will provide the bulletin board to be used for Union official business and notices. The bulletin board shall not be used to criticize the Union, its officers, members, elected city officials, management, or other city employees.

D. City facilities commonly used by other civic organizations will also be available for Union activities subject to the same conditions as the civic organizations.

E. City bargaining unit employees may be granted vacation or leave without pay for union business, with five (5) days prior notice, subject to staffing requirements.

F. The City Manager shall budget 120 hours of Labor Management Relation Administrative Leave and the employer shall allow the Union President or Vice President and the Chief steward who are employees (hereinafter referred to as "Employee Officials") to attend meetings on paid status. Meetings agreed to by both parties.

G. The Union President or the Vice President may request approval for the use of Labor-Management Relations Administrative Leave to attempt to resolve a labor management relations issue (potential grievance) that is of mutual concern to the Union and the City Manager. This leave shall be made on the City's regular leave form and is subject to the approval of the City Manager.

ARTICLE 6. MANAGEMENT RIGHTS

The Employer's rights shall include, but are not limited to the following:

A. To direct and supervise all operations, functions, and the work of the employees;
B. To hire, layoff, promote, demote, assign, reassign, transfer, discipline, and discharge employees;
C. To determine what, by whom, and when services will be rendered to the citizens;
D. To determine staffing requirements, to create or abolish positions, or to eliminate or reorganize work units;
E. To determine the need for the qualifications of new employees, to determine the qualifications for positions, and to determine qualifications of employees to be considered for transfer or promotion;
F. To take action as necessary to carry out the mission of the Employer in emergencies; and
G. The employer retains all rights not specifically limited by this Collective Bargaining Agreement.

ARTICLE 7. NON-DISCRIMINATION AND SEXUAL HARASSMENT

The parties agree that they will not practice nor tolerate discrimination because of race, color, religion, sex, ancestry, national origin, age, disability, marital status, union or non-union affiliation, union activity, or political affiliation. Sexual harassment will also not be tolerated by the parties.

ARTICLE 8. SENIORITY

A. City Seniority
City Seniority for the purpose of this agreement is defined as length of continuous service from the last date of hire with the City of Las Vegas. Continuous service shall not be considered to have been interrupted by periods of approved leave without pay or an approved leave of absence.

B. Department Seniority

Department Seniority is the length of continuous service an employee has in their current department. Department Seniority is broken by voluntary assignment to another department.

C. Classification Seniority
Classification Seniority is defined as the length of continuous service employees have in their current classification. Classification Seniority begins as of the date of employment in the current classification. Voluntary reassignment, voluntary transfer, voluntary promotion, resignation or termination breaks Classification Seniority.

D. It is recognized by the parties that seniority will be applied, as required by law, for returning from military leave.

ARTICLE 9. DISCIPLINARY ACTION

A. Counseling sessions conducted by supervisors are primarily for the purpose of correcting performance or behavior that is below acceptable standards. Counseling discussions are not part of the disciplinary process as defined in C. below and such counseling will not be documented in the employee's official Human Resources file unless it becomes part of an official disciplinary action taken by management. The supervisor may retain a dated record outlining a summary of such meeting.

B. Disciplinary action will be based on just cause. The degree of discipline will be based on the frequency and severity of the infraction, with the exception of any safety related incidents that may cause serious injury/death to self or others.

C. Employer may impose any disciplinary action or issue a notice of contemplated action no later than forty-five (45) days after it acquires knowledge of the employee's misconduct for which the disciplinary action is imposed, unless facts and circumstances exist which require a longer period of time.

D. Types of discipline:

a. Written Warning, Removal from the personnel file One (1) year after an employee has received the Written Warning.
b. Letter of Reprimand
c. Suspension from work without pay
d. Demotions
e. Dismissal/Discharge for cause

E. Progressive Discipline may be used when management believes such method is appropriate. This shall in no way prevent the employer from taking severe disciplinary action including dismissal/discharge on the first offense.

F. An employee against whom disciplinary action is contemplated (under Section C subsections ~~b-d~~ c-e as stated above) will be provided with written charges and afforded the opportunity to respond to the charges prior to the implementation of any disciplinary action by management. Written charges will be presented to the

employee once management believes it has sufficient information to proceed with charges against the employee.

G. Disciplinary action as defined in C. subsections c-e above may be appealed by the affected employee through the grievance and appeal process as provided in the Agreement under Article 10.

H. If the appeal of the disciplinary action is not satisfactorily resolved at the City Manager level, it may be submitted to final and binding arbitration as per Article 10 of this agreement.

I. If no appeal is requested, the disciplinary action shall be final subject to review by the Human Resource Director/Officer and is subject to the approval and signature of the City Manager.

ARTICLE 9-I. COMPLIANCE WITH LAWS

Written personnel policies and procedures shall be fairly and equitable applied to all employees. Accommodations made to persons determined by the Employer to be qualified individuals with a disability shall not serve as precedent for other employees. With the exception of personnel policies and procedures dealing with compliance with the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Age Discrimination and Employment Act (ADEA), the Family and Medical Leave At (FMLA), the Equal Pay Act (EPA), and all other applicable federal and state equal employment opportunity laws and regulations, alleged violations of this article may be grieved in accordance with the Grievance Procedure.

ARTICLE 10. GRIEVANCE, APPEAL, AND ARBITRATION PROCEDURE

A. Grievance is defined as a written formal complaint alleging a violation, misapplication, or misinterpretation of any of the provisions of this Agreement or City Personnel Rules and Regulations. Appeal of disciplinary actions as defined in Article 9.B. shall also be accomplished through this process.

B. Grievances/appeals shall be filed by the individual employees or by the exclusive representative on behalf of an individual employee or a group of employees. The grievance/appeal shall be signed by the aggrieved employee or employees.

C. An individual employee may present a grievance/appeal under the provisions of this Article without the intervention of the Union and have the grievance/appeal adjusted as long as (1) the adjustment is consistent with the terms of this Agreement, and (2) the employee is responsible for all expenses incurred at any hearing or meeting on a grievance/appeal brought by the individual employee. The Union shall be afforded the opportunity to be present and make its views known. In a situation where the employee has elected not to use the Union's services, and is requesting arbitration the employer and the employee shall deposit $3000.00 each in an escrow account for the payment of arbitration.

D. The written grievance/appeal shall include:
   a. The employee/grievant's name, job, title, department;
   b. The representative/steward's name, address and telephone number;

c. The Article(s) of this Agreement or section of the Personnel Rules and Regulations alleged to have been violated;

d. The date the incident or violation occurred;

e. The Management employee, if any, against whom the action is filed;

f. A description of the alleged violation providing more than just the Article or Section identification.

g. If the phrase "to be made whole" is used in the relief requested, the grievant shall specify what specific relief is desired. The relief requested shall include a specific statement describing the grievant's settlement request; and

h. The signature and date of the grievant and the Union representative.

E. The original written grievance/appeal shall be presented to the employee's Department Head with a copy provided to Human Resources within ten (10) working days of the date the employee knew or reasonably should have known of the issue that generated the grievance/appeal. If the grievance/appeal is not resolved within ten (10) working days of the date of the grievance/appeal was filed with the department head, the grievance/appeal may be advanced to the City Manager.

F. If the issue is not resolved at the Department Head level, the grievance/appeal may be advanced to the City Manager by presenting the written grievance/appeal to the City Manager within fifteen (15) working days of the filing with the Department Head. This means within fifteen (15) working days of the initial filing of the grievance/appeal with the Department Head. The parties will mutually agree on a date, time, and place to meet and attempt to resolve the grievance/appeal. If the issue is not resolved within ten (10) working days of the filing with the City Manager, the grievance/appeal may be advanced to arbitration.

G. The grievance/appeal is advanced to arbitration by presenting such written notice to the City Manager within fifteen (15) working days of the initial filing at the City Manager level.

H. Within ten (10) working days of the filing of the written notice of advancement to arbitration, a request for an unrestricted list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) shall be submitted by the parties. The request for this list of arbitrators shall be signed by both parties.

I. Within ten (10) working days of receipt of the arbitrator list, the parties shall meet to select an arbitrator.

J. The selection of the arbitrator shall be accomplished by the parties alternating striking of names until only one name remains. The remaining name shall be the arbitrator. Who strikes the first name is determined by the flip of a coin.

K. The Arbitrator shall render a final and binding decision. This decision of the arbitrator is subject to judicial review in accordance with the New Mexico Uniform Arbitration Act. The parties shall share the cost of the arbitrator equally.

L. The Arbitrator's duties, responsibilities, and limitations are governed by the City's Labor Management Relations Ordinance.

M. This is the only internal grievance and appeal process available to bargaining unit employees.

N. Working day is defined as days that the administrative offices of the City are open for business. Any deadline that falls on a day that the administrative offices of the City are not open for regular business shall extend into the next day that the City Administrative Offices are open for business.

ARTICLE 11. CALL-IN COMPENSATION

When an employee is called in and required to work for an emergency prior to the beginning of the employee's normal work day, or is called back after the conclusion of the employee's normal work day, the employee will be guaranteed the greater of:

Two (2) hours straight time rate on scheduled work days, and three (3) hours straight time rate on non-scheduled work days

Or

Time and one-half (1 ½) for the actual time worked if such hours exceed forty (40) hours actually worked for the week.

Scheduled work day shall mean a day the employee is normally scheduled to work beginning at 12:01 AM through midnight.

Additional calls that occur during the minimum two (2) hours compensated time are included in the two (2) hours paid. Reasonable travel time to and from the employee's home shall be considered time worked. Time will begin when the employee receives the assignment and must leave for the assignment within fifteen (15) minutes of being called.

Management acknowledges that it is their responsibility to ensure that call-in compensation is not abused by the employee. Any abuse will be subject to disciplinary action up to and including termination.

ARTICLE 12. ON-CALL ASSIGNMENTS

Employees assigned to On-Call status for a period of seven (7) consecutive days will be paid six (6) hours at straight time for the on-call assignment. These hours will not be used for computing overtime compensation. Such employees must be ready and available ~~and ready~~ to respond to deliver City services during the non-duty On-Call assignment. ~~This is not time worked and will not be counted as time worked for the purpose of computing overtime compensation.~~ Failure to respond will result in loss of on-call pay.

The employee who is On-Call shall be dispatched by either emergency personnel or contact personnel.

ARTICLE 13. REST PERIOD

A. AFSCME employees shall not be required to work in excess of sixteen (16) consecutive hours.

B. If an employee is required to work sixteen (16) consecutive hours, he/she is guaranteed an eight (8) hour unpaid rest period.

C. If the employee feels that he/she cannot report to work on a designated Emergency and safely perform his/her duties, they shall not be penalized.

D. If the employee reports to work and the supervisor or manager deems them unfit to safely perform his/her duties at any time, then said supervisor or manager has the discretion to send them home.

E. If an employee is called out to work a designated emergency after scheduled work hours or on holidays, work shall be paid at time and one half the normal rate of pay, even if the employee works less than forty (40) hours that week.

F. Should the employee wish to forgo the eight (8) hour unpaid rest period, the employee may use his/hers vacation or sick leave.

ARTICLE 14. LABOR MANAGEMENT MEETINGS

A. The parties will establish a labor management committee. The Committee will meet on an as needed basis, or at least once quarterly to discuss issues of mutual concern that relate to the administration of this agreement. The Union and the Employer will each appoint two individuals to this committee. The individuals will be identified to the other party in writing for each meeting. The date, time and place of such meeting shall be by mutual agreement of the parties.

B. This committee has no authority to negotiate any changes to this Agreement.

ARTICLE 15. SAFETY

Safety is an integral part of the responsibilities of all employees. The employer will continue to provide healthful and safe working conditions. Employees shall comply with such rules, regulations, and practices as may be prescribed for the conduct of employees in order to provide a safe work environment, in acknowledgment with the City's Safety and Health Policy.* The employee shall notify his/her immediate supervisor of any unsafe or hazardous working conditions. The Employer will take appropriate action to correct unsafe or hazardous working conditions as required by law. The parties will meet to discuss health and safety issues of mutual concern. The time and place for the meetings will be set by mutual agreement of the parties. The Employer, through the Safety Office, will provide safety training on an as needed basis.

*Nothing in the City's Safety and Health Policy shall supersede any provisions and protections afforded to the membership of AFSCME Local 2851 in this agreement.

ARTICLE 16. SAFETY AIDS

The City shall provide Safety Aids needed by employees in the performance of any and all job related duties that would occur on his tour of duty. This may include items such as: hard hats, gloves, earplugs, safety glasses, and safety vests.

Rain gear will be provided for employees whose duties are such that they will incur the outdoor elements. Each department director will determine the type of rain gear needed for their individual department needs, which will be no less than a rain poncho.

A five (5) gallon water container with cold water will be provided to all crews working away from the City facilities.

ARTICLE 17. PERSONNEL RECORDS

A. The employees' Official Personnel files will be maintained in the Human Resources Office. Employees, or their designee by written authorization, may review the employees' files by appointment during the regular business hours of the Human Resources Office. Such review shall not interfere with the employees' work time and shall be done on the employees' own time.

B. Employees may obtain copies of material in their personnel file. A fee of $0.10 per copy up to twenty (20) pages will be charged. Copies beyond twenty (20) pages will be provided at $0.25 per page.

C. Employees may submit a rebuttal to any material that is placed in the employee's personnel file. Such rebuttal must be submitted within thirty (30) calendar days of the effective date of the material in question.

D. Employees may request in writing that letters of commendation or certificates of completion of training be placed in their file. The Human Resources Officer shall determine of such material is appropriate for placement in the employee's file.

E. The Human Resource Personnel file is the official employment history of the employee and shall not be purged except by order of an arbitrator or judge of competent jurisdiction.

ARTICLE 18. VACANCIES

A. A vacancy is a vacant budgeted bargaining unit position that the City decides to fill. Such vacancies will be posted within the City organization for a period of five (5) working days. The posting shall contain the title of the position, the qualifications required, and the deadline for individuals to apply. Qualified in-house applicants will be considered before applicants from outside the City organization. All things being equal the in-house applicant will be given preference.

B. Promotions: Employees shall be considered for promotions on the basis of qualifications, performance, and attendance. All things being equal Department Seniority and then City Seniority shall be given preference.

C. Employees applying for a transfer will be considered for a transfer in the same manner as employees applying for promotion.

D. An employee shall not be subject to a probationary period except upon original appointment with the City of Las Vegas.

ARTICLE 19. LEAVES

A. Vacation Leave

Vacation Leave is accrued at the following rates:

1. | | |
|---|---|
| 0 months – 5 years | 8 hours per month |
| 5 years – 15 years | 10 hours per month |
| 15 years or more | 12 hours per month |

B. Upon the death of an employee, from natural or accidental causes, 100% of the employee's accrued annual leave shall be converted to a cash payment to be paid to the employee's beneficiary.

C. Sick Leave:

1. Sick leave will be accrued at the rate of eight (8) hours per month.
2. Holidays which occur during sick leave will not be charged to sick leave.
3. Family Medical Leave. Family medical leave will be handled in accordance with Family Medical Leave Act (FMLA).

D. Sick Leave Incentive:

1. Full time employees who use four (4) hours of sick leave or less from January 1, through June 30, will receive eight (8) hours of administrative leave to be used within thirty (30) days.
2. Full-time employees who use four (4) hours of sick leave or less for the period of July 1, through December 31, will receive eight (8) hours administrative leave to be used within thirty (30) days.

E. Bereavement Leave. Emergency annual leave or leave without pay may be granted to an employee to attend the funeral of a relative not included in the "immediate family" group.

1. Employees will be allowed three (3) work days of bereavement leave, in the event of a death in the employee's immediate family for each instance where an employee meets the requirements as outlined in this section. Such leave shall be charged to administrative leave.
2. Additional leave may be granted at the request of the employee. This additional leave shall be charged to sick leave. If the employee does not have any available sick leave, the additional leave shall be charged to annual leave.
3. Immediate family is defined as parent, legal guardian, grandparent, spouse, father in-law, mother in-law, children (to include step-children), sister, brother, or grandchild of the employee.

ARTICLE 20. HOLIDAYS

A. The City Council shall schedule ninety-two hours of holiday leave per year to be designated annually by administrative regulation.

B. Each employee shall be granted eight (8) hours per year (personal holiday) to be used as personal leave for any reason. The entire eight (8) hours must be used at one time. Personal leave must be used before the last payroll ending in December of each year. If not used during the calendar year, said leave will not be carried into the next calendar year and will be forfeited. Personal leave applies only to regular status employees who have completed their probationary period. Such time shall be scheduled subject to the agreement of the employee and his/her supervisor.

ARTICLE 21. LEAVE WITHOUT PAY

A. All requests for leave without pay require approval from the department head or his/her designee, and any request for leave without pay for two (2) or more weeks requires approval from the City Manager.

B. Local Union officers and stewards may be allowed sufficient time off without pay for legitimate Union business such as Union membership meetings, Union conventions, conferences, seminars, and workshops. Upon approval, the employees shall have the option of utilizing any accumulated vacation in lieu of taking such leave without pay. Such approval shall not be unreasonably withheld nor shall it be unreasonable for management to deny such approval, if management is of the opinion that production or staffing requirements are affected by the employee's absence.

C. Time taken off as leave without pay, in conjunction with paragraph (B), of this section shall be counted as continuous service for calculating seniority.

D. AFSCME Local 2851 officers may use up to 160 hours of combined leave without pay per year as needed to administer, educate, and facilitate the needs and responsibilities of the membership. This leave is subject to the staffing requirements of the City.

ARTICLE 22. FURLOUGH, LAYOFF, AND RECALL

A. Upon determination by the Employer that a layoff or furlough of bargaining unit employees is deemed necessary, the Employer shall prepare and submit to the Union a written plan justifying the need for a layoff or furlough.

B. Prior to any layoff or furlough, the City Manager will meet and confer with the Union to determine if any other cost-cutting measures can be initiated to avoid the layoff or furlough.

C. Within seven (7) working days of receipt of a furlough plan, the Union shall develop a list of bargaining unit employees who will voluntarily participate.

D. Notice: If a layoff or furlough is to be implemented, affected employees shall receive two (2) weeks' written notice.

E. Wages and Benefits: Upon layoff, laid off employees shall have paid in full all due wages, all accrued annual leave and compensatory time.

F. Employees will be laid off in reverse order of seniority, based on total years of continuous service with the City of Las Vegas. Employees who accept a lower

paying classification as a result of a reduction in work force, will have recall rights to the previous classification held prior to the reduction in work force.

G. Laid off employees have priority over employees applying for a promotion on vacancies within the job classification from which they were laid off.

H. Employees on layoff status will be given notice of recall according to the following procedure. The City will advise the employee to be recalled by certified or registered mail. Failure on the part of the employee to provide and maintain the correct mailing address will result in the forfeiture of recall rights.

I. An employee, upon receiving notice of recall will, within five (5) days acknowledge receipt by certified or registered mail or personal service to the Human Resource office advising the City of the date he/she will be available for service. Available date will not be later than fifteen (15) days from the date the employee receives the recall notice. Any employee who fails to meet the deadline identified forfeits all recall rights. An employee shall have twelve (12) months of recall rights from the date of layoff. The Employer has no further obligation to the employee(s) for recall rights following the twelve (12) months of layoff.

ARTICLE 23. SCHEDULING WORK AND LUNCH BREAKS

A. When the Employer is implementing a long-term change (a change of thirty (30) days or more) in work schedule such change(s) will be posted at the appropriate worksite(s) at least five (5) days prior to the effective date of the change.

B. The City shall allow two (2) fifteen (15) minute breaks per eight (8) hour shift, which shall be taken on paid time. Break time shall be scheduled by management. Breaks must be taken at designated break areas, or within one hundred (100) yards of the worksite for employees working away from City facilities.

C. The Employer shall give each employee a lunch break of at least thirty (30) minutes, not to exceed an hour, on non-pay status. Lunch breaks will be scheduled by the immediate supervisor.

ARTICLE 24. OVERTIME/COMPENSATORY TIME

A. Overtime: The Employer shall compensate bargaining unit employees at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay for hours worked in excess of their normal work week or forty (40) hours (hereinafter referred to as "overtime pay".)

B. Overtime Scheduling: Each department shall maintain and post a class seniority list. Employees shall be offered overtime work on a rotational basis from that list, the first employee on the list being offered the overtime first. If an employee declines the overtime, the next employee on the list will be offered the overtime, etc., until all the employees on the list have been offered the opportunity to work overtime. If all employees decline overtime work the Employer shall assign overtime on a rotational basis in reverse order of the class seniority list.

C. Compensatory Time: At the employee's written request, and the Employer's approval, an employee may accrue up to forty (40) hours of compensatory time off (hereinafter referred to as "comp time"), at the rate of one and one-half (1 ½)

hours for each hour of time worked. This is in lieu of overtime pay. The date the comp time may be used is to be agreed upon by the supervisor and the employee.

ARTICLE 25. TRAINING AND EDUCATION

A. Conditions for Full City Payment. Training directed and/or required by the City, shall be paid by the City in full and in accordance with State and City travel policies, as defined by administrative regulations.

B. Conditions for Reimbursement for Job-Related Training. Employees may request City reimbursement toward any training that is not required by the City but is job related. The Department Director may authorize City reimbursement for such training based on how it relates to the employee's job, the availability of funds for the reimbursement, and provided the training does not interfere with the employee's job performance. Reimbursement funds must be requested prior to participating in the training.

C. Amount of City Reimbursement. If the Department Director authorizes reimbursement, the City shall pay up to 75% of the cost of the training, based upon adequate documentation provided the employee shows satisfactory completion of said training.

D. Employee Obligation. As a condition of receiving reimbursement from the City the employee must:

1. Provide documentation to the Department Director indicating the training has been completed with a passing grade of C or better.
2. Employee(s) shall sign an agreement that if he/she should relinquish his/her position with the City for any reason within one (1) year of the completion of the training, the City's contribution toward said training for the past year will be deducted from the employee's final paycheck.

ARTICLE 26. CITYWIDE SAFETY REVIEW COMMITTEE

A. The purpose of the Safety Committee is to review safety policies and recommend modifications as necessary to the City Manager. The Committee shall meet bi-annually or as required by management and/or at the request of the union representatives.

B. In acknowledgment with the City's Safety and Health Policy*, the Safety Committee shall include two bargaining union members.

C. The AFSCME President shall make his/her appointments of the two bargaining members to the Safety Committee.

D. Union members may attend safety meetings on paid status.

*Nothing in the City's Safety and Health Policy shall supersede any provisions and protections afforded to the membership of AFSCME Local 2851in this agreement.

ARTICLE 27. EMPLOYEE PARKING

The Employer will continue to provide employee parking.

ARTICLE 28. MILEAGE AND PER DIEM

Employees required by management to travel out of town to conduct city business will be paid mileage and per diem as required by law. All per diem must be paid to the employees within two (2) weeks of a written request for these funds.

ARTICLE 29. DWI/DUI - DRUG AND ALCOHOL ISSUES

A. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol shall immediately report the incident to his/her Department Director. If the citation is issued on a non-working day, then the incident shall be reported to his/her Department Director on the first workday after the issuance of the citation.

B. Any employee whose duties and job description require that he/she operate any motorized city-owned vehicle, and who is arrested/cited for Driving While Under the Influence of drugs or alcohol while off-duty, and who does not obtain a limited driver's license pursuant to Section 66-5-35, NMSA 1978 as amended, shall be disciplined as follows:

1. The employee shall be placed on leave without pay on grounds that he/she cannot perform his/her duties as required by the employee's job description until the employee's driver's license has been restored. Restoration of the driver's license must occur within six (6) months from the effective date of the revocation or suspension. Any employee placed on leave without pay pursuant to this section will not receive any City benefits during such absence. Should the employee not have his/her driving privileges restored within six (6) months, the employee shall have provided just cause for termination.
2. If the employee receives a subsequent DWI/DUI citation at any time during employment with the City, the employee shall have provided just cause for termination from employment with the City of Las Vegas.

C. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol, while operating a City-owned motor vehicle, shall not operate a City vehicle. That employee shall have provided just cause for termination.

D. Any employee who is arrested/cited for Driving While Under the Influence of drugs or alcohol, while operating a personal motor vehicle while on City time (during the employee's work day), the employee shall have provided just cause for termination. An employee shall be deemed to be on "City time" even while away from regular work hours if he/she is on "on-call" status.

ARTICLE 30. CLASSIFICATION

A. Consistent with the rights, responsibilities, and obligations of management, the employer will continue to prepare and maintain a Classification Plan which provides for groupings of positions within the City structure. Such classifications are based on the duties, scope of responsibilities, and qualifications.

B. Employees will be provided a copy of any changes that are made to their job description. Nothing shall prevent the employee or the Union from bringing issues related to the employees' job description to the attention of management.

C. Employees will not be required to perform duties that are not related to the employee's assigned classification as a regular assignment. Employees may be required to perform job related duties as necessary or assigned by their supervisor. Qualified employees assigned by their supervisor to perform duties for a higher classification will be paid within the pay range of the higher classification.

ARTICLE 31. STATE CERTIFICATION

A. The City will continue the current practice and policy of paying for annual certification and examination fees.

B. Employees required to maintain a state certification as a condition of continued employment will receive mileage and per diem in accordance with the state law when required to travel out of town to take the required training and/or exams.

C. Should the employee elect to participate in such training and/or examination again within a calendar year the employee shall assume all costs incurred as a result of a second training and/or examination.

ARTICLE 32. RESIGNATION

An employee wishing to resign employment with the City of Las Vegas in good standing shall submit his/her resignation fourteen (14) calendar days prior to the effective date of the resignation. Once a resignation is submitted, an employee may withdraw his/her resignation by submitting a written request within forty-eight (48) hours. Upon mutual agreement of the parties, the forty-eight (48) hours standard may be waived.

ARTICLE 33. NEGOTIATING PROCEDURE

Negotiations and impasse resolution will be conducted in accordance with Chapter 48. Labor Management Relations of the City of Las Vegas Code.

ARTICLE 34. NEW EMPLOYEE ORIENTATION

The employer shall provide to the union a list of all AFSCME eligible employees prior to the compensation of the employee's six month probation.

The notification will be sent via email to the union President or his/her designee.

The Union may then schedule a time to meet with the union eligible employee.

ARTICLE 35. BENEFITS

A. Medical: The City will pay 75% of the premium for those employees who choose to participate and the employee will pay 25% of the premium.
B. Life Insurance: The City will continue to provide the current coverage.
C. The City will continue to pay its share of the medical insurance premium as required by the Family Medical Leave Act as it relates to employees on approved leave.

ARTICLE 36. INCREMENT PAY/LONGEVITY

The longevity increment pay shall continue for the duration of this agreement. Longevity increment pay will be paid at $0.07 increase to the employee's regular hourly rate of pay on the employee's anniversary date.

ARTICLE 37. COMPENSATION

Effective the first full pay period after ~~July 1, 2015~~ July 1, 2016, or following ratification and signature of the Agreement or resolution of impasse, whichever is later. All bargaining unit employees will receive a ~~fifty cent ($.50)~~ thirty-five cent ($.35) increase to the employee's regular hourly rate of pay. ~~In addition, all bargaining unit employees who complete sixteen (16) hours of City-required safety training by June 1, 2016 will receive a one-time payment of $75.00 during the month of June 2016.~~

ARTICLE 38. CLOTHING ALLOWANCE/REPLACEMENT

~~For the period of this agreement, the clothing allowance shall be administered in accordance with Administrative Regulation A-96-138, (The employer will provide five (5) pants, five (5) duty shirts, five (5) unembroidered plain t-shirts to be used as undershirts, one (1) coverall summer or winter, one (1) jacket and appropriate footwear will be also required. If in the line of duty a uniform(s) is/are damaged, the employer shall replace it), except that clothing maintenance will remain at $400.00 per year and shall be paid directly to the employee. Uniforms shall include one pair of winter coveralls. The parties through Memorandum of Understanding (MOU) may modify the conditions addressed in this Article.~~

For the period of this agreement, the clothing replacement shall be administered in accordance with Administrative Regulations. The employer will provide five (5) pants, five (5) duty shirts, one (1) pair of steel "safety" toe boots and one (1) winter or summer jacket every two (2) years.

The employer will provide one (1) winter or summer coverall as required by the employee's job at the discretion of the director every two (2) years.

If the employee can demonstrate to the satisfaction of the director that a uniform(s) is/are damaged in the line of duty, the employer shall replace it. A clothing allowance of $150.00 will be paid in the off year for the purpose of replacing damaged and/or worn uniforms.

It will be mandatory for all regular status employees issued a working uniform to wear the complete uniform during working hours with the exception of the jacket and maintain a professional appearance.

ARTICLE 39. WHOLE AGREEMENT

A. The parties acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and not removed by law, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

B. For the life of this Agreement, each party waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement. However, the matters within this Agreement may be amended during the tern of this Agreement by mutual written agreement or Memorandum of Understanding (MOU).

ARTICLE 40. GENERAL SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be declared invalid by the Labor Management Relations Board and/or any court of competent jurisdiction, the validity of the remaining portions shall not be affected and shall remain in full force.

Should this occur, either party, within ten (10) days may request in writing, to meet to negotiate a suitable provision to replace the provision held invalid.

ARTICLE 41. TERM OF THE AGREEMENT

This Agreement shall become effective upon ratification and signature of this Agreement, July 1, 2015, or upon resolution of impasse, whichever occurs later. This Agreement will remain in full force and effect through June 30, 2017. Either party may request the reopening of negotiations. Reopening of negotiations will include Article 37, Compensation, and one (1) other article identified by each party by submitting written notice to the other party no later than March 1, 2016. By mutual agreement, both parties agreed to address Article 37-Compensation and three (3) other articles. Either party may request to negotiate a successor collective bargaining agreement by submitting written notice to the other party no later than March 1, 2017.

Each party will be provided an electronic copy of the Contact in "Word" format.

ARTICLE 42. AUTHORIZED SIGNATURES AND ATTEST

IN WITNESS WHEREOF, the parties have executed the amendments to this Agreement on this ____ day of _____, 2016.

_____ _____
Tonita Gurulé-Girón, Mayor Date

_____ _____
Richard Trujillo, City Manager Date

_____ _____
Floyd Lovato, AFSCME Local 2851 President Date

ATTEST:

_____ _____
Cassandra Fresquez, City Clerk Date

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/4/16 **DEPT: City Attorney** **MEETING DATE: 11/15/16**

ITEM/TOPIC: IAFF Local 2851approval of changes to collective bargaining agreement.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of International Association of Fire Fighters (IAFF) Local 4625 Agreement.

BACKGROUND/RATIONALE: The International Association of Fire Fighters (IAFF) Local 4625 has ratified and approved collective bargaining agreement between the City of Las Vegas and the Las Vegas NM Professional Fire fighters Association.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

International Association of Fire Fighters
IAFF Local 4625
P.O.Box 501 Las Vegas, NM 87701

Joseph J Garofalo	*Vacant*	*Brandon Evans*	*Adrian Perea*
President	Vice President	Secretary	Treasurer

11-08-2016

To: Mr. Richard Truijllo, City Manager
City Of Las Vegas
1700 North Grand Ave.
Las Vegas, NM 87701

From: Joseph J. Garofalo
IAFF Local 4625, President

As per the agreement between the City of Las Vegas and Local IAFF 4625 members, motion for ratification was passed and conducted on the 8th of November at 1500 hours between majority votes of the IAFF 4625 bargaining unit.

Approved by,

Joseph J. Garofalo, IAFF Local 4625 President

(505) 470-3638
joejoejaman@gmail.com

Brandon Evans, Secretary

(505) 947-6445

Cc. Pam Marrujo

IAFF

International Association of Fire Fighters

THE LAS VEGASNEW MEXICO PROFFESSIONAL

FIRE FIGHTERS ASSOCIATION

LOCAL 4625

IAFF LOCAL 4625
and
The City of Las Vegas

November 15, 2016 through June 30, 2018

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PREAMBLE

This Agreement is entered into by and between the City of Las Vegas, New Mexico, hereinafter referred to as the "Employer", and the Las Vegas New Mexico Firefighters Association, Local #4625, International Association of Fire Fighters, hereinafter referred to as the "Union". For the purposes of this Agreement, "employee" shall mean any City Fire Department employee covered by this Agreement pursuant to Article 1, herein.

The purpose of this agreement is to maintain harmonious relations between the Employer and the Union, to provide terms and conditions of employment for employees covered hereunder, and to provide a means of amicable and equitable resolution of any and all differences or grievances which may arise under the provisions of this Agreement, all of which the parties hereto believe and affirm will assure the welfare and benefit of the people of the City of Las Vegas.

ARTICLE 1 RECOGNITION

The employer recognizes the Union as the sole and exclusive representative in all matters concerning wages, hours and other terms and conditions of employment for all employees in the bargaining unit.

The bargaining unit is established per the City of Las Vegas Labor Management Relations Board in accordance with the Public Employee Bargaining Act NMSA Chapter 10 Article 7E.

ARTICLE 2 DISCRIMINATION

The parties to this Agreement agree not to discriminate against any employee because of race, color, religion, sex, national origin, marital status, membership in social and fraternal organizations, age, sexual orientations, disability, veteran status, or any other group protected by local, state or federal law. There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for lawful activity on behalf of, or membership in the Union.

ARTICLE 3 COMMUNICATION

A. In the interest of creating and maintaining positive, productive, open and honest, communication between labor and management, the parties agree to establish a process for the exchange of information.

B. Should the Employer determine that it is necessary to change, modify or replace existing departmental rules, regulations, policies or procedures affecting bargaining unit members, the Chief or their designee shall advise the Union President and provide them with a copy of the proposed changes. Within ten (10) business days, the Union President will advise the Fire Chief if the Union wishes to meet and discuss the proposed changes.

C. Formulation of a new Fire Chief's Directives, Department SOPs/SOGs, Job Specifications or other department rules and regulations shall be a mandatory topic of discussion of the City Safety Committee.

D. The Employer will provide each member of the bargaining unit a copy of the current Las Vegas Fire Department Handbook. Management will provide any changes or updates of material contained in the Fire Department Handbook to each employee. It is the responsibility of each employee to keep his or her own handbook up to date when provided with changes or updates.

ARTICLE 4 PAYROLL DUES DEDUCTIONS

Union Dues in the amount certified by the Union Treasurer will be deducted by the employer from the bargaining unit member's paycheck and deposited in to the bank account specified by the Union in writing. Initial payroll deductions will be stipulated in writing by each individual member. Any changes in dues deductions will be certified in writing by the Union Treasurer. A copy of the Union's By-Laws and signature cards from the members will be made available upon request.

ARTICLE 5 BULLETIN BOARDS

The Employer shall provide bulletin board space at each fire station where bargaining unit members are staffed for the exclusive use of the Union. The bargaining unit members will provide the board and agree to post only appropriate professional material on the bulletin board.

ARTICLE 6 MANAGEMENT RIGHTS

The Employer's rights shall include, but are not limited to the following:

A. To direct and supervise all operations, functions and the work of employees;

B. To determine the details of accomplishing shift staffing requirements, to create, abolish or eliminate or reorganize work units;

C. To determine the need for, and the qualifications of, new employees, and to determine the qualifications for employees considered for transfer and promotions;

D. To determine the nature and content of personnel examinations;

E. To hire, promote, assign, transfer, discipline, demote, suspend, discharge or terminate employees;

F. To take actions as may be necessary to carry out the mission of the employer in emergencies; and

G. The Employer retains the rights and responsibilities not specifically limited by this agreement or the Public Employees Bargaining Act.

ARTICLE 7 UNION RIGHTS

A. The Union has the right to elect and/or to appoint its own executive officers, stewards, and trustees.

B. Employees may be granted vacation leave or leave-without-pay for Union business, with five (5) days notice.

C. The Employer shall allow the Union President, other Union Officers, or union members designated by the President to attend, on paid status, meetings agreed to by both parties.

D. The Union President or their designee shall be afforded eight (8) hours Union paid administrative leave per week during normally scheduled work hours to meet with bargaining unit members and to conduct any activities he/she believes are in the best interest of administering this Agreement. The Union President or their designee shall request such leave on the appropriate leave form and shall provide at least five (5) days prior notice to their immediate supervisor. Union administrative leave cannot be accrued for future use.

E. The Fire Department training/meeting rooms will be made available with proper notice for Union monthly membership meetings, Executive Board meetings, and special meetings. Employees who are on-shift will be permitted to attend such meetings provided that departmental operations are not impacted. Such meetings will be scheduled at times that will not hinder normal operations. The person or persons on duty during such meetings will respond to all emergency calls immediately upon dispatch.

ARTICLE 8 JURY DUTY

The City's current policy on Jury Leave shall apply to all bargaining unit members

ARTICLE 9 VACATION LEAVE

Bargaining Unit employees will accrue vacation leave in accordance with City Policy.

ARTICLE 10 FAMILY AND MEDICAL LEAVE

The City's policy regarding Family and Medical Leave Act in accordance with Federal Law shall apply to bargaining unit members.

ARTICLE 11 LEAVE TO VOTE

A. Bargaining Unit employees will be granted leave to vote in accordance with State and Federal Law.

B. The Fire Chief shall schedule leave to vote and may require bargaining unit members to show proof of voter registration.

C. Employees released from work to vote shall proceed directly to their precinct polling station to vote, and shall return to their duty station immediately after casting the ballot.

ARTICLE 12 LEAVE FOR CITY BUSINESS

Leave with pay may be authorized for an employee to attend official meetings where the good of the City service is involved or to conduct City business at a location other than the employee's normal work station. Any use of City time by Union Officers or members for labor/management issues or purposes requires the prior approval of the Fire Chief (or his/her designee).

ARTICLE 13 SENIORITY

A. Seniority for the purpose of this contract shall be defined as length of continuous unbroken service within the fire department commencing upon the employee's date of hire. Continuous unbroken service shall not be considered to have been interrupted by periods of approved leave-without-pay or an approved temporary leave of absence.

B. Time-in-position seniority is defined as the length of continuous service an employee has in their current classification/job position. The employee's date of promotion begins as the date of employment in the current classification/job position. Voluntary reassignment, voluntary transfer, voluntary promotion or termination breaks time-in-position seniority.

C. Whenever two people have the same date of hire, then the tie will be broken by the use of lottery numbers, the lowest number becoming the most senior employee.

ARTICLE 14 INSURANCES

Bargaining unit employees will be eligible for the same insurance benefits as offered to other City employees at the current percentages applicable to premium payments. Those premiums currently are:

Health Insurance:	Employer pays 75% Employee pays 25%
Dental Insurance:	Employer pays 50% Employee pays 50%
Life and Disability Insurance:	Employer pays 75% Employee pays 25%
Vision Insurance:	Employer pays 50% Employee pays 50%

ARTICLE 15 LICENSURE

The City of Las Vegas will continue to offer refresher training, however, it shall remain the responsibility of bargaining unit employees to maintain EMT licensure in accordance with the position requirements and law at a level of EMT-B or higher. The City of Las Vegas shall pay for all assigned refreshers (one (1) per year) and may make available additional continuing education hours for re-licensure.

ARTICLE 16 UNIFORMS

A. Uniforms will be replaced as determined by the Fire Chief.

B. Bargaining unit employees shall be responsible for maintenance, upkeep, and appearance of their uniforms. Uniforms are subject to inspection by the Fire Chief.

ARTICLE 17 UNIFORM ALLOWANCE

Uniform allowance of $400.00 annually, paid in two installments of $200.00. Bargaining Unit employees will receive one payment of $200.00 in July and one payment of $200.00 in January of each fiscal year. Employees shall net $200.00 per payment. Uniform Allowance payments will be itemized on employees' pay checks.

ARTICLE18 PHYSICAL FITNESS

A. The fire fighting profession requires each member to maintain a high degree of physical fitness for the safety of the individual and the citizens they serve. It is agreed that fire

fighters will establish a maintenance or improvement path program for their personal fitness.

B. Fire fighters shall be allowed up to one and one-half (1 ½) hours per shift to maintain their physical conditioning at the City Recreation Center during the normal operating hours of the City Recreation Center. Fire fighters shall also be permitted to use the City Recreation Center during normal operating hours of the City Recreation Center on non-duty days at no cost to the employee. ~~Time includes travel time.~~ Allotted time to work out will begin once firefighters have left the station in route to the Recreation Center and will end when they have arrived back at their respective Station. The team will participate as a unit; which is defined as Station 1 or Station2. Each Station will not work out at the same time. All equipment related to physical fitness at the recreation center may be used; with the exception of free weights, while firefighters are on duty. Fire fighters participating in the physical fitness program agree that they will respond from the Recreation Center upon receiving calls in appropriate attire.

C. The City will commit to creating a Physical Fitness Policy to be run by a Fitness Technician.

ARTICLE 19 LABOR MANAGEMENT COMMITTEE

A. If during the term of this agreement the parties agree there is a need for a Labor Management Committee such a committee shall be formed as follows:

1. The committee shall meet at least once per quarter at mutually agreed upon times and places.
2. The Association and the Employer shall each appoint two members unless otherwise agreed.
3. The Committee shall be free to address any topic of mutual concerns to the parties.
4. It is understood and agreed that the outcome of the meetings shall not be considered as constituting a binding agreement of the parties unless specifically so stated in writing.
5. This committee is not empowered to negotiate or change the collective bargaining agreement.

B. The Fire Chief or his designee, and a President of the Association may meet as needed at mutually agreed upon times and places to discuss possible conflicts or problems that may arise and try to resolve them at the lowest possible level. By mutual agreement items may be referred to the Labor Management Relations Committee should such a committee be formed.

ARTICLE 20 CITY SAFETY COMMITTEE

A. The purpose of the Safety Committee is to review policies and recommend modifications as necessary to the City Manager. The committee shall meet bi-annually or as required by management.

B. In accordance with the City's Safety and Health Policy, the Safety Committee shall include two bargaining union members.

C. The IAFF President shall make his/her appointments of the two bargaining members for the Safety Committee.

D. Union members may attend safety meetings on paid status.

ARTICLE 21 DISCIPLINARY ACTION

A. Employees may be disciplined for just cause. A progressive discipline process shall be utilized, if appropriate. The level of discipline shall depend on the seriousness of the infraction, and the employee's previous work/discipline record. Based on the severity of the action, an employee may be subject to discipline up to and including termination.

B. Types of discipline
   a. Letter of Reprimand
   b. Suspension from work without pay
   c. Demotions
   d. Dismissal/Discharge for cause

C. An employee against whom disciplinary action is contemplated will be provided with written charges and afforded the opportunity to respond to the charges in writing within three (3) days of receipt of such notice. An employee may also request a pre-disciplinary meeting with the Chief or designee, within the three (3) day period, for any disciplinary action involving suspension, demotion, or termination. The pre-disciplinary meeting will provide the employee an opportunity to present information regarding the situation which gave rise to the contemplated disciplinary action. Following the pre-disciplinary meeting, the Chief or designee will inform the employee whether he will forward a recommendation of suspension, demotion, or termination to the City Manager. Written charges will be presented to the employee once management believes it has sufficient information to proceed with charges against the employee.

D. Should the Chief forward a recommendation for suspension, demotion, or termination to the City Manager, an employee shall have the right to a pre-disciplinary meeting with the City Manager. The meeting will afford the parties an opportunity to discuss the contemplated disciplinary action and provide the employee an opportunity to provide information regarding the situation which gave rise to the contemplated action. The City Manager shall provide the employee with a written decision within fourteen (14) calendar days following the pre-disciplinary meeting.

E. No pre-disciplinary meetings shall be required prior to the issuance of a written reprimand.

F. Disciplinary action as defined in B. above may be appealed by the affected employee through the grievance and appeal process as provided in the Agreement under Article 21.

G. If the appeal of the disciplinary action is not satisfactorily resolved at the City Manager level, it may be submitted to final and binding arbitration as per Article 21 of this agreement.

H. If no appeal is requested, the disciplinary action shall be final subject to review by the Human Resource Director/Officer and is subject to the approval and signature of the City Manager.

ARTICLE 22 DISCIPLINARY APPEAL, GRIEVANCE AND ARBITRATION PROCEDURES

A. A Grievance is defined as a written formal complaint alleging a violation, misapplication, or misinterpretation of any of the provisions of this Agreement or City Personnel Rules and Regulations. Appeal of disciplinary actions as defined in Article 20 shall also be accomplished through this process. Employees are obligated to attempt to resolve a grievance at the lowest level possible prior to filing a written grievance at Step 1 of this process.

B. Grievances/appeals shall be filed by the individual employees or by the exclusive representative on behalf of an individual employee or a group of employees. The grievance/appeal shall be signed by the aggrieved employee or employees and/or the Union representative.

C. An individual employee may present a grievance/appeal under the provisions of this Article without the intervention of the Union and have the grievance/appeal adjusted as long as (1) the adjustment is consistent with the terms of this Agreement, and (2) the employee is responsible for all expenses incurred at any hearing or meeting on a grievance/appeal brought by the individual employee. The Union shall be afforded the opportunity to be present and make its views known. In a situation where the employee has elected not to use the Union's services, and is requesting arbitration the employer and the employee shall deposit $3000.00 each in an escrow account for the payment of arbitration.

D. The written grievance/appeal shall include:

   a. The employee/grievant's name, job, title, department;
   b. The Union representative/steward's name, address and telephone number; if applicable.
   c. The Article(s) of this Agreement or section of the Personnel Rules and Regulations alleged to have been violated;
   d. The date the incident or violation occurred;
   e. The Management employee, if any, against whom the action is filed;
   f. A description of the alleged violation providing more than just the Article or Section identification.
   g. If the phrase "to be made whole" is used in the relief requested, the grievant shall specify what specific relief is desired. The relief requested shall include a specific statement describing the grievant's settlement request; and

h. The signature and date of the grievant and the Union representative.

E. A written grievance/appeal shall be presented to the employee's Immediate Supervisor within ten (10) working days of the action that gave rise to the grievance or appeal, or of the date the employee became aware of the action. If the grievance/appeal is not resolved within ten (10) working days of the date of the grievance/appeal was filed with the immediate supervisor, the grievance/appeal may be advanced to the Fire Chief or designee.

F. If the grievance/appeal is not resolved within ten (10) working days of the date of the grievance/appeal was filed with the Fire Chief or designee, the grievance/appeal may be advanced to the City Manager.

G. If the issue is not resolved at the Fire Chief or designee level, the grievance/appeal may be advanced to the City Manager by presenting the written grievance/appeal to the City Manager within ten (10) working days of the filing with the Department Head. This means within ten (10) working days of the initial filing of the grievance/appeal with the Department Head. The parties will mutually agree on a date, time, and place to meet and attempt to resolve the grievance/appeal. If the issue is not resolved within ten (10) working days of the filing with the City Manager, the grievance/appeal may be advanced to arbitration.

H. The grievance/appeal is advanced to arbitration by presenting such written notice to the City Manager within fifteen (15) working days of the initial filing at the City Manager level.

I. Within ten (10) working days of the filing of the written notice of advancement to arbitration, a request for an unrestricted list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) shall be submitted by the parties. The request for this list of arbitrators shall be signed by both parties.

J. Within ten (10) working days of receipt of the arbitrator list, the parties shall meet to select an arbitrator.

K. The selection of the arbitrator shall be accomplished by the parties alternating striking of names until only one name remains. The remaining name shall be the arbitrator. Who strikes the first name is determined by the flip of a coin.

L. The Arbitrator shall render a final and binding decision. This decision of the arbitrator is subject to judicial review in accordance with the New Mexico Uniform Arbitration Act. The parties shall share the cost of the arbitrator equally.

M. The Arbitrator's duties, responsibilities, and limitations are governed by the City's Labor Management Relations Ordinance.

N. This is the only internal grievance and appeal process available to bargaining unit employees.

O. Working day is defined as days that the administrative offices of the City are open for business. Any deadline that falls on a day that the administrative offices of the City are not open for regular business shall extend into the next day that the City Administrative Offices are open for business.

P. Waiver of Grievance. If the Union/bargaining unit member fails to proceed to successive levels of the grievance procedure within the time period specified, they shall be conclusively deemed to have waived and abandoned the grievance. If the employer fails to respond to a filing step, the grievance will be automatically advanced to the next step.

Q. Expiration. If any eligible employee terminates or is terminated from employment with the City for any reason, any grievance previously filed by the employee which is in process at the time of termination shall also be terminated with the exception of any pay, benefit, or dismissal grievance.

ARTICLE 23 SAFETY

Safety is an integral part of the responsibilities of all employees. The employer will continue to provide healthful and safe working conditions. Employees shall comply with such rules, regulations and practices as may be prescribed for the conduct of employees in order to provide a safe work environment, in accordance with the City's Safety and Health Policy. The employee shall notify his/her immediate supervisor of any unsafe or hazardous working conditions. The employer will take appropriate action to correct unsafe or hazardous working conditions as required by law. The Employer, through the Safety Office, will provide safety training on an as needed basis.

ARTICLE 24 SAFETY EQUIPMENT

A. The Employer shall provide all necessary safety equipment to employees in the fire department. The equipment to be supplied shall include fire fighter turnout gear, boots, gloves, hearing protection and goggles, eye protection, splash protection, masks and other equipment designed for blood and airborne pathogen protection, Self-Contained Breathing Apparatus (SCBA) fitted face mask, structural fire helmet, face shield and nomex hood, steel-toed safety boots, wildland firefighting boots, wildland pants and jacket/shirt, wildland gloves, wildland helmet, goggles, radio harness, wildland pack and safety flares.

B. All issued gear shall be compliant with the current NFPA 1971, 1972 and New Mexico State OSHA standards. All issued gear shall be tracked and inventoried on a regular basis. Replacement shall be on an as-needed basis.

C. All respiratory protection equipment shall meet and be maintained in a manner consistent will all applicable NFPA and New Mexico State OSHA standards.

ARTICLE 25 HOURS OF WORK

Assigned shifts for bargaining unit employees will be ~~twenty-four (24) hours on and forty-eight (48) off~~ forty-eight (48) hours on and ninety-six (96) off through a six (6) month trial period beginning January 7, 2017. Overtime will be paid in accordance with FLSA.

Management and Union agree to collaborate in good faith to develop and implement a strategy to transi ion to the new work schedule.

Days of Cycle: 1 2 3 4 5 6 7 8 9 10 11 12 13 14
Shifts: A B B C C A A B B C C A A B

Days of Cycle: 15 16 17 18 19 20 21 22 23 24 25 26 27 28
Shifts: B C C A A B B C C A A B B C

Shifts shall commence at 0900 and continue through to 0900, consisting of forty-eight (48) hours on duty.

Mandatory Shift List

1. In the event of an immediate vacancy occurring at the beginning or during a shift, the mandatory shift list will be utilized. If the vacancy occurs at the beginning of a shift, and there is no access to the mandatory shift list, then the least senior qualified full-time personnel on the prior shift will be required to work and moved to the bottom of the mandatory list. The shift supervisor can attempt to fill the vacancy following the normal overtime procedure.
2. If the vacancy is scheduled or occurs at any other time, the regular mandatory shift list will be used to fill the vacancy.
3. After an employee has been required to work a mandatory shift, he/she will no longer be eligible to work a mandatory shift until the mandatory shift list has been exhausted.
4. All mandatory hours worked will not be charged to the overtime hour list.
5. No employee will be permitted or required to work more than 72 continuous hours. It is expected that these procedures will be followed except in cases of emergency where time does not permit the exhaustion of these steps.

The parties agree the City reserves the right to adjust bargaining unit employee hours of work for the duration of this Agreement based on the economic status of the City. In the event an adjustment to the hours of work becomes necessary the Union may request, in writing, to negotiate such adjustments. If negotiations occur, such negotiations must commence and be completed within ten (10) calendar days of reasonable notification of the hours of work adjustment from the City.

ARTICLE 26 SHIFT EXCHANGE

For the period of this Agreement the parties shall recognize the City of Las Vegas Fire Department Shift Exchange Policy dated 2/13/2009.

ARTICLE 27 DRUG AND ALCOHOL TESTING

The parties agree that substance abuse will not be tolerated in the Fire Department. In recognition of the need to maintain a drug and alcohol free workplace the employer has adopted a drug and alcohol policy (Resolution 04-03). Management may at any time amend this policy; however, the employer agrees to submit to the Safety Committee any proposed amendments to the policy. Management may consider any recommendations from the Safety Committee.

ARTICLE 28 VACANCIES

Vacancies will be announced as per the City of Las Vegas Code Book Chapter 66. Personnel Rules and revisions thereof.

ARTICLE 29 PRIVATIZATION AND CONTRACTING OUT

A. The Employer agrees that prior to privatizing or contracting out bargaining unit positions, the Union will be allowed to submit input in writing no later than ten (10) working days, to the office of the City Manager, with a copy delivered to the Human Resources Department. A written response shall be given to the Union no later than ten (10) business days.

B. The Employer agrees that it will formally inform the Union of any and all pending changes which will result in the loss of full time equivalents or bargaining unit positions upon receiving information of such pending changes.

ARTICLE 30 PERSONNEL RECORDS

A. The employees' Official Personnel files will be maintained in the Human Resources Office. Employees, or their designee, by written authorization, may review the employees' files by appointment during the regular business hours of the Human Resources Office. Such review shall not interfere with the employees' work time.

B. Employees may obtain copies of material in their personnel file. A fee of $1.00 per copy up to ten (10) pages will be charged. Copies beyond ten (10) pages will be provided at $0.50 per page.

C. Employees may submit a rebuttal to any material that is placed in the employees' personnel file. Such rebuttal must be submitted within thirty (30) calendar days of the effective date of the material in question.

D. Employees may request in writing that letters of commendation or certificates of completion of training be placed in their file. A Human Resources Officer shall determine if such material appropriate for placement in the employee's file.

E. The Human Resources Personnel File is the official employment history of the employee and shall not be purged except by order of an arbitrator or judge of competent jurisdiction.

ARTICLE 31 PERA

City and Employee contribution rates for PERA shall remain in effect for the duration of this agreement.

ARTICLE 32 COMPENSATION

Effective the first full pay period after ~~July 1, 2015~~ July 1, 2016, or following ratification and signature of the Agreement, or resolution of impasse, whichever is later, all bargaining unit employees will receive a ~~Fifty cent ($.50)~~ thirty-five cent ($.35) increase to the employee's regular hourly rate of pay.

The current pay plan shall be attached as Appendix A.

ARTICLE 33 CALL-BACK COMPENSATION

Bargaining unit employees in an off duty status will receive a minimum of two (2) hours of alarm calls. Bargaining unit employees will be compensated for all hours actually worked and such time will be considered time worked for the purposes of computing FLSA overtime.

ARTICLE 34 SICK LEAVE INCENTIVE

A. Full-time employees who use four (4) hours of sick leave or less from January 1st through June 30th will receive eight (8) hours of administrative leave to be used within sixty (60) days. Full-time employees who use four (4) hours of sick leave or less for the period of July 1st through December 31st will receive eight (8) hours of administrative leave to be used within sixty (60) days.

ARTICLE 35 HOLIDAY PAY

Bargaining unit employees assigned to work on City approved Holidays will be compensated in accordance with the City of Las Vegas Code Book Chapter 66:Personnel Rules §66-51 Holiday Leave.

ARTICLE 36 LIABILITY COVERAGE

Should a member of the bargaining unit be sued in a civil action for any allegations arising out of the course and scope of their employment, the Employer will defend and indemnify that employee pursuant to the requirements of the New Mexico Tort Claims Act, Section 41-4-1, et. Seq., NMSA 1978, (as amended).

ARTICLE 37 SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be declared invalid by the City of Las Vegas Labor Management Relations Board or any court of competent jurisdiction, the validity of the remaining portions shall not be affected.

ARTICLE 38 DURATION OF AGREEMENT

This Agreement shall become effective upon ratification and signature of this agreement, ~~July 1, 2015~~ July 1, 2016, or upon resolution of impasse, whichever occurs later. This Agreement will remain in full force and effect through ~~June 30, 2016~~ June 30, 2018. Either party may request the reopening of negotiations. Reopening of negotiations will include one (1) economic and one (1) non-economic article identified by each party by submitting written notice to the other party

no later than March 15, 2017. Either party may request to negotiate a successor collective bargaining agreement by submitting a written notice to the other party no later than ~~March 15, 2016~~ March 15, 2018.

ARTICLE 39. AUTHORIZED SIGNATURES AND ATTEST

IN WITNESS WHEREOF, the parties have executed the amendments to this Agreement on this ____ day of _____ November, 2016.

_____ _____
Tonita Gurulé-Girón, Mayor Date

_____ _____
Richard Trujillo, City Manager Date

_____ _____
Joseph Garofalo, President IAFF Local 4625 Date

ATTEST:

_____ _____
Casandra Fresquez, City Clerk Date

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/4/16 **DEPT: City Manager** **MEETING DATE: 11/15/16**

ITEM/TOPIC: Appointment of Fire Chief.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to appoint Billy Montoya as Fire Chief.

BACKGROUND/RATIONALE: As per the City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.07Departments. C. The city manager shall appoint department directors, subject to approval by the Governing Body.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULÉ-GIRÓN
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16