City of Las Vegas
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov
Mayor Louie A. Trujillo

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

Public comments can be made in person at the meeting **OR** submitted in writing to the City Clerk no later than 4:30 p.m. on September 21, 2022, via email to cfresquez@lasvegasnm.gov or faxed to (505) 425- 7335.

AGENDA

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

V. APPROVAL OF AGENDA

VI. PUBLIC INPUT(comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.) Public Input submitted to the City Clerk via email or fax will be read into the record.

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

VIII. COUNCILORS' REPORTS

IX. POLICE CHIEF'S REPORT

X. FINANCE REPORT

XI. APPROVAL OF MINUTES (August 30, 2022)

XII. CONSENT AGENDA (The consent agenda is approved by a single motion. Any member of the Governing Body may request an item to be moved to Business Items at the request of any Councilor with approval of the Governing Body).

1. Request approval of Resolution No. 22-47, submittal of an application for funding through the New Mexico Department of Homeland Security and Emergency Management ("NMDHSEM") **for a new water treatment plant facility**.

Maria Gilvarry, Utilities Department Director The NMDHSEM has instituted a program for funding and has developed an application procedure whereby the Governing Body may submit an application for financial emergency assistance for public projects.

2. Request approval of Resolution No. 22-49, submittal of an application for funding through the New Mexico Department of Homeland Security and Emergency Management ("NMDHSEM") **for a pre treatment system in the Gallinas Canyon**.

Maria Gilvarry, Utilities Department Director The NMDHSEM has instituted a program for funding and has developed an application procedure whereby the Governing Body may submit an application for financial emergency assistance for public projects.

3. Request approval of Resolution No. 22-50, submittal of an application for funding through the New Mexico Department of Homeland Security and Emergency Management ("NMDHSEM") **for a pre treatment system at the Storrie Lake pump house.**

Maria Gilvarry, Utilities Department Director The NMDHSEM has instituted a program for funding and has developed an application procedure whereby the Governing Body may submit an application for financial emergency assistance for public projects.

4. Request approval of Resolution No. 22-51, submittal of an application for funding through the New Mexico Department of Homeland Security and Emergency Management ("NMDHSEM") **for new generators at the Waste Water treatment plant**.

Maria Gilvarry, Utilities Department Director The NMDHSEM has instituted a program for funding and has developed an application procedure whereby the Governing Body may submit an application for financial emergency assistance for public projects.

XIII. BUSINESS ITEMS

1. Request approval of Resolution No. 22-39, Budget Adjustment for the 2022-2023 Fiscal Year.

Dominic Chavez, Interim Finance Director The City of Las Vegas is in need of making a budget adjustment in the 2022-23 fiscal year budget to include an increase to expense for Fund 217 Special Legislative Appn, (ALTSD#A20E5281) in the amount of $181,923, a decrease to Fund 217 Special Legislative Appn, (Riverwalk Construction-E2692) in the amount of $5,261, an increase in expense to Fund 217 Special Legislative Appn, (LV Park Improvements) in the amount of $64,943, an increase to rev/exp to Fund 217 Special Legislative Appn, (El Creston Park – 22-ZG9109) in the amount of 100,000, an increase to rev/exp to Fund 106 (Santa in the Park) in the amount of $5,000, an increase to rev/exp in Fund 101-4800 (GF-PD) in the amount of $50,601, a rev/exp decrease to State E-911 Enhancement Fund 294 in the amount of $26,976.00, an increase to rev/exp to Fund 282 (Senior Center) in the amount of $35,263, a transfer of budget from Community Dev. To Executive in the amount of $29,620, a rev/exp increase to Fund 217 Special Legislative Appn, (Lincoln Park Improv. – 22-G2967) in the amount of $65,000, an expense increase to Fund 610 Waste Water in the amount of $600,000, an expense increase to Fund 613 Waste Water Const. in the amount of $300,000, an expense increase to Fund 620 Gas in the amount of $600,000, an expense increase to Fund 627 Gas Const. in the amount of $700,000, an expense increase to Fund 630 in the amount of $300,000, an expense increase to Fund 633 in the amount of $350,000, an expense to increase to Fund 640 Water in the amount of $200,000, an expense increase to Fund 640 Water Dist. in the amount of $500,000, an expense increase to Fund 647 Water Acquisition in the amount of $500,000 and a rev/exp increase to Fund 241 Seizure/Donations in the amount of $7,345 and a transfer of budget from Comm. Dev. To Code Enforcement in the amount of $231,587.

2. Review and Request approval of Fiscal Year 2022-2023 Contract and Scope of Work between MainStreet de Las Vegas and the City of Las Vegas.

Amy Weiser, Community Development Director The contracted amount is $35,000.00, $30,000.00 is paid out in quarterly payments and $5,000.00 is an "in kind" payment in the form of an office space located at 500 Railroad Avenue.

3. Request approval of Resolution No. 22-52 for a one year extension to grant offer Control No. L4000558 with the New Mexico Department of Transportation.

Arnold Lopez, Public Works Director As part of the New Mexico Department of Transportation Municipal Cooperative Agreement (COOP) submittal criteria, a resolution of support is required from our Local Governing Body for a one year extension for the surface seal, hot poured surface crack sealing, cold milling and miscellaneous paving to Douglas Avenue from Grand Avenue to 12th Street and to National Avenue from Grand Avenue to 8th Street.

Request for extension is due to scheduling and weather delays.

4. Request approval of new fitness equipment at the Abe Montoya Recreation Center for a cost of $101,699.54.

Stephen Aragon, Parks & Recreation Director The purchase would include the following pieces of fitness equipment: (3) Samson Equipment Flex-Rack FTR Combo, (3) Landice R9 Recumbent Bikes, (3) Landice U9 Upright Bikes, (6) Landice L10 LTD Programmable Treadmills, and (4) Throwdown Heavy Bags.

5. Request approval of Resolution No. 22-56 restructuring the City of Las Vegas Organizational Chart.

Leo Maestas, City Manager & Darlene Arguello, HR Director As per the Municipal City Charter, Section 5.07 Departments. A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

6. Request approval for Out-of-State travel for City Manager Leo Maestas and Councilor David Romero to attend the National Association of Latino Elected and Appointed Officials (NALEO) National Policy Institute on the Latino Workforce and Economic Opportunity.

Leo Maestas, City Manager The National Policy Institute will be held on September 29-30, 2022.

7. Request approval of the International Association of Fire Fighters (IAFF) Local 4625 agreement.

Steven Spann, Fire Chief, The City of Las Vegas entered into contract negotiations with IAFF for purpose of negotiating a new contract through December 2023. The International Association of Fire Fighters Local 4625 has ratified and approved the collective bargaining agreement.

XIV. EXECUTIVE SESSION

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

XV. ADJOURN

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

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

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

CITY OF LAS VEGAS

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

POLICE DEPARTMENT

Chief Antonio Salazar

MONTHLY REPORT

August 2022

OPERATIONAL UPDATE(S):

I. Field Operations Division (Patrol) dates from August 01 thru 31, 2022.

a. 1609 incoming Calls for service
b. 370 Traffic Citations
c. 10 Non Traffic citations
d. 28 Parking citations issued
e. 4 Burglary calls for service
f. 1 reports taken for burglary
g. 70 Arrests made
h. 7 Animal Control

Community Events for the month of August 2022

- Assigned Police Personnel Honor Guard were deployed to render honors at the funeral Services for fallen BCFD Rescue Specialist Matthew King in Albuquerque, NM on August 1, 2022.
- Assigned Police Personnel Honor Guard were deployed to render honors at the funeral Services for fallen Deputy, Michael Levison in Albuquerque, NM on August 3, 2022.
- Assigned Personnel were present to maintain Public Safety at the Friday Night Al'Fresco event which takes place at the Plaza Park.
- Assigned Personnel were present to maintain Public Safety at a Back to School BBQ on August 6, 2022 at the Plaza Park.
- Assigned Personnel were present to interact with the public at the Elks Drug Awareness Program Kids Event on August 13 at the Carnegie Library Park.
- Assigned Personnel conducted an active shooter presentation at Los Niño's Elementary School on August 24, 2022.

II. Code Enforcement Dates for the Month of August 2022

a. 13 Abandoned Vehicle tags
b. 0 red tags issued
c. 25 Citations Issued
d. 3 Abatement pending
e. 1 Abatement in progress
f. 1 Cannabis Security Inspections Completed
g. 3 IPRA's requests completed

III. Animal Care Center Dates for the Month of August 2022

Started with 13 dogs
19 cats

a. 72 Total Intakes in August

CANINES

b. 65 Total **Canine** Intakes
c. 9 Born in Custody
d. 4 Required medical care
e. 3 Adopted
f. 12 Returned to Owner
g. 1 Foster to adopt
h. 2 Died in custody Due to medical
i. 2 Transferred
j. 1 Euthanized Due to medical
k. 66 Total Dogs In Shelter as of August 31

FELINES

l. 8 Total **Feline** Intakes
m. 3 Required medical care
n. 2 Foster to adopt
o. 1 Died in custody Due to medical
p. 1 Euthanized Due to medical
q. 23 Total Cats In Shelter as of August 31

Two adoption events scheduled for the month of September

As of 8/26/2022 the shelter is at max capacity

IV. Information Division (Records) numbers only reflect items processed from August 01 thru 31, 2022.

a. 166 Offense Incident Reports entered into TYLER system
b. 41 Traffic accident reports entered
c. 415 Citations were entered
d. 181 Customers attended
e. 446 offense Incident and traffic accident reports scanned.
f. 14 City of Las Vegas IPRA's Completed

Information Division (Records) continuing to work on:

- Destruction order for 2004-2017 Citations
- Destruction order for 2005-2016 Incident reports
- Destruction order for Miscellaneous documents
- Sealed juvenile records by district court order
- All records employees are NIBRS certified
- NIBRS Stats have been sent off and are up to date.

V. Communications Division incoming calls for August 01 thru 31, 2022.

a. 646 incoming 911 calls
b. 598 Answered 911 calls
c. 48 Abandoned 911 calls such as hang ups, misdialed, and disconnects. (dispatch personnel are required to redial the caller when 911 calls are abandoned)
d. 186 AMR (Medic) calls
e. 186 Fire calls
f. 1609 police calls
g. 109 Code Enforcement calls
h. 102 Animal control calls

One Communication Specialist (dispatcher) completed the Law Enforcement Academy Telecommunications Class #156.

VI. Street Crimes- Investigations/Narcotics/Evidence Sections dates August 01 thru 31, 2022.

Street Crimes Unit Cases:

a. 19 Assigned Cases (investigated for follow-up)
b. 17 Self initiated cases
c. 6 Arrest made
d. 1 Missing Persons
e. 10 Search warrants
f. 6 Cases Closed

Evidence Seized by Agents/Investigations/Police Officers throughout the month of August 01 thru 31, 2022:

Evidence Seized:

a. .90 grams of methamphetamine
b. 1 gram crack cocaine (39 individual packaged for sale)
c. 53 Fentanyl pills
d. 3 firearms seized
e. 11 Suboxone Strips

Meetings attended by Street Crimes Unit:

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

Evidence:

a. 25 Evidence cases in
b. 120 Evidence items turned in
c. 3 property Items released
d. 63 cases at NMDPS lab
e. 1 cases at NMRCFL
f. 1 Firearm seized (patrol)
g. 3 grams methamphetamine (patrol)
h. 3 Suboxone Strips (patrol)
i. 2 IPRA request CD-R/DVD-R
j. 480 pills of Fentanyl

k. 1 gram of cocaine
l. 1 gram of heroin
m. 18 pills of Xanax

**Note: Narcotics agents also seized $843.00

Street Crimes Unit (SCU) responded to 32 calls for service for the month of August.

VII. Training/Recruiting/Events & Vacancies for the month of August 01 thru 31, 2022.

Travel/Training:

- Chief Salazar and Deputy Chief Marquez attended the New Mexico Dept of Transp. Media Relations & Public Information Officer Training in Albuquerque, NM on August 10, and August 11, 2022.
- One (1) Police Personnel attended the Defensive Tactics Departmental Instructor Course in Bernalillo, NM on August 16- August 19, 2022.
- Four (4) Police Personnel attended an online training: Homicide Investigation & Crime Scene Management Training on August 16 –August 18, 2022.
- The Communications Manager attended a DTRS Subscribers meeting hosted by the New Mexico Public Safety Department of Information Technology in Albuquerque, NM on August 19, 2022.
- One (1) Police Personnel attended a webinar: Tracking Cell Phone& Google Geo Fencing Training on August 26, 2022.
- Chief Salazar attended the 2022 NMML Annual Conference in Albuquerque, NM on August 31, -September 2, 2022.

Recruiting/Hiring/Promotions:

- Interviews were conducted for (2) Animal Control Officers on August 9, 2022.
- One (1) Communications Specialist attended PST #156 (Public Safety Telecommunicator) Academy from August 14, 2022 through September 2, 2022 in Santa Fe, NM.
- Interviews were conducted for (4) Recruits and (1) Communications Specialist on August 16, 2022.
- Four (4) Police Personnel were assigned to the Honor Guard on August 16, 2022.
- One (1) Sergeant was promoted to Interim Lieutenant on August 17, 2022.
- One (1) Officer was promoted to Interim Sergeant on August 17, 2022.

- One (1) Animal Control Officer was hired on August 22, 2022.
- Three (3) Recruits were hired on August 30, 2022.

Vacancies as of August 31, 2022:

a. 1 Police Lieutenant
b. 1 Investigator
c. 1 Narcotics Agent Sergeant(supervisor)
d. 1 Narcotics Agent
e. 8 Police Officers
f. 4 Communication Specialist (Dispatcher)
g. 1 Community Service Aide (CSA)
h. 1 Animal Control
i. 1 Information Specialist (Records clerk)

Total: 18 vacancies

GENERAL FUND REVENUE COMPARISON
THRU AUGUST 31, 2022 16.66% OF YEAR LAPSED (2 of 12 months)
FISCAL YEAR 2023

Total Budget to Actual Comparison

	A	B	C	D	E	G
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	(E/B) FY 2020 % REV
PROPERTY TAX	1,467,869	1,902,979	317,163	43,586	76,164	4%
GROSS RECEIPT TAX 1.225	3,550,000	4,602,302	767,050	682,183	709,073	15%
FRANCHISE TAX	750,000	972,317	162,053	124,193	111,333	11%
GROSS RECEIPT TAX .75	2,449,125	3,175,102	529,184	450,208	464,966	15%
1/8 INFRASTRUCTURE	372,000	482,269	80,378	8,159	74,170	15%
MUNI GRT .25	1,060,000	1,698,315	283,053	202,547	200,321	12%
INTERSTATE TELECOM/COMP TAX	0	0	0	-	18,740	#DIV/0!
LICENSE & FEES	63,000	81,674	13,612	9,283	6,571	8%
INTERGOVERNMENTAL	71,500	92,694	15,449	14,151	13,905	15%
LOCAL-FINES	106,500	136,587	22,765	22,235	16,557	12%
LOCAL-MISC	1,687,776	2,161,718	360,286	364,411	299,301	14%
TOTAL	11,577,770	15,305,957	2,550,993	1,920,956	1,991,100	13%

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

FISCAL YEAR 2023

Total Budget to Actual Comparison

	A	B	C	D	E	F	H
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	FY 2023 AVAIL. BAL.	(E/B) % BDGT
JUDICIAL (4100)	343,535	338,638	56,440	48,447	51,245	287,393	15%
GOVERNING BODY (4210)	62,383	65,264	10,877	8,936	11,140	54,124	17%
MAYOR	171,068	87,975	14,663	12,866	2,809	85,166	3%
MANAGER	225,103	327,701	54,617	51,134	43,809	283,892	13%
MUNICIPAL CLERK	303,896	318,179	53,030	42,574	45,385	272,794	14%
CITY ATTORNEY	233,815	238,356	39,726	32,084	24,678	213,678	10%
PERSONNEL/HR	365,536	452,666	75,444	36,644	54,920	397,746	12%
FINANCE	645,125	636,982	106,164	83,426	79,046	557,936	12%
COMMUNITY DEV.	713,041	862,866	143,811	100,101	110,018	752,848	13%
POLICE	4,322,569	4,596,526	766,088	542,324	607,294	3,989,232	13%
CODE ENFORCEMENT	9,900	9,900	1,650	2,668	1,190	8,710	12%
ANIMAL SHELTER	262,440	474,167	79,028	33,965	35,230	438,937	7%
FIRE	1,580,346	1,727,799	287,967	222,181	230,129	1,497,670	13%
PUBLIC WORKS/AIRPORT	752,780	892,831	148,805	238,611	104,008	788,823	12%
PARKS	518,137	546,837	91,140	69,027	78,924	467,913	14%
LIBRARY	279,282	327,832	54,639	35,511	48,453	279,379	15%
MUSEUM	182,772	203,387	33,898	16,497	15,297	188,090	8%
GENERAL SERVICES	1,990,349	4,029,967	671,661	204,171	327,893	3,702,074	8%
TRANSFERS	917,352	1,099,309	183,218	152,853	183,167	916,142	17%
TOTAL	13,879,429	17,237,182	2,872,864	1,934,020	2,054,636	15,182,546	12%

Deficit to Date (63,536.24)

ENTERPRISE FUNDS-REVENUE COMPARISON
THRU AUGUST 31, 2022 - 16.66% YEAR LAPSED (2 of 12 months)
FISCAL YEAR 2023

Total Budget to Actual Comparison

	A	B	C	D	E	G
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	(E/B) % BUDGET
WASTE WATER (610)	3,141,800	3,321,800	553,633	551,961	698,350	21%
NATURAL GAS (620)	5,436,000	5,437,000	906,167	357,222	404,632	7%
SOLID WASTE (630)	3,405,400	3,405,400	567,567	562,927	601,490	18%
WATER (640)	5,176,220	5,184,220	864,037	861,407	949,765	18%
Total of Enterprise Funds	17,159,420	17,348,420	2,891,403	2,333,516	2,654,237	15%

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU AUGUST 31, 2022 - 16.66% YEAR LAPSED (2 of 12 months)
FISCAL YEAR 2023

Total Budget to Actual Comparison

	A	B	C	D	E	F	H
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	FY 2023 AVAIL. BAL.	(E/B) % BUDGET
WASTE WATER(610)	3,289,814	3,605,635	600,939	373,574	434,789	3,170,846	12%
NATURAL GAS (620)	6,203,037	6,415,688	1,069,281	431,754	463,554	5,952,134	7%
SOLID WASTE (630)	3,853,165	4,168,402	694,734	495,181	515,046	3,653,356	12%
WATER (640)	5,371,579	5,592,186	932,031	594,897	752,934	4,839,252	13%
Total of Enterprise Funds	18,717,595	19,781,911	3,296,985	1,895,406	2,166,324	17,615,587	11%

Surplus to Date 487,913.17

RECREATION DEPARTMENT-REVENUE COMPARISON
THRU AUGUST 31, 2022 - 16.66% OF YEAR LAPSED (2 OF 12 MONTHS)
FISCAL YEAR 2023

	A	B	C	D	E	G
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	(E/B) % REV
WELLNESS CENTER	115,000	120,000	20,000	11,100	12,121	10%
OPEN SWIM	10,000	15,000	2,500	0	0	0%
YABL/ADULT BASKETBALL	16,500	25,000	4,167	0	0	0%
SUMMER FUN PROGRAM	60,000	120,000	20,000	0	(60)	0%
RECREATION-OTHER	266,500	67,500	11,250	420	0	0%
GEN FUND TRANSFER	420,686	420,686	70,114	70,086	70,086	17%
TOTAL	888,686	768,186	128,031	81,606	82,147	11%

RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU AUGUST 31, 2022 - 16.66% OF YEAR LAPSED (2 OF 12 MONTHS)
FISCAL YEAR 2023

	A	B	C	D	E	F	H
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	FY 2023 AVAIL. BAL.	(E/B) % BDGT
EMPLOYEE EXP.	556,903	650,920	108,487	27,475	55,806	595,114	9%
YABL/ADULT BASKETBALL	8,500	32,500	5,417	0	2,594	29,906	8%
OTHER OPERATING EXP.	112,350	235,000	39,167	6,406	16,500	218,500	7%
CAPITAL OUTLAY	6,000	0	0		0	0	#DIV/0!
TOTAL	683,753	918,420	153,070	33,881	74,900	843,520	8%

Surplus to Date 7,247

LODGERS TAX PROMOTION - REVENUE COMPARISON
THRU AUGUST 31, 2022 - 16.66% OF YEAR LAPSED 2 OF 12 MONTHS
FISCAL YEAR 2023

	A	B	C	D	E	G (E/B)
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2022 YTD - ACTUAL	% REV
LODGER'S TAX PROMO	376,000	586,400	97,733	101,548	104,368	18%
LODGER'S TAX - INFRASTRUCTURE	94,000	146,600	24,433	25,387	26,092	18%
TOTAL	470,000	733,000	122,167	126,935	130,460	18%

LODGERS TAX PROMOTION - EXPENDITURE COMPARISON
THRU AUGUST 31, 2022 - 16.66% OF YEAR LAPSED 2 OF 12 MONTHS
FISCAL YEAR 2023

	A	B	C	D	E	F	H (E/B)
	FY 2022 BUDGET	FY 2023 BUDGET	FY 2023 YTD - BUDGET	FY 2022 YTD - ACTUAL	FY 2023 YTD - ACTUAL	FY 2023 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	0	0	0	0		0	#DIV/0!
OPERATING EXPENSES	13,000	173,000	28,833	1,325	1,426	171,574	1%
PUBLICATIONS & ADVERT	334,000	250,000	41,667	51,644	59,992	190,008	24%
CONTRACTUAL SERVICES	20,000	170,000	28,333	0	25,000	145,000	15%
CAPITAL OUTLAY	97,900	100,000	16,667	0	0	100,000	0%
TRANSFERS	40,000	40,000	6,667	6,664	6,664	33,336	17%
TOTAL	504,900	733,000	122,167	59,633	93,082	639,918	13%

Surplus to Date 37,378

MINUTES OF THE CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING HELD ON TUESDAY, AUGUST 30, 2022 AT 10:00 A.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: Louie A. Trujillo

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

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

CALL TO ORDER

Mayor Trujillo called the meeting to order at 10:00 am.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Montoys asked for a moment of silence for Councilor Ulibarri's family for the passing of his niece and to keep them in our prayers.

APPROVAL OF AGENDA

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

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

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

There was no public input.

BUSINESS ITEMS

1. Presentation and Approval of proposed quote by Cordova Contracting & Development LLC through CES for Rodriguez Park Baseball and Softball Field Projects.

City Manager Maestas discussed the awardment of $3.5 million from the Legislature and have since procured a contractor to do the Topography and Surveying which was completed. City Manager Maestas advised Site Southwest would be doing a master plan of the whole lot. City Manager Maestas advised in the meantime they wanted to use the funds so the Legislature sees their encumbrancing those funds. City Manager Maestas discussed the conversion of two synthetic turf fields.

Parks and Recreation Director Aragon discussed the focus of the fields to be used 12 months out of the year with weather permitting and dimensions of the fields could host from four year olds up to eight year olds and above. Parks and Recreation Director Aragon advised the field could be used for NCAA Softball, Little League USSSA Baseball, USA Baseball, twelve youth and Soccer. Parks and Recreation Director Aragon discussed drainage issues and the second field hosting thirteen youth and above with multiple plugs available to host multiple leagues.

John Paul Romero with Cordova Contracting & Development LLC discussed the company's background and what they specialize in. Mr. Romero applauded the Mayor and Council for making the move to have artificial turf given the water

situation we are in. Mr. Romero discussed the number of fields the company Hellas has done. Mr. Romero advised they would be in charge of all the demolition, the dirt work, and grating. Mr. Romero suggested having a groundbreaking when approved.

Mayor Trujillo asked if there would be someone from the company that would oversee the entire project.

Mr. Romero advised yes, Cordova Contracting would have a Superintendent on site to monitor the project daily.

Mayor Trujillo asked for City Manager Maestas to provide an update during his City Manager's Report and advised he wants to see the progress.

Councilor Casey asked for an estimate on how soon the project would be done.

Mr. Romero advised there are a few key factors so he hasn't put a final date yet but estimated about 5-6 months.

Councilor Romero stated for the record there is no relation between Mr. John Paul Romero and himself.

Mr. Romero discussed coming up with a logo that could go on the turf or on the sidelines that could be unique for the City of Las Vegas. Mr. Romero discussed the scope of work, what would be remodeled and what would be new regarding dugouts, fencing, drainage issues and lighting.

Councilor Montoya thanked Parks & Recreation Director Aragon for all his research and for preparing this project. Councilor Montoya mentioned one of the priorities of the Comprehensive Master Plan are programs for the youth. Councilor Montoya asked if lighting would need to be realigned.

Parks and Recreation Director Aragon advised the current lighting does not meet the specs and some poles can be retro-fitted.

Councilor Montoya asked if it would interfere with any sports and if there is funding for signage.

City Manager Maestas advised there would be funding left over to discuss signage.

Discussion took place regarding the fencing belonging to the City and it being refurbished.

Councilor Montoya thanked the Mayor and Council for thinking about the livelihood of the children in Las Vegas.

City Manager Maestas played a video from Hellas Construction Inc., which showed their synthetic turf.

Councilor Montoya asked if scoreboards and bleachers were included.

City Manager Maestas advised no, they are trying to utilize what they have first.

Councilor Montoya asked to start working on a second phase and gather the numbers to get with the Legislature during the next term.

Discussion took place regarding the quote for the demolition for the existing building in the area, minor remodeling done to the concession stand and moving on to the other 3 existing fields.

Councilor Montoya asked if there would be security present to monitor the equipment.

Mr. Romero advised they would put up fencing, chains and cameras.

Councilor Romero made a motion to approve the proposed quote by Cordova Contracting & Development LLC through CES for Rodriguez Park Baseball and Softball Field Projects. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

City Manager Maestas thanked the Mayor and Council and advised they would work with Mr. Romero to create a schedule for when they can break ground and begin working on phase two for the Legislature.

Mayor Trujillo asked if there is another groundbreaking ceremony he would appreciate the soccer and baseball kids with their parents to get them excited about having a new facility.

EXECUTIVE SESSION

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

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

City Clerk Fresquez advised the motion carried.

Councilor Montoya made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing limited personnel matters as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978 and only those matters were discussed and no action was taken. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Csey	Yes	David G. Romero	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised the motion carried.

ADJOURN

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

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 11:19 am.

_____

Mayor Louie A. Trujillo
ATTEST:

_____

Casandra Fresquez, City Clerk

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 21, 2022

Date Submitted: 09/09/22 **Department:** Utilities

Item/Topic: Resolution No. 22-47 allowing staff to submit an application for funding through the New Mexico Department of Homeland Security and Emergency Management for a new water treatment plant facility.

Fiscal Impact: None

Attachments: Resolution No. 22-47, Mitigation Program-Notice of Interest

Committee Recommendation: This item will be discussed at the September 13, 2022 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-47

A RESOLUTION ALLOWING CITY STAFF TO SUBMIT A FUNDING APPLICATION TO THE NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR A NEW WATER TREATMENT PLANT FACILITY.

Whereas, City of Las Vegas ("Governmental Unit") is a qualified entity and the City Council ("Government Body") has the authority to authorize public projects for benefit of the Governmental Unit; and

Whereas, on April 6, 2022 the U.S. Forest Service initiated a prescribed burn on federal land in the Santa Fe National forest in San Miguel County, New Mexico, when erratic winds were prevalent in the area that was also suffering from severe drought after many years of insufficient precipitation;

Whereas, on April 12, 2022, the prescribed burn, which became known as the "Hermit's Peak Fire", exceeded containment capabilities and became characterized as a wildfire;

Whereas, on April 29, 2022, the Calf Canyon Fire, also in San Miguel County, New Mexico, began burning on federal land;

Whereas, on April 27, 2022 the Hermit's Peak Fire and the Calf Canyon Fire merged;

Whereas, by May 2, 2022 the merged fire had grown causing evacuations in multiple villages and communities in San Miguel County;

Whereas, the merged fire resulted in loss of federal, state, local, tribal and private property including thousands of acres of the watershed for the Gallinas River;

Whereas, the Hermit's Peak Fire and the Calf Canyon Fire left a significant burn scar along the Gallinas River watershed, leaving thousands of acres of scorched forest, ash and fire debris;

Whereas, the large burn scars from the fires also present an additional risk of flooding for the City of Las Vegas;

Whereas, the substantial precipitation that has recently occurred caused flooding and large amounts of ash and other fire debris to be deposited into the Gallinas River;

Whereas, with each precipitation event in the Gallinas River watershed, large amounts of ash and other fire related debris, including trees and rocks, are deposited into the Gallinas River;

Whereas, the City of Las Vegas relies almost exclusively on water from the Gallinas River for its municipal water source;

Whereas, the large amounts of ash and turbidity in the Gallinas River have prevented the City from pulling water off the Gallinas River, as the City's municipal water treatment facility is not able to treat water containing such large amounts of turbidity;

Whereas, the City of Las Vegas has been severely impacted by the Hermit's Peak Fire and the Calf Canyon Fire;

Whereas, this disaster requires resources to minimize economic or physical harm and to take actions necessary to protect the public health, safety and welfare;

Whereas, the New Mexico Department of Homeland Security and Emergency Management ("NMDHSEM") has instituted a program for funding and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial emergency assistance from NMDHSEM for public projects; and

Whereas, the Governing Body recommends that an application be filed with NMDHSEM for a new Water Treatment Plant facility to provide a reliable water supply source.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference, and the filing of an application to NMDHSEM is hereby authorized.

1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, and the same is hereby ratified, approved and confirmed.
2. That the Application authorized by the Governing Body, be and the same is hereby approved and confirmed.
3. That the officers and employees of the governing Body are hereby directed and requested to submit the completed Application to the Board for its review and are further authorized to take such other action as may be requested by the Board in its consideration and review of the Application and to further proceed with arrangements for funding or financing the Project.
4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

5. This resolution shall take effect immediately upon its adoption.

BE IT FURTHER RESOLVED that the filing of an application to the NMDHSEM for funding is hereby authorized and that the City Manager is designated as the City of Las Vegas representative to act on behalf of this application and project.

This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this _____ day of September 2022.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

New Mexico Department of Homeland Security and Emergency Management
Mitigation Program - NOTICE OF INTEREST

Submit to DHSEM.mitigation@state.nm.us

Sub-applicant Name: _____

Type of Sub-applicant: (Select from list) DUNS Number: _____

Project Point of Contact: _____

Address: _____

Phone: _____ Email Address: _____

1. Provide a description of the proposed project or mitigation plan:
   (Attach additional pages as needed. If you are proposing a construction or land disturbance project, attach concept drawings and site plans)

_____

2. List the specific area affected by the project or plan:
   (Counties, City/Town, Tribal Entity, street address, etc.)

_____

3. List the natural hazard(s) that the project or plan mitigates:

_____

4. Total estimated project cost: _____
5. Is there at least 25% of the total project cost in non-federal match available? ○ YES ◉ NO
6. Is this proposed project covered by a FEMA approved hazard mitigation plan? ○ YES ◉ NO
7. What is the name of the FEMA approved hazard mitigation plan associated with this entity?

_____

8. Do you require state assistance to complete a Benefit Cost Analysis? ○ YES ◉ NO
   (*Construction and land disturbance projects only*)
9. This project will include a request for Sub-recipient Management Cost (Sub-MC). ○ YES ◉ NO
   Sub MC is 100% federal funding for management of the sub-grant agreement. Sub-MC is a maximum of 5% of the total project cost.

All information entered is true and correct.
This document is approved for submission by the governing body of the sub-applicant:

Name: _____ Title: _____

Signature: _____ _____

For questions or more information contact DHSEM.mitigation@state.nm.us or 505-476-9682

This document is not an application and does not constitute funding approval by DHSEM. Application development assistance will be provided by DHSEM upon review.

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 21, 2022

Date Submitted: 09/09/22 **Department:** Utilities

Item/Topic: Resolution No. 22-49 allowing staff to submit an application for funding through the New Mexico Department of Homeland Security and Emergency Management for a pre treatment system in the Gallinas Canyon.

Fiscal Impact: None

Attachments: Resolution No. 22-49, Mitigation Program-Notice of Interest

Committee Recommendation: This item will be discussed at the September 13, 2022 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-49

A RESOLUTION ALLOWING CITY STAFF TO SUBMIT A FUNDING APPLICATION TO THE NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR A PRE TREATMENT SYSTEM IN THE GALLINAS CANYON

Whereas, City of Las Vegas ("Governmental Unit") is a qualified entity and the City Council ("Government Body") has the authority to authorize public projects for benefit of the Governmental Unit; and

Whereas, on April 6, 2022 the U.S. Forest Service initiated a prescribed burn on federal land in the Santa Fe National forest in San Miguel County, New Mexico, when erratic winds were prevalent in the area that was also suffering from severe drought after many years of insufficient precipitation;

Whereas, on April 12, 2022, the prescribed burn, which became known as the "Hermit's Peak Fire", exceeded containment capabilities and became characterized as a wildfire;

Whereas, on April 29, 2022, the Calf Canyon Fire, also in San Miguel County, New Mexico, began burning on federal land;

Whereas, on April 27, 2022 the Hermit's Peak Fire and the Calf Canyon Fire merged;

Whereas, by May 2, 2022 the merged fire had grown causing evacuations in multiple villages and communities in San Miguel County;

Whereas, the merged fire resulted in loss of federal, state, local, tribal and private property including thousands of acres of the watershed for the Gallinas River;

Whereas, the Hermit's Peak Fire and the Calf Canyon Fire left a significant burn scar along the Gallinas River watershed, leaving thousands of acres of scorched forest, ash and fire debris;

Whereas, the large burn scars from the fires also present an additional risk of flooding for the City of Las Vegas;

Whereas, the substantial precipitation that has recently occurred caused flooding and large amounts of ash and other fire debris to be deposited into the Gallinas River;

Whereas, with each precipitation event in the Gallinas River watershed, large amounts of ash and other fire related debris, including trees and rocks, are deposited into the Gallinas River;

Whereas, the City of Las Vegas relies almost exclusively on water from the Gallinas River for its municipal water source;

Whereas, the large amounts of ash and turbidity in the Gallinas River have prevented the City from pulling water off the Gallinas River, as the City's municipal water treatment facility is not able to treat water containing such large amounts of turbidity;

Whereas, the City of Las Vegas has been severely impacted by the Hermit's Peak Fire and the Calf Canyon Fire;

Whereas, this disaster requires resources to minimize economic or physical harm and to take actions necessary to protect the public health, safety and welfare;

Whereas, the New Mexico Department of Homeland Security and Emergency Management ("NMDHSEM") has instituted a program for funding and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial emergency assistance from NMDHSEM for public projects; and

Whereas, the Governing Body recommends that an application be filed with NMDHSEM for a pre treatment system in the Gallinas Canyon to provide a reliable water supply source.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference, and the filing of an application to NMDHSEM is hereby authorized.

1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, and the same is hereby ratified, approved and confirmed.
2. That the Application authorized by the Governing Body, be and the same is hereby approved and confirmed.
3. That the officers and employees of the governing Body are hereby directed and requested to submit the completed Application to the Board for its review and are further authorized to take such other action as may be requested by the Board in its consideration and review of the Application and to further proceed with arrangements for funding or financing the Project.
4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

5. This resolution shall take effect immediately upon its adoption.

BE IT FURTHER RESOLVED that the filing of an application to the NMDHSEM for funding is hereby authorized and that the City Manager is designated as the City of Las Vegas representative to act on behalf of this application and project.

This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this _____ day of September 2022.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

New Mexico Department of Homeland Security and Emergency Management
Mitigation Program - NOTICE OF INTEREST

Submit to DHSEM.mitigation@state.nm.us

Sub-applicant Name: _____

Type of Sub-applicant: (Select from list) DUNS Number: _____

Project Point of Contact: _____

Address: _____

Phone: _____ Email Address: _____

1. Provide a description of the proposed project or mitigation plan:
   (Attach additional pages as needed. If you are proposing a construction or land disturbance project, attach concept drawings and site plans)

_____

2. List the specific area affected by the project or plan:
   (Counties, City/Town, Tribal Entity, street address, etc.)

_____

3. List the natural hazard(s) that the project or plan mitigates:

_____

4. Total estimated project cost: _____
5. Is there at least 25% of the total project cost in non-federal match available? ○ YES ◉ NO
6. Is this proposed project covered by a FEMA approved hazard mitigation plan? ○ YES ◉ NO
7. What is the name of the FEMA approved hazard mitigation plan associated with this entity?

_____

8. Do you require state assistance to complete a Benefit Cost Analysis? ○ YES ◉ NO
   (*Construction and land disturbance projects only*)
9. This project will include a request for Sub-recipient Management Cost (Sub-MC). ○ YES ◉ NO
   Sub MC is 100% federal funding for management of the sub-grant agreement. Sub-MC is a maximum of 5% of the total project cost.

All information entered is true and correct.
This document is approved for submission by the governing body of the sub-applicant:

Name: _____ Title: _____

Signature: _____ _____

For questions or more information contact DHSEM.mitigation@state.nm.us or 505-476-9682

This document is not an application and does not constitute funding approval by DHSEM. Application development assistance will be provided by DHSEM upon revie

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 21, 2022

Date Submitted: 09/09/22 **Department:** Utilities

Item/Topic: Resolution No. 22-50 allowing staff to submit an application for funding through the New Mexico Department of Homeland Security and Emergency Management for a pre treatment system at the Storrie Lake pump house.

Fiscal Impact: None

Attachments: Resolution No. 22-50, Mitigation Program-Notice of Interest

Committee Recommendation: This item will be discussed at the September 13, 2022 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-50

A RESOLUTION ALLOWING CITY STAFF TO SUBMIT A FUNDING APPLICATION TO THE NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR A PRE-TREATMENT SYSTEM AT THE STORRIE LAKE PUMP HOUSE

Whereas, City of Las Vegas ("Governmental Unit") is a qualified entity and the City Council ("Government Body") has the authority to authorize public projects for benefit of the Governmental Unit; and

Whereas, on April 6, 2022 the U.S. Forest Service initiated a prescribed burn on federal land in the Santa Fe National forest in San Miguel County, New Mexico, when erratic winds were prevalent in the area that was also suffering from severe drought after many years of insufficient precipitation;

Whereas, on April 12, 2022, the prescribed burn, which became known as the "Hermit's Peak Fire", exceeded containment capabilities and became characterized as a wildfire;

Whereas, on April 29, 2022, the Calf Canyon Fire, also in San Miguel County, New Mexico, began burning on federal land;

Whereas, on April 27, 2022 the Hermit's Peak Fire and the Calf Canyon Fire merged;

Whereas, by May 2, 2022 the merged fire had grown causing evacuations in multiple villages and communities in San Miguel County;

Whereas, the merged fire resulted in loss of federal, state, local, tribal and private property including thousands of acres of the watershed for the Gallinas River;

Whereas, the Hermit's Peak Fire and the Calf Canyon Fire left a significant burn scar along the Gallinas River watershed, leaving thousands of acres of scorched forest, ash and fire debris;

Whereas, the large burn scars from the fires also present an additional risk of flooding for the City of Las Vegas;

Whereas, the substantial precipitation that has recently occurred caused flooding and large amounts of ash and other fire debris to be deposited into the Gallinas River;

Whereas, with each precipitation event in the Gallinas River watershed, large amounts of ash and other fire related debris, including trees and rocks, are deposited into the Gallinas River;

Whereas, the City of Las Vegas relies almost exclusively on water from the Gallinas River for its municipal water source;

Whereas, the large amounts of ash and turbidity in the Gallinas River have prevented the City from pulling water off the Gallinas River, as the City's municipal water treatment facility is not able to treat water containing such large amounts of turbidity;

Whereas, the City of Las Vegas has been severely impacted by the Hermit's Peak Fire and the Calf Canyon Fire;

Whereas, this disaster requires resources to minimize economic or physical harm and to take actions necessary to protect the public health, safety and welfare;

Whereas, the New Mexico Department of Homeland Security and Emergency Management ("NMDHSEM") has instituted a program for funding and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial emergency assistance from NMDHSEM for public projects; and

Whereas, the Governing Body recommends that an application be filed with NMDHSEM for a pre treatment system at the Storrie Lake pump house to provide a reliable water supply source.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference, and the filing of an application to NMDHSEM is hereby authorized.

1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, and the same is hereby ratified, approved and confirmed.
2. That the Application authorized by the Governing Body, be and the same is hereby approved and confirmed.
3. That the officers and employees of the governing Body are hereby directed and requested to submit the completed Application to the Board for its review and are further authorized to take such other action as may be requested by the Board in its consideration and review of the Application and to further proceed with arrangements for funding or financing the Project.
4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

5. This resolution shall take effect immediately upon its adoption.

BE IT FURTHER RESOLVED that the filing of an application to the NMDHSEM for funding is hereby authorized and that the City Manager is designated as the City of Las Vegas representative to act on behalf of this application and project.

This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this _____ day of September 2022.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

New Mexico Department of Homeland Security and Emergency Management
Mitigation Program - NOTICE OF INTEREST

Submit to DHSEM.mitigation@state.nm.us

Sub-applicant Name: _____

Type of Sub-applicant: (Select from list) DUNS Number: _____

Project Point of Contact: _____

Address: _____

Phone: _____ Email Address: _____

1. Provide a description of the proposed project or mitigation plan:
   (Attach additional pages as needed. If you are proposing a construction or land disturbance project, attach concept drawings and site plans)

_____

2. List the specific area affected by the project or plan:
   (Counties, City/Town, Tribal Entity, street address, etc.)

_____

3. List the natural hazard(s) that the project or plan mitigates:

_____

4. Total estimated project cost: _____
5. Is there at least 25% of the total project cost in non-federal match available? ○ YES ◉ NO
6. Is this proposed project covered by a FEMA approved hazard mitigation plan? ○ YES ◉ NO
7. What is the name of the FEMA approved hazard mitigation plan associated with this entity?

_____

8. Do you require state assistance to complete a Benefit Cost Analysis? ○ YES ◉ NO
   (*Construction and land disturbance projects only*)
9. This project will include a request for Sub-recipient Management Cost (Sub-MC). ○ YES ◉ NO
   Sub MC is 100% federal funding for management of the sub-grant agreement. Sub-MC is a maximum of 5% of the total project cost.

All information entered is true and correct.
This document is approved for submission by the governing body of the sub-applicant:

Name: _____ Title: _____

Signature: _____ _____

For questions or more information contact DHSEM.mitigation@state.nm.us or 505-476-9682

This document is not an application and does not constitute funding approval by DHSEM. Application development assistance will be provided by DHSEM upon revie

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 21, 2022

Date Submitted: 09/09/22 **Department:** Utilities

Item/Topic: Resolution No. 22-51 allowing staff to submit an application for funding through the New Mexico Department of Homeland Security and Emergency Management for new generators at the Waste Water treatment plant.

Fiscal Impact: None

Attachments: Resolution No. 22-51, Mitigation Program-Notice of Interest

Committee Recommendation: This item will be discussed at the September 13, 2022 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-51

A RESOLUTION ALLOWING CITY STAFF TO SUBMIT A FUNDING APPLICATION TO THE NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR NEW GENERATORS AT THE WASTE WATER TREATMENT PLANT

Whereas, City of Las Vegas ("Governmental Unit") is a qualified entity and the City Council ("Government Body") has the authority to authorize public projects for benefit of the Governmental Unit; and

Whereas, the Waste Water treatment plant is an essential part of the City of Las Vegas sewer system;

Whereas, the Waste Water treatment plant has suffered power outages in the past;

Whereas, the Waste Water treatment plant is required to run 24 hours a day and has backup generators to do so for the health and safety of the community;

Whereas, the current generators at the Waste Water treatment plant do not meet the power requirement of the facility;

Whereas the generators need to be replace to ensure continuity of operations in the event of power outages;

Whereas, the New Mexico Department of Homeland Security and Emergency Management ("NMDHSEM") has instituted a program for funding and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial emergency assistance from NMDHSEM for public projects; and

Whereas, the Governing Body recommends that an application be filed with NMDHSEM for a new generators at the Waste Water treatment plant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference, and filing of an application to NMDHSEM is hereby authorized.

1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, and the same is hereby ratified, approved and confirmed.

2. That the Application authorized by the Governing Body, be and the same is hereby approved and confirmed.
3. That the officers and employees of the governing Body are hereby directed and requested to submit the completed Application to the Board for its review and are further authorized to take such other action as may be requested by the Board in its consideration and review of the Application and to further proceed with arrangements for funding or financing the Project.
4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.
5. This resolution shall take effect immediately upon its adoption.

BE IT FURTHER RESOLVED that the filing of an application to the NMDHSEM for funding is hereby authorized and that the City Manager is designated as the City of Las Vegas representative to act on behalf of this application and project.

This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this _____ day of September 2022.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

New Mexico Department of Homeland Security and Emergency Management
Mitigation Program - NOTICE OF INTEREST

Submit to DHSEM.mitigation@state.nm.us

Sub-applicant Name: _____

Type of Sub-applicant: (Select from list) DUNS Number: _____

Project Point of Contact: _____

Address: _____

Phone: _____ Email Address: _____

1. Provide a description of the proposed project or mitigation plan:
   (Attach additional pages as needed. If you are proposing a construction or land disturbance project, attach concept drawings and site plans)

_____

2. List the specific area affected by the project or plan:
   (Counties, City/Town, Tribal Entity, street address, etc.)

_____

3. List the natural hazard(s) that the project or plan mitigates:

_____

4. Total estimated project cost: _____
5. Is there at least 25% of the total project cost in non-federal match available? ○ YES ◉ NO
6. Is this proposed project covered by a FEMA approved hazard mitigation plan? ○ YES ◉ NO
7. What is the name of the FEMA approved hazard mitigation plan associated with this entity?

_____

8. Do you require state assistance to complete a Benefit Cost Analysis? ○ YES ◉ NO
   (*Construction and land disturbance projects only*)
9. This project will include a request for Sub-recipient Management Cost (Sub-MC). ○ YES ◉ NO
   Sub MC is 100% federal funding for management of the sub-grant agreement. Sub-MC is a maximum of 5% of the total project cost.

All information entered is true and correct.
This document is approved for submission by the governing body of the sub-applicant:

Name: _____ Title: _____

Signature: _____ _____

For questions or more information contact DHSEM.mitigation@state.nm.us or 505-476-9682

This document is not an application and does not constitute funding approval by DHSEM. Application development assistance will be provided by DHSEM upon revie

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: 9/21/2022

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

Item/Topic: Approval of Resolution 22-39. The City of Las Vegas is in need of making a budget adjustment in the 2022-23 fiscal year budget to include an increase to expense for Fund 217 Special Legislative Appn, (ALTSD # A20E5281) in the amount of $181,923, a decrease to Fund 217 Special Legislative Appn, (Riverwalk Construction – E2692) in the amount of $5,261, an increase in expense to Fund 217 Special Legislative Appn, (LV Park Improvements) in the amount of $64,943, an increase to rev/exp to Fund 217 Special Legislative Appn, (El Creston Park – 22-ZG9109) in the amount of $100,000, an increase to rev/exp to Fund 106 (Santa in the Park) in the amount of $5,000, an increase to rev/exp in Fund 101-4800 (GF - PD) in the amount of $50,601, a rev/exp decrease to State E-911 Enhancement Fund 294 in the amount of $26,976.00, an increase to rev/exp to Fund 282 (Senior Center) in the amount of $35,263, a transfer of budget from Comm. Dev. to Executive in the amount of $29,620, a rev/exp increase to Fund 217 Special Legislative Appn (Lincoln Park Improv. – 22-G2967) in the amount of $65,000, an expense increase to Fund 610 Waste Water in the amount of $600,000, an expense increase to Fund 613 Waste Water Const. in the amount of $300,000, an expense increase to Fund 620 Gas in the amount of $600,000, an expense increase to Fund 627 Gas Const. in the amount of $700,000, an expense increase to Fund 630 in the amount of $300,000, an expense increase to Fund 633 in the amount of $350,000, an expense increase to Fund 640 Water in the amount of $200,000, an expense increase to Fund 640 Water Dist. in the amount of $500,000, an expense increase to Fund 647 Water Acquisition in the amount of $500,000 and a rev/exp increase to Fund 241 Seizure/Donations in the amount of $7,345 and a transfer of budget from Comm. Dev.to Code Enforcement in the amount of $231,587.

Fiscal Impact: The Special Legislative Appn. will have a budget increase of $181,923, decrease of $5,261 and increase of $64,943. Special Legislative Appn, (El Creston Park – 22-ZG9109) will have a rev/exp increase of $100,000. Santa in the Park will have a rev/exp increase of $5,000. General Fund will have a rev/exp increase in the amount of $50,601. State E-911 Enhancement will have a rev/exp decrease in the amount of $26,976. Senior Center will have a rev/exp increase in the amount of $35,263. Transfer $29,620.00 from Community Development 101-4700 to Executive 101-4230. Special Legislative Appn (Lincoln Park22-G2967) will have a rev/exp increase of $65,000. Enterprise will have an increase to expense to Waste Water in the amount of $600,000, an increase to expense to Gas Construction in the amount of $300,000, an increase to expense to Natural Gas in the amount of $600,000, an increase to expense to Gas Construction in the amount of $700,000, an increase to increase to Solid Waste in the amount of $300,000, an increase to expense to Solid Waste Construction in the amount of $350,000, an increase to expense to Water in the amount of $200,000, an increase to expense to Water Dist. in the amount of $500,000. an expense increase to Water Acquisition in the amount of $500,000 Seizure/Donations will have a rev/exp in the amount of $7,345 and a transfer of budget from Comm. Dev.to Code Enforcement in the amount of $231,587 in the 2022-2023 fiscal year.

Attachments: Resolution No. 22-39, Budget Adjustment Request and support to BAR

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

Revised October 2020

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-39

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

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

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

WHEREAS, the City of Las Vegas is in need of making a budget adjustment in the 2022-23 fiscal year budget to include an increase to expense for Fund 217 Special Legislative Appn, (ALTSD # A20E5281) in the amount of $181,923, a decrease to Fund 217 Special Legislative Appn, (Riverwalk Construction – E2692) in the amount of $5,261, an increase in expense to Fund 217 Special Legislative Appn, (LV Park Improvements) in the amount of $64,943, an increase to rev/exp to Fund 217 Special Legislative Appn, (El Creston Park – 22-ZG9109) in the amount of $100,000, an increase to rev/exp to Fund 106 (Santa in the Park) in the amount of $5,000, an increase to rev/exp in Fund 101-4800 (GF - PD) in the amount of $50,601, a rev/exp decrease to State E-911 Enhancement Fund 294 in the amount of $26,976.00, an increase to rev/exp to Fund 282 (Senior Center) in the amount of $35,263, a transfer of budget from Comm. Dev. to Executive in the amount of $29,620, a rev/exp increase to Fund 217 Special Legislative Appn. (Lincoln Park Improv. – 22-G2967) in the amount of $65,000, an expense increase to Fund 610 Waste Water in the amount of $600,000, an expense increase to Fund 613 Waste Water Const. in the amount of $300,000, an expense increase to Fund 620 Gas in the amount of $600,000, an expense increase to Fund 627 Gas Const. in the amount of $700,000, an expense increase to Fund 630 in the amount of $300,000, an expense increase to Fund 633 in the amount of $350,000, an expense increase to Fund 640 Water in the amount of $200,000, an expense increase to Fund 640 Water Dist. in the amount of $500,000, an expense increase to Fund 647 Water Acquisition in the amount of $500,000, a rev/exp increase to Fund 241 Seizure/Donations in the amount of $7,345 and a transfer of budget from Comm. Dev.to Code Enforcement in the amount of $231,587

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

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

ACCEPTED AND APPROVED this day _____ of September 2022.

_____
Mayor Louie A. Trujillo

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

CITY OF LAS VEGAS
RESOLUTION # 22-39
BUDGET ADJUSTMENT REQUEST
FISCAL YEAR 2023 as of September 21, 2022

RESOLUTION # 22-39	TYLER	DFA	DESCRIPTION	REVENUE	EXPENDITURES	
Special Appropriations	217-0000-780-8117	217-30300-2002-58020	ALTSD # A20E5281		$ 181,923.00	
Special Appropriations	217-0000-780-8090	217-30300-2002-58010	Riverwalk Construction - E2692		$ (5,261.00)	
Special Appropriations	217-0000-780-8098	217-30300-2002-58040	LV Parks Improvements		$ 64,943.00	$ 241,605.00
Special Appropriations	217-0000-430-5493	217-30300-0001-47300	El Creston Park - 22-ZG9109	$ 100,000.00		
Special Appropriations	217-0000-780-8142	217-30300-2002-58999	El Creston Park - 22-ZG9109		$ 100,000.00	
Donations- Santa in the Park	106-0000-450-5506	106-29900-0001-46900	Santa in the Park	$ 5,000.00		
Donations- Santa in the Park	106-0000-700-7542	106-29900-2002-57999	Santa in the Park		$ 5,000.00	
General Fund	101-0000-100-1101	101-11000-0001-10101	Cash - General Fund	$ 27,514.00		UNBUDGETED CASH BALANCE
General Fund - Police Dept.	101-4800-450-5504	101-11000-0001-46060	Reimbursements / Refunds	$ 23,087.00		
General Fund - Police Dept.	101-4800-710-8007	101-11000-3001-58080	Vehicles		$ 50,601.00	
Enhanced 911	294-0000-430-5303	294-20700-0001-47080	State E-911 Enhancement	$ (26,976.00)		
Enhanced 911	294-0000-740-7115	294-20700-3005-56999	Grants Materials		$ (41,275.00)	
Enhanced 911	294-0000-740-7202	294-20700-3005-53030	Travel Expense		$ (2,789.00)	
Enhanced 911	294-0000-740-7203	294-20700-3005-57050	Traning/Seminars		$ 2,050.00	
Enhanced 911	294-0000-740-7305	294-20700-3005-53030	Other Professional Services		$ 17,453.00	
Enhanced 911	294-0000-740-7523	294-20700-3005-56040	Furn & Equip < 1000		$ (2,415.00)	
Senior Center	282-6200-550-5794	282-21900-0001-47699	Fed Rev- FFCRA/Cares/ARPA	$ 35,263.00		
Senior Center	282-6200-750-7127	282-21900-4008-56060	Home Delivered Supplies		$ 15,263.00	
Senior Center	282-6200-750-7128	282-21900-4008-57999	Raw Food		$ 20,000.00	
Executive	101-4230-700-6339	101-11000-2001-51020	Total FTE		$ 24,582.00	
Executive	101-4230-700-6909	101-11000-2001-52010	Social Secirity FICA		$ 1,524.00	
Executive	101-4230-700-6910	101-11000-2001-52011	Social Secirity Medicare		$ 357.00	
Executive	101-4230-700-6912	101-11000-2001-52020	Retirement Pera		$ 2,409.00	
Executive	101-4230-700-6915	101-11000-2001-52100	Worker's Comp		$ 90.00	
Executive	101-4230-700-6918	101-11000-2001-52021	RHCA		$ 492.00	
Executive	101-4230-700-6914	101-11000-2001-52090	Unemployment		$ 118.00	
Executive	101-4230-700-6913	101-11000-2001-52030	Medical Is./Life Ins		$ 48.00	
Community Development	101-4700-700-6339	101-11000-2014-51020	Total FTE		$ (24,582.00)	
Community Development	101-4700-700-6909	101-11000-2014-52010	Social Secirity FICA		$ (1,524.00)	
Community Development	101-4700-700-6910	101-11000-2014-52011	Social Secirity Medicare		$ (357.00)	
Community Development	101-4700-700-6912	101-11000-2014-52020	Retirement Pera		$ (2,409.00)	
Community Development	101-4700-700-6915	101-11000-2014-52100	Worker's Comp		$ (90.00)	
Community Development	101-4700-700-6918	101-11000-2014-52021	RHCA		$ (492.00)	
Community Development	101-4700-700-6914	101-11000-2014-52090	Unemployment		$ (118.00)	
Community Development	101-4700-700-6913	101-11000-2014-52030	Medical Is./Life Ins		$ (48.00)	$ -
Special Appropriations	217-0000-430-5473	217-30300-0001-47300	Lincoln Park Improv 22-G2967	$ 65,000.00		
Special Appropriations	217-0000-780-8073	217-30300-2002-58040	Lincoln Park Improv 22-G2967		$ 65,000.00	
Waste Water	610-0000-100-1103	610-50300-0001-10101	Cash -Waste Water	$ 600,000.00		
Waste Water	610-0000-650-8010	610-50300-6005-58999	System Upgrade		$ 600,000.00	UNBUDGETED CASH BALANCE

Waste Water Construction	613-0000-100-1103	613-50300-0001-10102	Cash-Waste Water Construction	$ 300,000.00			
Waste Water Construction	613-0000-650-7407	613-50300-6005-54999	Maint of System		$ 300,000.00	UNBUDGETED CASH BALANCE	
Natural Gas	620-0000-100-1103	620-51700-0001-10101	Cash-Natural Gas	$ 600,000.00			
Natural Gas	620-0000-610-7407	620-51700-6002-54999	Maint of System		$ 600,000.00	UNBUDGETED CASH BALANCE	
Gas Construction	627-0000-100-1103	627-51700-0001-10101	Cash-Gas Construction	$ 700,000.00			
Gas Construction	627-0000-650-8010	627-51700-6002-58999	System Upgrade		$ 700,000.00	UNBUDGETED CASH BALANCE	
Solid Waste	630-0000-100-1103	630-50200-0001-10101	Cash-Solid Waste	$ 300,000.00			
Solid Waste	630-0000-619-7407	630-50200-6004-54999	Maint of System		$ 300,000.00	UNBUDGETED CASH BALANCE	
Solid Waste Construction	633-0000-100-1103	633-53100-0001-10102	Cash- Solid Waste Construction	$ 350,000.00			
Solid Waste Construction	633-0000-650-8003	633-50200-6004-58040	Buildings,Struct & Land		$ 350,000.00	UNBUDGETED CASH BALANCE	
Water	640-0000-100-1103	640-50100-0001-10101	Cash-Water	$ 200,000.00			
Water	640-0000-610-7407	640-50100-6003-54999	Maint of System		$ 200,000.00	UNBUDGETED CASH BALANCE	
Cash-Water	640-0000-100-1103	640-50100-0001-10101	Cash-Water	$ 500,000.00			
Maint of System	640-5700-610-7407	640-50100-6003-54999	Maint of System		$ 500,000.00	UNBUDGETED CASH BALANCE	
Water Acquistions / Right	647-0000-100-1103	647-50100-0001-10101	Cash - Water Acquistions / Right	$ 500,000.00			
Water Acquistions / Right	647-0000-610-7305	647-50100-6003-55030	Other Professional Services		$ 500,000.00	UNBUDGETED CASH BALANCE	
Seizure/Donations	241-0000-450-5567	241-29900-0001-45990	Seizure/Donations	$ 7,345.00			
Equipment	241-0000-710-8004	241-29900-2002-58020	Equipment		$ 7,345.00		
Code Enforcement	101-4810-710-6349	101-11000-3004-51020	Total FTE		$ 172,723.00		
Code Enforcement	101-4810-710-6909	101-11000-3004-52010	Social Secirity FICA		$ 10,709.00		
Code Enforcement	101-4810-710-6910	101-11000-3004-52011	Social Secirity Medicare		$ 2,504.00		
Code Enforcement	101-4810-710-6912	101-11000-3004-52020	Retirement Pera		$ 16,926.00		
Code Enforcement	101-4810-710-6913	101-11000-3004-52030	Medical Is./Life Ins		$ 18,376.00		
Code Enforcement	101-4810-710-6914	101-11000-3004-52090	Unemployment		$ 443.00		
Code Enforcement	101-4810-710-6915	101-11000-3004-52100	Worker's Comp		$ 195.00		
Code Enforcement	101-4810-710-6916	101-11000-3004-52110	State Worker's Comp		$ 36.80		
Code Enforcement	101-4810-710-6918	101-11000-3004-52021	RHCA		$ 2,252.00		
Code Enforcement	101-4810-710-6920	101-11000-3004-52050	Dental Insurance		$ 783.00		
Code Enforcement	101-4810-710-6921	101-11000-3004-52060	Vision		$ 139.00		
Community Development	101-4700-700-6339	101-11000-2014-51020	Total FTE		$ (172,723.00)		
Community Development	101-4700-700-6909	101-11000-2014-52010	Social Secirity FICA		$ (10,709.00)		
Community Development	101-4700-700-6910	101-11000-2014-52011	Social Secirity Medicare		$ (2,504.00)		
Community Development	101-4700-700-6912	101-11000-2014-52020	Retirement Pera		$ (16,926.00)		
Community Development	101-4700-700-6913	101-11000-2014-52030	Medical Is./Life Ins		$ (18,376.00)		
Community Development	101-4700-700-6914	101-11000-2014-52090	Unemployment		$ (443.00)		
Community Development	101-4700-700-6915	101-11000-2014-52100	Worker's Comp		$ (195.00)		
Community Development	101-4700-700-6916	101-11000-2014-52110	State Worker's Comp		$ (36.80)		
Community Development	101-4700-700-6918	101-11000-2014-52021	RHCA		$ (2,252.00)		
Community Development	101-4700-780-6920	101-11000-2014-52050	Dental Insurance		$ (783.00)		
Community Development	101-4700-780-6921	101-11000-2014-52060	Vision		$ (139.00)	$	(0.00)
			TOTAL	$ 4,286,233.00	$ 4,527,838.00	$	241,605.00

FISCAL YEAR 2021 - 2022
RESOLUTION 22-01

Account	Name	Status	Type	Fund	Original Budget	Budget Adjustment	Current Budget	Activity	Encumbrances	Reserves	Budget Remaining
217-0000-430-5487	ALTSD # A20E5279	Active	Revenue	217	-	(1,135,700.00)	(1,135,700.00)	-	-	-	(1,135,700.00)
217-0000-430-5488	ALTSD # A20E5281	Active	Revenue	217	-	(225,000.00)	(225,000.00)	-	-	-	(225,000.00)
217-0000-430-5489	ALTSD # A20E5280	Active	Revenue	217	-	(50,000.00)	(50,000.00)	-	-	-	(50,000.00)
217-0000-430-5490	ALTSD # A20E5278	Active	Revenue	217	-	(315,000.00)	(315,000.00)	-	-	-	(315,000.00)
217-0000-780-8116	ALTSD # A20E5279	Active	Expense	217	-	1,135,700.00	1,135,700.00	-	-	-	1,135,700.00
217-0000-780-8117	ALTSD # A20E5281	Active	Expense	217	-	225,000.00	225,000.00	-	-	-	225,000.00
217-0000-780-8118	ALTSD # A20E5280	Active	Expense	217	-	50,000.00	50,000.00	-	-	-	50,000.00
217-0000-780-8119	ALTSD # A20E5278	Active	Expense	217	-	315,000.00	315,000.00	-	-	-	315,000.00
					0.00	0.00	0.00	0.00	0.00	0.00	0.00

FISCAL YEAR 2022 - 2023

Account	Name	Status	Type	Fund	Original Budget	Budget Adjustment	Current Budget	Activity	Encumbrances	Reserves	Budget Remaining
217-0000-430-5487	ALTSD # A20E5279	Active	Revenue	217	(1,135,700.00)	-	(1,135,700.00)	-	-	-	(1,135,700.00)
217-0000-430-5488	ALTSD #A20E5281	Active	Revenue	217	(225,000.00)	-	(225,000.00)	-	-	-	(225,000.00)
217-0000-430-5489	ALTSD # A20E5280	Active	Revenue	217	(50,000.00)	-	(50,000.00)	-	-	-	(50,000.00)
217-0000-430-5490	ALTSD # A20E5278	Active	Revenue	217	(315,000.00)	-	(315,000.00)	-	-	-	(315,000.00)
217-0000-780-8116	ALTSD # A20E5279	Active	Expense	217	1,135,700.00	-	1,135,700.00	-	204,605.65	-	931,094.35
217-0000-780-8117	ALTSD # A20E5281	Active	Expense	217	43,077.00	-	43,077.00	-	-	224,790.90	(181,713.90)
217-0000-780-8118	ALTSD # A20E5280	Active	Expense	217	50,000.00	-	50,000.00	-	4,814.10	-	45,185.90
217-0000-780-8119	ALTSD # A20E5278	Active	Expense	217	315,000.00	-	315,000.00	-	-	-	315,000.00
					-181,923.00	0.00	-181,923.00	0.00	209,419.75	224,790.90	-616,133.65

FISCAL YEAR 2022 - 2023

Account	Name	Status	Type	Fund	Original Budget	Budget Adjustment	Current Budget	Activity	Encumbrances	Reserves	Budget Remaining
217-0000-780-8090	RIVERWALK CONSTRUCTION - E2692	Active	Expense	217	188,070.00	-	188,070.00	-	55,936.50	-	132,133.50
					188,070.00	0.00	188,070.00	0.00	55,936.50	0.00	132,133.50

Post Date	Packet	Description	Amount	Module	Period	Vendor Name	Source Transactio	Source Packet	Date Created
11/30/2021	GLPKT34615	FREIGHT	4,450.00	Accounts Payable	November	SITESCAPES, IN	Item - 74496020	POPKT06634	12/02/2021
11/30/2021	GLPKT34615	STEEL ALUMINU	815.87	Accounts Payable	November	SITESCAPES, IN	Item - 74496020	POPKT06634	12/02/2021
			5,265.87						

		S/B
Budgeted Amount	188,070.00	188,075.00
Less prior year exp. (Notice of Obligation # 3)	(5,261.00)	(5,266.00)
Correct Budget Amount	182,809.00	182,809.00

FISCAL YEAR 2021 - 2022

Account	Name	Status	Type	Fund	Original Budget	Budget Adjustment	Current Budget	Activity	Encumbrances	Reserves	Budget Remaining
217-0000-780-8098	LV PARKS IMPROVEMENTS D3157	Active	Expense	217	66,029.00	-	66,029.00	-	-	-	66,029.00
					66,029.00	0.00	66,029.00	0.00	0.00	0.00	66,029.00

FISCAL YEAR 2022 - 2023

Account	Name	Status	Type	Fund	Original Budget	Budget Adjustment	Current Budget	Activity	Encumbrances	Reserves	Budget Remaining
217-0000-780-8098	LV PARKS IMPROVEMENTS D3157	Active	Expense	217	1,086.00	-	1,086.00	-	-	64,943.88	(63,857.88)
					1,086.00	0.00	1,086.00	0.00	0.00	64,943.88	-63,857.88

S/B	66,029.00
Actual	(1,086.00)
Increase	64,943.00

Agreement / Contract
No. 3889-22
City of Las Vegas
Date

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

APPROPRIATION RECIPIENT:

City of Las Vegas

APPROPRIATION NUMBER:	APPROPRIATION AMOUNT:	REVERSION DATE:
22-ZG9109	$100,000	June 30, 2023

APPROPRIATION LANGUAGE

One hundred thousand dollars ($100,000) to renovate Creston Park in Las Vegas. Funds unexpended by June 30th, 2023, will be reverted to the State of New Mexico's general fund.

APPROPRIATION REIMBURSMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 14th, 2023. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that City of Las Vegas

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

Appropriation Recipient Representative — Date: 6/3/22

Appropriation Recipient CFO — Date: 6/9/2022

APPROVAL

In in accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 22-ZG9109 in the amount of $100,000.

DocuSigned by:
Donnie Quintana
[redacted]

Donnie Quintana
Director, Local Government Division

6/7/2022
Date

City of Las Vegas
Santa in the Park
Fiscal Year 2022

Account	Name	Status	Type	Fund	Original Budget	Budget Adjustment	Current Budget	Activity	Budget Remaining
106-0000-450-5506	DONATIONS - SANTA IN PARK	Active	Revenue	106	0	(4,001.00)	(4,001.00)	(2,500.00)	(1,501.00)
106-0000-700-7542	SPECIAL EVENTS	Active	Expense	106	0	4,001.00	4,001.00	4,000.74	0.26
					0.00	0.00	0.00	0.00	-1,500.74

This is what was budgeted for fiscal year 2022 and nothing was budgeted for 2023

CITY OF LAS VEGAS NEW MEXICO

Dominic Chavez <dchavez@lasvegasnm.gov>

Re: PD Auto Loss

1 message

June Tafoya-Cordova <jtafoya@lasvegasnm.gov> Tue, Aug 9, 2022 at 10:29 AM
To: Desaree Ortiz <dortiz@lasvegasnm.gov>
Cc: Dominic Chavez <dchavez@lasvegasnm.gov>, Antonio Salazar <asalazar@lasvegasnm.gov>

Thank you Desaree, this is exactly what is needed.

Dominic, please place these funds into the 101.4800.710.8007 VEHICLE line item for FY23.

Should you have any questions or require additional information please contact me.

Thank you,

June Tafoya
Financial Specialist
City of Las Vegas, NM
Police Department
Phone (505)425-7504 ext. 3115
Fax (505)425-6346
jtafoya@lasvegasnm.gov

On Tue, Aug 9, 2022 at 10:04 AM Desaree Ortiz <dortiz@lasvegasnm.gov> wrote:

> Good Morning Dominic and June,
>
> Attached you will find the backup that was requested for the PD Auto Loss payments I hope this is what you are looking for if you have questions or need anything further please do not hesitate to contact me.
>
> Thank you, have a great day
> Desaree
>
> --
>
> **Desaree E. Ortiz**
>
> **Personnel/ Risk Management**
>
> **City of Las Vegas**
>
> **Human Resource**
>
> 1700 N Grand Avenue Las Vegas NM 87701
>
> 505-454-1401
>
> dortiz@lasvegasnm.gov
>
> The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours
>
> **The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours**

City of Las Vegas
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov
Mayor Louie A. Trujillo

To: Eleanor Duran, General Accountant
Darlene Martinez, General Accountant

From: Desaree Ortiz
Desaree Ortiz, Personnel Risk Management Officer

Date: April 26, 2022

RE: Check No.806169
Claim No. 2022028978

Attached you will find a Check No.806169 addressed to the City of Las Vegas from the New Mexico Self Insurers Fund in the amount of $9,427.00 for the above-mentioned claim.

This is for the damages sustained to the above-referenced police unit the vehicle was deemed a total loss by the New Mexico Self Insurers Fund and is in the process of being sold as a salvage vehicle. Please deposit the check into Line Item No. 101-4800-450-5504.

Please feel free to contact me if you have any questions or concerns

Please feel free to contact me if you have any questions or concerns. Thank you.

Attachments: Check No. 806169

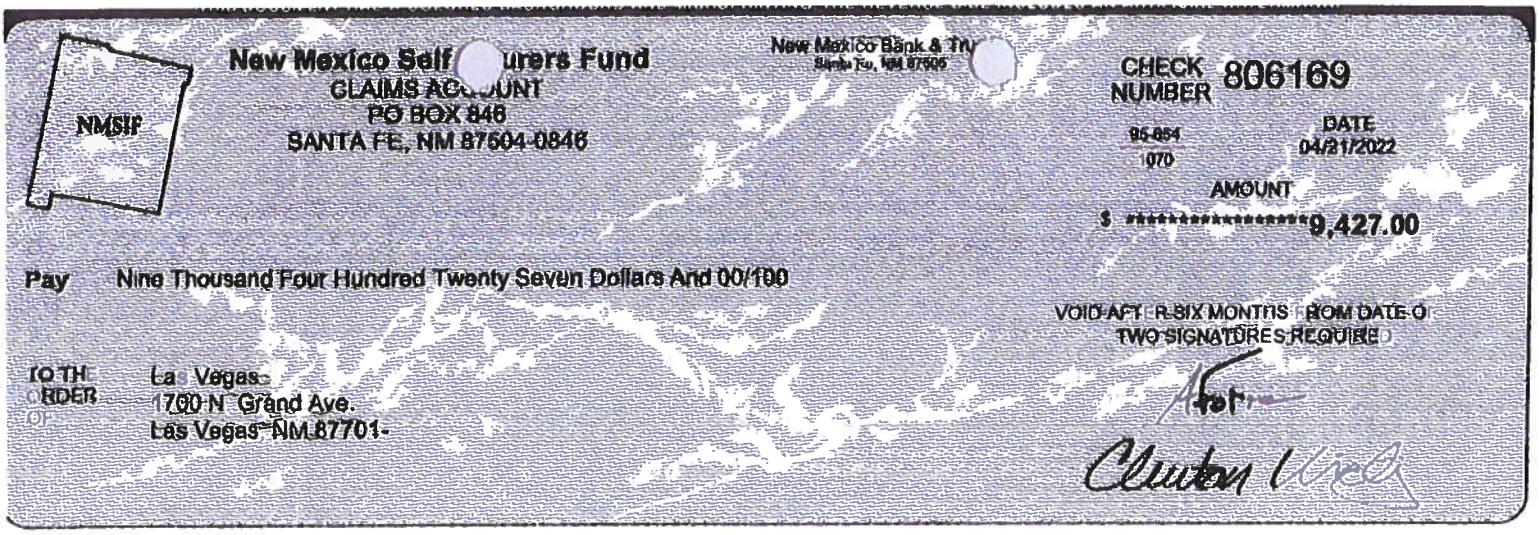
xc: Police Department
File

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4



[redacted]

Company: NEW MEXICO SEL F INSURER'S FUND
Payee: Las Vegas
IRS/SSN: 856000149
Examiner: BHECKLER

Check Number: 806169
Check Total: 9,427.00
Check Date: 04/21/2022

Incident Date	Account Number From	Through	Claim Number Invoice #	Claimant Name	Description	Amount
10/31/2021	9996941595 10/31/2021	10/31/2021	2022028978	City of Las Vegas	Collision - APD	9,427.00

City of Las Vegas
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov
Mayor Louie A. Trujillo

To: Eleanor Duran, General Accountant
Darlene Martinez, General Accountant

From: Desaree Ortiz
Desaree Ortiz, Personnel Risk Management Officer

Date: April 26, 2022

RE: Check No.805987
Claim No. 2022029202

Attached you will find a Check No.805987addressed to the City of Las Vegas from the New Mexico Self Insurers Fund in the amount of $10,661.66 for the above-mentioned claim.

This is for the damages sustained to the above-referenced police unit the vehicle was deemed a total loss by the New Mexico Self Insurers Fund and is in the process of being sold as a salvage vehicle. Please deposit the check into Line Item No. 101-4800-450-5504.

Please feel free to contact me if you have any questions or concerns

Please feel free to contact me if you have any questions or concerns. Thank you.

Attachments: Check No. 805987

xc: Police Department
File

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK

NMSIF

New Mexico Self Insurers Fund
CLAIMS ACCOUNT
PO BOX 848
SANTA FE, NM 87504-0848

New Mexico Bank & Trust
Santa Fe, NM 87504

CHECK NUMBER 805987

96-8
1070

DATE
04/14/2022

AMOUNT
$ **********10,661.66

Pay Ten Thousand Six Hundred Sixty One Dollars And 66/100

VOID AFTER SIX MONTHS FROM DATE OF
TWO SIGNATURES REQUIRED

TO THE ORDER OF
City of Las Vegas
1700 N. Grand Ave
Las Vegas NM 87701

[redacted]

Company: NEW MEXICO SELF INSURER'S FUND
Payee: City of Las Vegas
IRS/SSN:
Examiner: BHECKLER

Check Number: 805987
Check Total: 10,661 66
Check Date: 04/14/2022

Incident Date	Account Number From	Through	Claim Number Invoice #	Claimant Name	Description	Amount
09/26/2021	9996941595 04/13/2022	04/13/2022	2022029202	City of Las Vegas	Collision - APD	10,661.66

Copy

City of Las Vegas
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov
Mayor Louie A. Trujillo

To: Eleanor Duran, General Accountant
Darlene Martinez, General Accountant

From: Desaree Ortiz
Desaree Ortiz, Personnel Risk Management Officer

Date: May 4, 2022

RE: Check No.806298
Claim No.2021028191

Attached you will find a Check No. addressed to the City of Las Vegas from the New Mexico Self Insurers Fund in the amount of $7,425.00 for the above-mentioned claim.

This is for the damages sustained to the above-referenced police unit; the vehicle was deemed a total loss by the New Mexico Self Insurers Fund and is in the process of being sold as a salvage vehicle. Please deposit the check into Line Item No. 101-4800-450-5504.

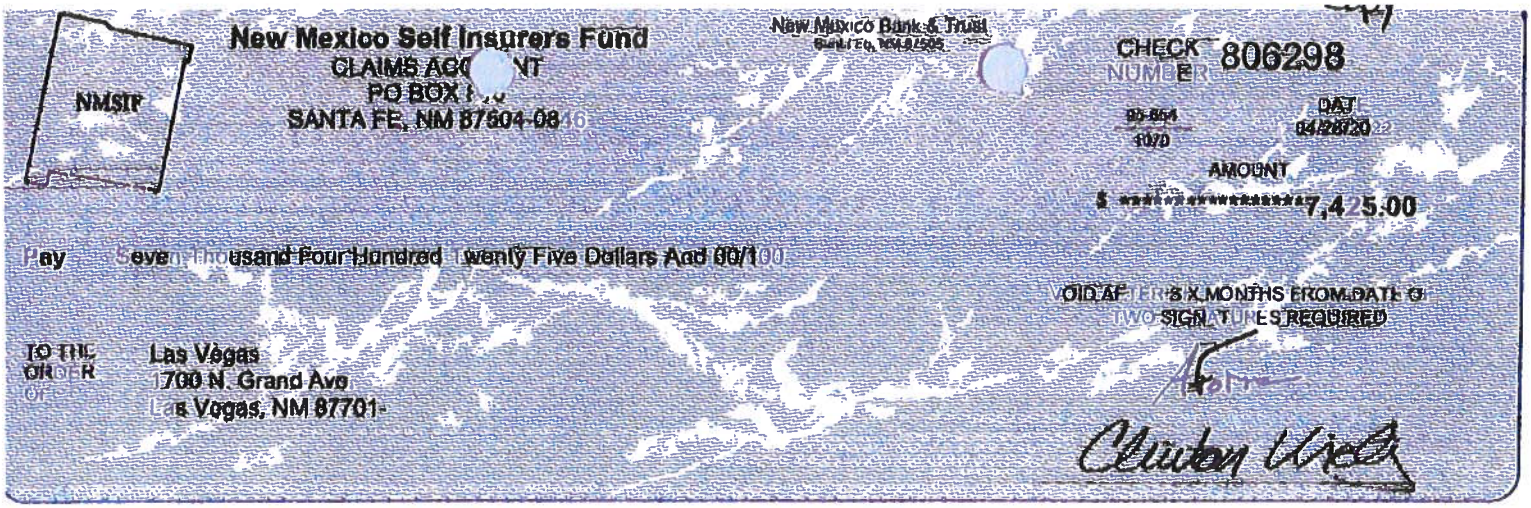
Please feel free to contact me if you have any questions or concerns

Please feel free to contact me if you have any questions or concerns. Thank you.

Attachments: Check No.806298

xc: Police Department
File

David Ulibarri, Councilor Ward 1
Michael Montoya, Councilor Ward 2
Barbara Casey, Councilor Ward 3
David G. Romero, Councilor Ward 4



[redacted]

Company: NEW MEXICO SELF INSURER'S FUND
Payee: Las Vegas
IRS/SSN: 856000149
Examiner: BHECKLER

Check Number: 806298
Check Total: 7,425.00
Check Date: 04/28/2022

Incident Date	Account Number From	Through	Claim Number Invoice #	Claimant Name	Description	Amount
04/08/2021	9996941595 04/12/2022	04/12/2022	2021028191	City of Las Vegas 12114	Collision - APD	7,425.00

City of Las Vegas
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegas
Mayor Louie A. Trujillo

To: Eleanor Duran, General Accountant
Darlene Martinez, General Accountant

From: Desaree Ortiz
Desaree Ortiz, Personnel Risk Management Officer

Date: July 7, 2022

RE: Check No. 807652
Claim No.2022029203

Attached you will find a Check No. addressed to the City of Las Vegas from the New Mexico Self Insurers Fund in the amount of $23,087.00for the above-mentioned claim.

This is for the damages sustained to the above-referenced police unit; the vehicle was deemed a total loss by the New Mexico Self Insurers Fund and is in the process of being sold as a salvage vehicle. Please deposit the check into Line Item No. 101-4800-450-5504.

Please feel free to contact me if you have any questions or concerns

Please feel free to contact me if you have any questions or concerns. Thank you.

Attachments: Check No.807652

xc: Police Department
File

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

NMSIF

New Mexico Self Insur[illegible] Fund
CLAIMS ACCOUNT
PO BOX 846
SANTA FE, NM 87504-0846

N[illegible]w Mexico Bank & [illegible]rust
S[illegible]a Fe, NM 87[illegible]

CHECK NUMBER 807652

DATE 06/28/2022

AMOUNT
$**********23,087.00

Pay Twenty Three Thousand Eighty Seven Dollars And 00/100

VOID AFTER SIX MONTHS FROM DATE OF ISSUE UNLESS OTHERWISE REQUIRED

TO THE ORDER OF
City of Las Vegas
1700 N. Grand Ave.
Las Vegas, NM 87701-

[redacted]

Company: NEW MEXICO SELF INSURER'S FUND
Payee: City of Las Vegas
IRS/SSN:
Examiner: BRECKLER

Check Number: 807652
Check Total: 23,087.00
Check Date: 06/28/2022

Incident Date	Account Number From	Through	Claim Number Invoice #	Claimant Name	Description	Amount
12/19/2021	9996941595 06/28/2022	06/28/2022	2022029203	City of Las Vegas	Collision - APD	23,087.00

Account	Name	Type	Fund	Original Budget	Budget Adjustments	Current Budget
294-0000-430-5303	STATE E-911 ENHANCEMENT	Revenue	294	-521209	1799	-519410
294-0000-740-7305	OTHER PROFESSIONAL SERV	Expense	294	400	242	642
294-0000-740-7523	FURN & EQUP <1000	Expense	294	4000	2415	6415
294-0000-740-7202	TRAVEL EXPENSE	Expense	294	6000	2789	8789
294-0000-740-7203	TRAINING/SEMINARS	Expense	294	7500	-2050	5450
294-0000-740-7115	GRANT MATERIALS	Expense	294	503309	-5195	498114

REVENUE -519410
EXPENSE 519410

294-0000-430-5303	STATE E-911 ENHANCEMENT	Revenue	294	-521209	1799	-492434
294-0000-740-7305	OTHER PROFESSIONAL SERV	Expense	294	400	242	18095
294-0000-740-7523	FURN & EQUP <1000	Expense	294	4000	2415	4000
294-0000-740-7202	TRAVEL EXPENSE	Expense	294	6000	2789	6000
294-0000-740-7203	TRAINING/SEMINARS	Expense	294	7500	-2050	7500
294-0000-740-7115	GRANT MATERIALS	Expense	294	503309	-5195	456839

REVENUE -492434
EXPENSE 492434

BAR DECREASE 26976

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

Antonio Salazar
Chief of Police

TO: Dominic Chavez, Deputy Finance Director

FROM: Beatrice Salazar
Beatrice Salazar
Grants Administrator

DATE: August 16, 2022

RE: Request for Budget Amendment

Attached you will find a copy of the grant agreement from Department of Finance and Administration E911 Bureau and an amended budget breakdown for fund 294.

When I initially requested a budget, I did not have a copy of the agreement, so the amounts just need to be amended to reflect the correct totals.

If you have any questions, feel free to contact me or Cat Barr.

E911 GRANT

Line Item 294 expires 06/30/2023

		TOTAL FUNDING		$ 492,434.00
LINE ITEM	EXPENDITURES	ORIGINAL BUDGET	ANTICIPATED ROLLOVER	
294-0000-740-72-02	Travel	$ 6,000.00	$ -	
294-0000-740-72-03	Registration	$ 7,500.00	$ -	
294-0000-740-71-15	Grant Materials	$ 456,839.00		
294-0000-740-73-05	Professional Services	$ 18,095.00		
294-0000-740-75-23	Equipment less than $500	$ 4,000.00		
	TOTAL BUDGET	$ 492,434.00	$ -	

Agreement / Contract
No. 3094-15
City of Las Vegas
Date

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 23-E-20

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the **"Division"**, and the **City of Las Vegas**, hereinafter called the **"Grantee"**, and collectively referred to as the **"Parties"**.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the "Act") as amended, and the Enhanced 911 Rules, Section 10.6.2 NMAC (hereinafter referred to as the "Enhanced 911 Requirements" or "E-911 Rules."); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point ("PSAP"), provides immediate visual display of the location and telephone number of the caller and curtails abuse of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the Public Safety Answering Points (PSAPs) at the City of Las Vegas and the Department of Public Safety (District 2), which also provides E-911 related services to San Miguel and Mora Counties, as well as E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of "Grantee" in Section 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund: and

WHEREAS, on **June 21, 2022**, the State Board of Finance awarded the Grantee **$492,434.00** for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2022**, through **June 30, 2023**.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

A. PSAP Annual Report: No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in Section 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. Federal 911 Resource Center Report: No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **$492,434.00** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee 's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied or it has been demonstrated that the conditions of the Grant Agreement, for whatever reason, cannot be satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to

the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either Party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. ***THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.***

B Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

C. This Grant Agreement incorporates all agreements, covenants and understandings between the parties concerning the subject matter of this Grant Agreement and all such agreements, covenants and understandings have been merged into this written Grant Agreement. No prior agreements, covenants, or understandings oral or otherwise, of the parties or their agents shall be valid and enforceable unless embodied in this Grant Agreement.

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may ***immediately*** terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in

part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the termination date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and all other laws, rules, policies and procedures with respect to the acceptance and use of State funds. Further and without limiting the foregoing, the Grantee gives assurances and certifies with respect to the Grant that:

A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.

B. It will adhere to all financial and accounting requirements of the DFA.

C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.

D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.

E. It will comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the appropriate PSAP and to the Division.

F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per Section 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.

G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.

H. It will finance any amount exceeding the approved funding for the 911 equipment costs.

I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).

J. It will provide to the Division documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.

K It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.

L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to Section 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee's only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date."

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee representative responsible for the overall supervision of this Grant Agreement:

Name:	**Catalicia Barr**
Title:	**Communications Manager**
Address:	**318 Moreno Street** **Las Vegas, NM 87701**
Phone:	**505-425-7504**
Fax:	**505-425-5046**
Email:	**cbarr@lasvegasnm.gov**

B. The Division designates the person listed below responsible for the overall administration of this Grant Agreement, including compliance and monitoring of the Grantee:

Name:	Stephen Weinkauf, or his successor
Title:	E-911 Bureau Chief
Address:	Department of Finance and Administration Local Government Division Bataan Memorial Building, Suite 202 Santa Fe, New Mexico 87501
Phone:	505-827-8060
Fax:	505-827-4948
Email:	Stephen.Weinkauf@state.nm.us

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Authorized Signatory

8/10/22
Date

Leo S. Morales
(Printed Name)

City Manager / City of Las Vegas
(Title, Organization)

DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION

By:
Donnie Quintana, Local Government Division Director

10 AUG 2022
Date

Exhibit A

PSAP Annual Report

Please complete the PSAP Annual Report on-line at: PSAP Annual Report Form. Or copy and paste this link into your browser: https://docs.google.com/forms/d/e/1FAIpQLSfzOymB4 15W-rMI-ElZoL24F3-HkOr7CBkDHeVcYKqdtKjR9g/viewform

The name and photo associated with your Google account will be recorded when you upload files and submit this form. Your email is not part of your response. Any files that are uploaded will be shared outside of the organization they belong to.

(SAMPLE)

Section 10.6.2.11 D(8)	
Section	**PSAP Input**
PSAP Name:	
Respondent contact information:	
Exact Address of the PSAP (No P.O. Boxes)	
Number of E911 Call System positions: (If a position is used for both call taking and dispatching, list it as such)	
Number of Radio Dispatch positions:	
MIS System, include make and model:	
Mapping Server, include make and model:	
911 Call system, include make and model:	
911 Call System operating software version:	
Radio System, include make and model:	
Logging recorder, include make and model	
UPS (for 911 Equipment):	
Back-up Generator:	
Number and type of dedicated CAMA/911 circuits. Wireline/Wireless:	
PSAP Manager or coordinator and alternate: contact name, phone numbers, and email address:	
PSAP Training officer name, phone number, and email address	
MSAG coordinator name, address, phone number, and email address:	
GIS representative name, phone number, and email address:	

Exhibit B

Federal 911 Resource Center Report

Call Types	Annual Total of Calls from January 1 through December 31
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

New Mexico E-911 Program Grant

Local Government Division
Department of Finance and Administration

Exhibit C

Grantee:	City of Las Vegas	**Grant Award:**	492,434
Address:	318 Moreno Street Las Vegas, NM 87701	**Project Number:**	23-E-20
		Grant Period:	July 1, 2022 - June 30, 2023
Telephone:	575-454-1401		
	Number of Funded PSAP Positions:	**Las Vegas - 3, DPS Dist 2 - 7**	

Budget Line Items		**Total Authorized Budget**
Capital		
E-911 Equipment Upgrades		167,317
Firewall and Router Equipment		
Dispatch Software		
Recorder		44,202
UPS/Generator		
Capital Subtotal		**211,519**
Recurring Network/Managed Services		
Voice Network		136,932
Data MPLS Network		26,133
Wireless Cost Recovery		1,050
Recurring Network/Circuit Subtotal		**164,114**
Recurring Maintenance		
System Maintenance		81,206
Recurring Maintenance Subtotal		**81,206**
Services/Training		
911 Related Training		13,500
911 Related GIS		5,000
911 Consulting Services		
GIS Consulting Services		12,143
Interpretive Services		952
Minor Equipment		4,000
Services/Training Subtotal		**35,595**
TOTAL		**492,434**

Federal Sub-Award 2019-20- 68049 CARES

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

COVID-19 CARES FEDERAL SUB-AWARD
AMENDMENT #2

This Amendment is made and entered into this 1st day of July 2022, by and between North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency", and City of Las Vegas, hereinafter referred to as "Subrecipient".

1. Purpose of Amendment. The purpose of the Amendment is to:
   A. Revise the original contract amount from **$122,752.03** to **$158,015.00** thereby increasing the total dollar amount by **$35,262.97**
   B. Extend the term from June 30, 2022, to September 30, 2022.

2. Changes to Contract. The following changes are amendments to the contract:
   A. **Compensation** is amended to read:
   The amount payable to the Subrecipient under this Award, including gross receipts tax, shall not exceed **$158,015.00**. Said aggregate amount is to be derived from the following sources:

1.	III FCC3: Family Caregiver Support Programs	$ 17,425.35
2.	III HDC3: Nutrition Services	**$ 105,825.85**
3.	III SSC3: Supportive Services	$ 34,763.80

   B. **Terms of the Award** is amended to read:
   This Award shall become effective May 1, 2020, and shall terminate on September 30, 2022, unless terminated pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES) awarded to New Mexico Aging and Long-Term Services Department on April 20, 2020.

3. All other clauses in the original Agreement will remain unchanged and together with this Agreement constitute the entire Agreement between the Agency and the Subrecipient.

4. For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2022.

City of Las Vegas	NCNMEDD Non-Metro Area Agency on Aging
Legal Name of Subrecipient	*Name of Area Agency on Aging*
	Monica Abeita
Signature	*Signature*
	Monica Abeita, Executive Director
Printed/Typed Name of Signatory	*Printed/Typed Name of Signatory*
	07/01/2022
Date	*Date*

COVID-19 CARES

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)

GRANTEE: City of Las Vegas ADDRESS: PHONE:	Approved Budget Period FROM: 5/18/2020 TO: 9/30/2022	Grant/Action New/Cont: ☐ Revision: ☑ BAR: ☐ Other: ☐	NGA Date 7/1/2022 *Amendment#2*

DESCRIPTION: *CARES OAA FEDERAL*	FEDERAL	STATE	LOCAL	IN-KIND	PROJ. INC.	TOTAL
93.052 III FCC3 Family Caregiver Support Programs	$ 17,425.35			$ -		$ 17,425.35
Sub total	$ 17,425.35	$ -	$ -	$ -	$ -	$ 17,425.35
93.045 III HDC3 Nutrition Services	$ 105,825.85					$ 105,825.85
Sub total	$ 105,825.85	$ -	$ -	$ -	$ -	$ 105,825.85
93.044 III SSC3 Supportive Services	$ 34,763.80	$ -	$ -	$ -	$ -	$ 34,763.80
Sub total	$ 34,763.80	$ -	$ -	$ -	$ -	$ 34,763.80
GRAND TOTAL						
93.052 III FCC3 Family Caregiver Support	$ 17,425.35	$ -	$ -	$ -	$ -	$ 17,425.35
93.045 III HDC3 Nutrition Services	$ 105,825.85	$ -	$ -	$ -	$ -	$ 105,825.85
93.044 III SSC3 Supportive Services	$ 34,763.80	$ -	$ -	$ -	$ -	$ 34,763.80
	$ -	$ -	$ -	$ -	$ -	$ -
GRAND TOTAL	$ 158,015.00	$ -	$ -	$ -	$ -	$ 158,015.00

COMPUTATION OF GRANT

1.EstimatedTotal Cost.....	$	158,015.00
2.LESS Anticipated Proj. Inc.	$	-
3.Estimated Net Cost.....	$	158,015.00
4.Non-federal and Non-state Share of Net Cost.....		
5.Proj. Inc. (Used as Match)....	$	-
6.Federal Share of Net Cost....	$	158,015.00
7.State Share of Net Cost....	$	-

8.Federal/State Shares will be comprised of:

a. Federal/State grant unearned in previous project year(s)	FY 20 __	Federal State	
b. Carry Over	FY 20 ___	Federal State	
c. New Obligational Authority Herein Awarded	FY-2020	Federal State	$ 35,262.97 $ -

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained In accordance with the following:

1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency on Aging.
2. If a federal and/or state audit has been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency .
3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
4. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
5. Unearned federal and/or state cash at the lime the project is terminated shall be returned in full to the Area Agency on Aging.
6. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
7. Inventory of project equipment will be maintained and submitted as requested.
8. Project records will preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of Area Agency on Aging Authorizing Official:	We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.
Monica Abeita, Executive Director	
Monica Abeita 07/01/2022	Signature Date
Signature: Date	Signature Date

8/9/202211:56 AM

County/ Municipality: **City of Las Vegas**
Com Dev Fund 101-4700-780

FORM S - 1
Detailed Personnel Services Schedule
(Rounded to Nearest Dollar)

Entity Code:
Fund Number:
Fiscal Year: 2023

PROVIDE THE TOTAL NUMBER OF FULLTIME EMPLOYEES & THE AVERAGE SALARY INCREASE BUDGETED.

(A) ACCOUNT CODE	(B) POSITION DESCRIPTION 1) Position classification / FTE or Part-time 2) Employee name (Optional) 3) Bi-weekly or Monthly Salary	(C) ANNUAL SALARY Bi-Weekly X 26 or Monthly x 12	(D) FICA (C x .062)	(E) MEDICARE (C x .0145)	(F) RETIREMENT 0.098	(G) HEALTH INSURANCE EMPLOYER % 0.75	(H) DENTAL INSURANCE EMPLOYER % 0.50	(I) VISION INSURANCE EMPLOYER % 0.50	(J) WORKERS' COMP. INS./ ASSESSMENT (1.310)	(K) RETIREE HEALTH CARE (C X .02)	(L) SUTA/FUTA 0.00330 0.00600 28,800	(M) LIFE INSURANCE 2.28	(N) TOTAL
**	**Community Development Director**										7,000		
	Amy Wiser												
	32.69	67,999	4,216	986	6,664	0	0	0	236	1,360	137	55	81,653
	Grant Writer/Administrator												
	0.00	0	0	0	0	0	0	0	0	0	0	0	0
	Code Compliance Officer												
	MANUAL VALDEZ												
	16.75	34,840	2,160	505	3,414	4,836	194	36	126	697	137	55	46,999
	Building Code Supervisor												
	VACANT												
	24.37	50,690	3,143	735	4,968	0	0	0	1,248	1,014	137	55	61,989
	Administrative Aide II												
	VALARIE MACIAS												
	22.63	47,070	2,918	683	4,613	14,265	582	100	166	941	137	55	71,530
**	**Event Planner/Film Liason**												
	CHARLES GRIEGO												
	22.64	47,091	2,920	683	4,615	4,836	194	36	167	942	137	55	61,675
**	**Planning and Zoning Coordinator**												
	MARIA PERIA												
	25.19	52,395	3,249	760	5,135	0	194	0	184	1,048	137	55	63,157
**	**Administrative Aide I**												
	CHRISTINA BACA												
	13.36	27,789	1,723	403	2,723	0	0	0	102	556	134	55	33,484
**	**Multi-Media Production Coordinator**												
	VACANT												
	22.27	46,322	2,872	672	4,540	4,993	200	37	164	926	137	55	60,918
	Code Compliance Officer												
	Justin Marquez												
	17.50	36,400	2,257	528	3,567	0	0	0	0	728	137	0	43,617
	Code Compliance Officer												
	MICHAEL MARTINEZ												
	16.75	34,840	2,160	505	3,414	4,836	194	36	0	697	137	0	46,819
**	**VISITOR CENTER MANAGER**												
	Loretta Abreu-Martin												
	32.04	66,643	4,132	966	6,531	8,704	582	100	116	667	137	0	88,577
	Overtime												
	2.40	1,992	124	29					22	40			2,207
		514,071	31,874	7,455	50,184	42,470	2,139	345	2,530	9,616	1,504	438	662,625
TOTAL s/equal budgeted amounts by Fund & Department		514,071	31,874	7,455	50,184	42,470	2,139	345	2,530	9,616	1,504	438	662,625

Check [ ] if this form is a revision. Revision No:_____ Revision Date:_____ Page No. 1 OF 1 revised: 2/2012

		Com. Dev 6339	6909	6910	6912				6915	6918	6916		
Pay Periods	3												
Total Periods	26												
Percentage	0.1153846	3,206	199	47	314	0	0	0	12	64	15	6	3,864
Budget to be moved		24,582	1,524	357	2,409	0	0	0	90	492	118	48	29,621
Exec.		6339	6909	6910	6912				6915	6918	6916		

CITY OF LAS VEGAS NEW MEXICO

Dominic Chavez <dchavez@lasvegasnm.gov>

Re: Administrative Assistant

1 message

April Gonzales <aprilg@lasvegasnm.gov> Mon, Aug 22, 2022 at 9:56 AM
To: Dominic Chavez <dchavez@lasvegasnm.gov>
Cc: Darlene Arguello <darlenea@lasvegasnm.gov>

Sounds good, thank you! Please let me know when it is complete, just so we stay on the same page... No rush, I know you are busy.

April

On Mon, Aug 22, 2022 at 9:51 AM Dominic Chavez <dchavez@lasvegasnm.gov> wrote:

> Hi April,
>
> Will do! I will leave the first 3 pay periods in CD and do a BAR to move the difference.
>
> Thank you,
>
> Dominic A. Chavez
> Deputy Finance Director
> City of Las Vegas
> 505-454-1401 Ext. 1102
> dchavez@lasvegasnm.gov

On Mon, Aug 22, 2022 at 9:21 AM April Gonzales <aprilg@lasvegasnm.gov> wrote:

> Good morning Dominic... After further discussion, it has been determined that the Executive office will not be sharing the Administrative Assistant with the Finance Department. My apologies for the inconvenience it has caused, if any. At this time, I suggest having HR proceed with advertisement for Finance Administrative Assistant.
>
> On another note... Darlene, after the 30 day trial, we have decided to move forward with keeping Christina Baca as our Administrative Assistant. Ms. Darlene, please let me know what I need to do to make this permanent. Mr. Dominic, will you please work on transferring the funds from Amy's budget to Executive in order to assure there are enough funds to proceed with this decision and to allow for us to start entering Christina's time vs. Valerie doing it.
>
> Assistance from both of you is greatly appreciated!
>
> --
> April Gonzales
> Deputy City Manager
> 1700 North Grand
> Las Vegas, NM 87701
> Ph. (505)454-1401 Ext. 1004
> Fax: (505) 425-7335
> Email: aprilg@lasvegasnm.gov
>
> **The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours**

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

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

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 355, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

22-G2967 $65,000.00 APPROPRIATION REVERSION DATE: 30-JUN-2026
Laws of 2022, Chapter 53, Section 30, Paragraph 355, Sixty-Five Thousand Dollars and Zero Cents ($65,000.00) to plan, design and construct improvements to Lincoln park in Las Vegas in San Miguel County.

CITY OF LAS VEGAS NEW MEXICO

Darlene Martinez <dmartinez@lasvegasnm.gov>

Re: Cash Report

1 message

Dominic Chavez <dchavez@lasvegasnm.gov> Mon, Aug 29, 2022 at 11:00 AM
To: Maria Gilvarry <gilvarrym@lasvegasnm.gov>
Cc: Darlene Martinez <dmartinez@lasvegasnm.gov>, Eleanor Duran <eduran@lasvegasnm.gov>

Darlene - please add this to the BAR.

Thank you,

Dominic A. Chavez
Deputy Finance Director
City of Las Vegas
505-454-1401 Ext. 1102
dchavez@lasvegasnm.gov

On Fri, Aug 26, 2022 at 4:36 PM Maria Gilvarry <gilvarrym@lasvegasnm.gov> wrote:

> Dominic
>
> I would like to request a BAR for the following funds due to the increases in the cost of materials and cost of projects as well as the need for additional projects throughout this upcoming year.
>
> Please verify I am using the correct line items for where the cash reserve funds would be coming from.
>
> $600,000 from 610-0000-100-1103 (Cash WW) to 610-0000-650-8010 To purchase needed equipment for vactoring sewer lines and maintain facility
> $300,000 from 613-0000-100-1103 (Cash WW Construction) to 613-0000-650-7407 for maintaining system by replacing pumps, motors, dosing equipment, sampling equipment and SCADA
>
> $600,000 from 620-0000-100-1103 (Cash Natural Gas) to 620-0000-610-7407 for maintenance of system, upgrading of system, cathodic protection and monitoring of gas lines
> $700,000 from 627-0000-100-1103 (Cash Gas Construction) to 627-0000-650-8010 upgrading of system with monitoring and maintenance equipment
>
> $300,000 from 630-0000-100-1103 (Cash Solid Waste) to 630-0000-619-7407 for the maintenance shop and the grading and drainage project
> $350,000 from 633-0000-100-1103 (Cash SW Construction) to 633-0000-650-8003 for the maintenance shop and the grading and drainage project
>
> $200,000 from 640-0000-100-1103 (Cash Water) to 640-0000-610-7407 for maintenance of distribution system including replacing of aging lines and valves
> $500,000 from 640-0000-100-1103 (Cash Water) to 640-5700-610-7407 for maintenance of treatment system including replacing of aging pumps, motors, mixers, replacing old filter media, dosing equipment and well field repairs.
>
> Thank you
>
> V/R
>
> On Tue, Aug 9, 2022 at 2:17 PM DOMINIC CHAVEZ <nonreply@ci.las-vegas.nm.us> wrote:
>
> --
> *The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours*
> *

*

This communication is the
property of The City of Las Vegas <http://lasvegasnm.gov> and may contain
confidential or privileged information. Unauthorized use of this
communication is strictly prohibited and may be unlawful. If you have
received this communication in error, please immediately notify the sender
by reply e-mail and destroy all copies of the communication and any
attachments.

--

Maria Gilvarry

Utilities Director
City of Las Vegas, NM
E-Mail:Gilvarrym@lasvegasnm.gov
Office: (505) 454-3832
Fax: (505) 454-1632

THIS MESSAGE IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL, PRIVILEGED, AND EXEMPT FROM DISCLOSURE. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE DELETE IT FROM YOUR SYSTEM WITHOUT COPYING, PRINTING OR FORWARDING IT, AND NOTIFY US BY REPLY EMAIL OR BY CALLING (505) 454-3832. THANK YOU.

The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours

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CITY OF LAS VEGAS NEW MEXICO

Dominic Chavez <dchavez@lasvegasnm.gov>

Post fire response funding

1 message

Maria Gilvarry <gilvarrym@lasvegasnm.gov> Mon, Aug 8, 2022 at 12:27 PM
To: Dominic Chavez <dchavez@lasvegasnm.gov>

Dominic,

The city is using services from Glorieta GeoScience to support our post fire response.

At the next opportunity I am requesting, and could you submit a BAR from the 647 (Cash/Reserves) of $500,000 into 647-0000-610-7305 Other Prof Services.

What would you like from me for this request?

V/R

--

Maria Gilvarry

Utilities Director
City of Las Vegas, NM
E-Mail:Gilvarrym@lasvegasnm.gov
Office: (505) 454-3832
Fax: (505) 454-1632

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Antonio Salazar
Chief of Police

MEMORANDUM

TO: Dominic Chavez, Interim Finance Director

FROM: June Tafoya, Financial Specialist

DATE: September 7, 2022

RE: BUDGET ADJUSTMENT REQUEST

The Las Vegas Police Department is requesting a budget adjustment request in the amount of $ 7,345 increase for Fund 241 budget for a total of $45,255. We have revenue set up in the general fund (241-0000-450-5567) and the expenditure (241-0000-710-8004). This funding was from Donations in FY 2021 and an error in budget requesting was made prior to FY23.

Should you have any questions, please feel free to contact me.

I thank you in advance for your assistance. If you have any questions, please feel free to contact me at 425-7504 ext. 3115.

City of Las Vegas, NM

Budget Report
Account Summary
For Fiscal: 2022-2023 Period Ending: 08/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 241 - SEIZURE S								
Revenue			45,255					
241-0000-450-5567	SEIZURES/DONATIONS	57,820.00	~~37,910.00~~	0.00	0.00	0.00	-37,910.00	100.00 %
	Revenue Total:	**57,820.00**	**37,910.00**	**0.00**	**0.00**	**0.00**	**-37,910.00**	**100.00%**
Expense								
241-0000-710-7202	TRAVEL EXPENSE	3,344.00	0.00	0.00	0.00	0.00	0.00	0.00 %
241-0000-710-7203	TRAINING/SEMINARS	4,001.00	0.00	0.00	0.00	0.00	0.00	0.00 %
241-0000-710-8004	EQUIPMENT	37,748.00	~~37,910.00~~ 45,255	0.00	0.00	0.00	37,910.00	100.00 %
	Expense Total:	**45,093.00**	**37,910.00**	**0.00**	**0.00**	**0.00**	**37,910.00**	**100.00%**
	Fund: 241 - SEIZURE S Surplus (Deficit):	**12,727.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Report Surplus (Deficit):	**12,727.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**

9.7.2022

City of Las Vegas
Community Development
Department Budget 2023

General Fund 101 (11000)

		Community Development 4700 - ECONOMIC/COMMUNITY DEVELOPMENT	Budget 2023	Budget to Code Enforcement
780	63-39	Total FTE	377,477.76	172,723.00
780	66-02	Overtime		
780	63-51	Safety Increase		
		Salaries Sub-total	377,478	172,723.00
780	69-09	Social Security FICA	23,404	10,709.00
780	69-10	Social Security Medicare	5,474	2,504.00
780	69-12	Retirement PERA	36,799	16,926.00
780	69-13	Medical Insurance	24,094	18,376.00
780	69-14	Unemployment	959	443.00
780	69-15	Worker's Comp	2,270	195.00
780	69-16	State Worker's Comp	83	36.80
780	69-18	RHCA	7,550	2,252.00
780	69-20	Dental Insurance	1,169	783.00
780	69-21	Vision	173	139.00
		Fringe Benefits Sub-total	101,976	52,363.80
780	71-01	Office Supplies	10,000	1,000.00
780	71-02	Data Processing Supplies		
780	71-03	Janitorial	-	
780	71-05	Identification Supplies	-	
780	71-06	Safety	200	
780	71-07	Books/Educ Materials/Etc.	500	
780	71-12	Tools	-	
		Supplies Sub-total	10,700	1,000.00
780	72-01	Supplies - Vehicle Fuel	5,500	2,000.00
780	72-02	Travel Expense	2,500	
780	72-03	Training & Seminars	1,500	
		Travel Sub-total	9,500	2,000.00
780	73-01	Printing, Copying, & Repro	200	
780	73-02	Reporting & Recording	600	
780	73-04	Attorney Fees		
780	73-05	Other Professional Servs	60,000	
780	73-06	Postage	3,000	
780	73-07	Utilities - Water	240	
780	73-08	Rent of Equipment		
780	73-09	Telephone	4,500	2,000.00
780	73-10	Subscriptions & Dues	5,000	
780	73-12	Uniforms	1,500	1,500.00
780	73-17	Publications & Advertisments	40,000	
780	73-18	Insurance Deductibles		
780	73-55	Professional Serv/edc/enternet/ma	-	
780	73-56	Marketing Study		
780	73-74	Utilities - Electricity		
780	73-75	Utilities - Natural Gas	2,700	
78	73-76	Utilities - Propane/Butane	400	
780	73-77	Utilities - Sanitation	300	
780	73-78	Utilities - Sewer	-	
		Oth. Oper. Sub-total	118,440	3,500.00
780	74-01	Maint. Of Bld & Grounds	1,500	
780	74-02	Maint of Furn & Equip	100	
780	74-03	Maint. Of Tools & Equip		
780	74-08	Maint of Road Equip	6,000	
		Maint. Sub-total	7,600	
780	75-23	Furn & Equip <1000	2,000	
780	75-24	Lease/Loan Payments	4,000	
780	75-42	Events	30,000	
		Oth. Oper. Sub-total	36,000	
780	80-02	Office Furn. & Equip.	3,000	
780	80-04	Equipment	15,000	
780	80-05	Lease/Loan Payments		
780	80-23	Furn. & Equip		
780	80-07	Vehicle	-	
		Furn. & Equip. Sub-total	18,000	
		Total Community Development Budget	**679,694**	**231,587**
			(0)	

INSTRUCTION:

This form includes formula references to applicable rates. The rates on column D through J should be reviewed to ensure accuracy with existing laws and rules.

FORM S - 1
Detailed Personnel Services Schedule
(Rounded to Nearest Dollar)

County/ Municipality: City of Las Vegas
Com Dev Fund 101-4700-780

Entity Code:
Fund Number:
Fiscal Year: 2023

PROVIDE THE TOTAL NUMBER OF FULLTIME EMPLOYEES & THE AVERAGE SALARY INCREASE BUDGETED.

(A) ACCOUNT CODE	(B) POSITION DESCRIPTION 1) Position classification / FTE or Part-time 2) Employee name (Optional) 3) Bi-weekly or Monthly Salary	(C) ANNUAL SALARY Bi-Weekly X 26 or Monthly x 12	(D) FICA (C x .062)	(E) MEDICARE (C x .0145)	(F) RETIREMENT 0.096	(G) HEALTH INSURANCE EMPLOYER % 0.75	(H) DENTAL INSURANCE EMPLOYER % 0.50	(I) VISION INSURANCE EMPLOYER % 0.50	(J) WORKERS' COMP. INS./ ASSESSMENT (1.310)	(K) RETIREE HEALTH CARE (C X .02)	(L) SUTA/FUTA 0.00330 0.00600 28,800	(M) LIFE INSURANCE 2.28	(N) TOTAL
	Community Development Director										7,000		
**	Amy Wiser												
	32.69	67,999	4,216	986	6,664	0	0	0	236	1,360	137	55	81,653
	City Planner												
	Vacant												
	20.00	41,600	2,579	603	4,077	0	0	0	0	832	0	0	49,691
	Building Code Supervisor												
	VACANT												
	24.37	50,690	3,143	735	4,968	0	0	0	1,248	1,014	137	55	61,989
	Administrative Aide II												
	VALARIE MACIAS												
	22.63	47,070	2,918	683	4,613	14,265	582	100	166	941	137	55	71,530
**	**Event Planner/Film Liason**												
	CHARLES GRIEGO												
	22.64	47,091	2,920	683	4,615	4,836	194	36	167	942	137	55	61,675
**	**Planning and Zoning Coordinator**												
	MARIA PERIA												
	25.19	52,395	3,249	760	5,135	0	194	0	184	1,048	137	55	63,157
**	**Assistant Film/Events**												
	Vacant												
	15.00	31,200	1,934	452	3,058	0	0	0	113	624	137	55	37,573
**	**Marketing Coordinator**												
	VACANT												
	18.00	37,440	2,321	543	3,669	4,993	200	37	134	749	137	55	50,279
	Overtime												
	2.40	1,992	124	29					22	40			2,207
		377,478	23,404	5,474	36,799	24,094	1,169	173	2,270	7,550	959	383	479,754
TOTAL s/equal budgeted amounts by Fund & Department		377,478	23,404	5,474	36,799	24,094	1,169	173	2,270	7,550	959	383	479,754

Check [ ] if this form is a revision. Revision No:_____ Revision Date:_____ Page No. 1 OF 1 revised: 2/2012

	Code Compliance Officer												
	MANUAL VALDEZ												
	16.75	34,840	2,160	505	3,414	4,838	194	36	126	697	137	55	46,999
	Code Compliance Officer												
	Justin Marquez												
	17.50	36,400	2,257	528	3,567	0	0	0	0	728	137	0	43,617
	Code Compliance Officer												
	MICHAEL MARTINEZ												
	16.75	34,840	2,160	505	3,414	4,836	194	36	0	697	137	0	46,819
Clerk	**VISITOR CENTER MANAGER**												
**	Loretta Abreu-Martin												
	32.04	66,643	4,132	966	6,531	8,704	582	100	116	667	137	0	88,577
	Total Annual	172,723	10,709	2,504	16,926	18,376	969	172	242	2,789	548	55	226,012
	26 periods / 5 = .807692	81%	81%	81%	81%	81%	81%	81%	81%	81%	81%	81%	81%
	Difference to be moved to Code Enf.	139,507	8,650	2,022	13,671	14,842	783	139	195	2,252	443	44	182,548
	Christina												29,620
	Total moved												212,168

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 21, 2022

Date Submitted: 9/09/22 **Department: Community Development**

Item/Topic: **FY 22-23 Contract and Scope of Work between MainStreet de Las Vegas and the City of Las Vegas.**

Fiscal Impact: **$35,000**

Attachments: **Memo from Community Development Director**
2022-2023 Contract
Scope of Work 2022-2023

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director – Deputy

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

Revised October 2020

City of Las Vegas
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov
Mayor Louie A. Trujillo

MEMORANDUM

TO: **Mayor and Council**

FROM: **Amy Weiser, Community Development Director**

DATE: **August 9, 2022**

RE: **FY 22-23 Contract with MainStreet de Las Vegas**

1. The contracted amount is the same as last year, $35,000; $30,000 is paid out in quarterly payments of $7,5000. The remaining $5,000 is an "in kind" payment in the form of an office space located at 500 Railroad Avenue.

2. The Scope of Work attached to the City's standard contract is divided into Parts A and B (described below), both of which are to be accomplished for the contracted amount of $35,000 and completed by the end of the Contract unless otherwise stated:
    a. Part A identifies Core Services that MainStreet de Las Vegas is providing in accordance with the guidelines and expectations of the National Main Street Center and the New Mexico MainStreet Program.
    b. Part B is the Additional Services, or the Scope of Work between MainStreet de Las Vegas and the City of Las Vegas.

3. The Council approved the Biennial Memorandum of Understanding (MOU) between the City of Las Vegas, New Mexico Main Street, and Main Street de Las Vegas at their regular Council meeting on Aug 17, 2022 . A contract with Main Street de Las Vegas is vital to the MOU and to the continued participation in the Main Street program.

David Ulibarri, Councilor Ward I
Michael Montoya, Councilor Ward 2
Barbara Casey, Councilor Ward 3
David G. Romero, Councilor Ward 4

Professional Services Contract

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

This Professional Services Contract ("Contract") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (hereinafter " City") and Mainstreet de Las Vegas (hereinafter" Contractor") on this _____ day of July, 2022.

RECITALS

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

WHEREAS, the City commits financial support through June 30, 2023, prorated on a quarterly or project completion basis in an amount during the contract period not to exceed Thirty Five Thousand Dollars ($35,000.00). Thirty Thousand dollars ($30,000) is payable for the Scope of Work (**Exhibit A**), and $5,000 is paid in the form of in-kind services for the use of an office located at 500 Railroad Avenue, to be paid to the Contractor under the terms and conditions of this Contract; and

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

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

1. Term. This Contract shall be effective from the date it is fully executed through June 30, 2023, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.

2. Completion Schedule. Contractor shall complete the tasks identified in the Scope of Work no later than June 30, 2023.

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

A. The City shall pay Contractor for services satisfactorily rendered in an amount not to exceed a total of Thirty Five Thousand Dollars ($35,000).

B. In support of the implementation of projects and in fulfillment of the biannual MOU executed with New Mexico MainStreet, the City shall provide the following in-kind services to the Contractor during FY23:

- Grantwriting/application support for jointly-funded proposals (capital outlay, etc.)
- Staff time to support revitalization efforts such as assisting with district clean-up
- activities, physical improvement projects, events, etc.
- Equipment and supplies, if available and appropriate
- Continued use of City facilities for meetings

C. Method of Payment: The City shall pay Contractor in four (4) equal installments of $7,500 on a quarterly basis of each fiscal year. The City shall provide the initial payment with the execution of the contract commencing on July 1, 2022. Thereafter, the Contractor shall provide quarterly reports, to be reviewed by the City Council prior to the subsequent quarterly payments. The quarterly reports shall provide detailed progress reports on the Scope of Work to include percent completion of each task.The quarterly reports shall also indicate if an item in the scope of work will not be completed and why and if an alternative is proposed. City shall provide subsequent quarterly payments in October, January and April upon submission of invoices and quarterly reports detailing progress with implementation of project deliverables in the previous quarter.

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

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

4. Termination.

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

i. If the Contractor is in default in the performance of any term, condition or covenant of this Contract, and if the Contractor does not cure the default within five (5) working

days after notice, or, if the default is of such nature that it cannot be cured completely within the five (5) day period; or

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

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

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

5. Contractor Independent from City. Nothing in this Contract is intended or will be construed in any way as creating or establishing any partnership, joint venture or association or to make the Contractor an agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is and will remain a separate entity, related to the City only by the provision and conditions of this Contract. The Contractor, its agents, employees or subcontractors are not employees or agents of the City for any purpose whatsoever. The Contractor shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all sub-contractors. The Contractor and its agents, employees or subcontractors are not entitled to any of the benefits of the employees of the City, including without limitation Unemployment Compensation Law and Worker's Compensation coverage or benefits.

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

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

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

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

10. Business Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. New Mexico Tort Claims Act. Any liability incurred by the City in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

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

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

26. Notices. All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand-

delivered to the street address of the receiving party set forth below;(ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (iv) five (5) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

CITY OF LAS VEGAS

Approved By:

_____
Leo Maestas, City Manager

Date: _____

Attest:

_____
Casandra Fresquez, City Clerk

CONTRACTOR:

_____
Reina Fernandez, President
MainStreet de Las Vegas

Date: _____

Approved as to legal sufficiency only

_____
Scott Aaron, City Attorney

EXHIBIT A

Scope of Services: Activities Reflecting Use of City Funds

A. Core Services coordinated by New Mexico Main Street

As part of the year-to-year, recurring Core Services in fulfillment of the roles, responsibilities and expectations identified in the Biannual Memorandum of Understanding (MOU) executed between the Contractor (MainStreet de Las Vegas), the City of Las Vegas and the New Mexico MainStreet (NMMS) program, the Contractor shall provide unified management and coordination for the revitalization and economic development activities in the historic Las Vegas business district in accordance with the guidelines and expectations of the National Main Street Center and the New Mexico MainStreet Program, State Coordinating body including:

1. Maintain a legally-compliant 501c3 MainStreet organization to help revitalize and support economic growth within the designated Historic MainStreet District ("Downtown") in accordance with the NMMS guidelines and objectives.
2. Work closely with the City's elected officials and professional staff, and all appropriate organizations, individuals, and entities to augment the work of MainStreet's staff and board to bring projects to completion and meet common goals.
3. Develop annual work plans in coordination with City that prioritize revitalization projects in the Las Vegas MainStreet district under the board-adopted Economic Transformation Strategies (Section B, below) created with the support of New Mexico MainStreet.
4. Implement a Capacity-Building strategy that enhances organizational resources and supports long-term sustainability of the MainStreet de Las Vegas (MSLV) program to engage the public-private partnerships with City government and the New Mexico MainStreet program.
5. Provide a qualified, experienced Main Street Program Executive Director whose duties would be, among others, to provide compliance and reporting documentation for the Las Vegas MainStreet program and also to help coordinate revitalization projects in the historic commercial district.
6. Ensure adequate organizational progress toward completion of all compliance standards and operating guidelines established by the National Main Street Center and the NMMS program to maintain status as a MainStreet America Accredited Program.
7. Use NMMS reporting tools to track and communicate key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the district and serve as an information clearing house for this type of information in the community.
8. Prepare and deliver quarterly summary reports to be submitted with invoices and four (4) quarterly presentations to the City Council or designated departmental staff outlining progress with service delivery, implementation of projects, and reporting of district reinvestment statis-

tics/impact measures. Participate in planning/coordination meetings City Manager, Community Development Director and other key City staff as needed.

B. Additional Services to be Completed within the Current Fiscal Year

In addition to the Core Services listed above, the Contractor shall complete the following activities in advancing the board-adopted Economic Transformation Strategies:

Transformation Strategy #1: Advocate for, advance and implement physical improvements throughout the district to catalyze property redevelopment, building rehabilitations and placemaking projects that stimulate tourism, pedestrianism, and business recruitment/retention.

Tasks to be completed in FY2022-23:

1. Coordinate with the City to develop/implement public infrastructure or other special projects that align with MainStreet's strategies.
    - Provide assistance to the City of Las Vegas to complete for all phases of the Great Blocks Project in the Historic Railroad District.
    - Ensure that a MSLV representative is available and attends all Monday construction meetings.
    - Provide construction mitigation support via outreach, communications and updates to the residents and businesses
    - ~~Where needed, serve as a liaison to NMMS on Capital Outlay funding.~~
    - If required by NMMS, provide monthly expenditure reports related to the project.
    - MSLV and the City are partners in this project and MSLV will attend meetings related to this project.

2. Utilize NMMS reporting tools to track and communicate key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the MSLV district and serve as an information clearing house for this type of information in the community. MSLV shall include reports with this information to the City with the 2nd and 4th Quarter reports.

~~2.~~3. Organize community cleanup efforts in the Main Street District.
    - Plan and coordinate two district cleanups, one in 2022 and one in 2023
    - Coordinate volunteer teams for project implementation.
    - Invite all City Councilors to the district cleanups
    - ~~Sign in sheets~~Provide attendance record and photos from each cleanup ~~will be provided~~ to City Council.

3. Continue partnership with the City of Las Vegas, the Las Vegas Arts Council, and Highlands University to help coordinate Vista de Las Vegas, a citywide mural project where artists will be selected to create a mural in each of the four City Council Districts.
    - Continue to assist with fundraising for Vista de Las Vegas ($19,000 has been raised to date).
    - Prior to the end of 2022 c~~C~~oordinate meetings with the LVAC and City Council Members to select a site in their district. Two sites must be within the MSLV District. (2022)
    - Work with LVAC to create a process to engage the artists, create a timeline and applica-

tion and then select a panel to choose the artists. To be completed by March of ~~(~~2023.~~)~~

- A total of two murals will be completed by June 30, 2023. And the remaining two murals will be completed by the end of 2023.
- ~~Provide project updates to City Council.~~

4. Submit no less than four (4) service requests to the NMMS program in FY 2022-23, to connect technical assistance to support the economic revitalization of the district, or to strengthen organizational capacity to achieve core goals of MSLV.
    - Real Estate and revitalization expert Rhea Serna is being contracted to come back and meet with City officials to discuss how to create a real estate assessment for the City of Las Vegas, land banks and affordable housing. (2022)
    - NMMS Marketing and Social Media Specialist Robyne Beaubien has been contracted to update MSLV' organizational marketing and branding. As part of this process, MSLV will present the new information to City Council to request Council's input when this project is a little further developed. (2022)
    - MSLV shall invite all City Councilors and provide an attendance record and summary of the events to the City.
    - The remaining 2 service request topics are to be determined jointly with the City of Las Vegas and will be planned for 2023.

5. Explore the Expansion of the Main Street District in Las Vegas.
    - Work with New Mexico Main Street to ~~Continue to~~ investigate the feasibility and logistics of enlarging the Main Street District to the South Pacific corridor. Provide the City with a report that summarizes the feasibility and the steps necessary to accomplish this. This report shall be provided to the Council at the 3rd quarter update.
    - Prior to the end of 2022, MSLV shall seek ~~Request~~ assistance from New Mexico Main Street to work with MSLV and the City to ~~set up~~hold a study session to discuss possible expansion of the District into Ward 2. ~~other areas of possible expansion.~~ All Councilors and the public will be invited to the study session.

6. As requested by the City, assist with community wide Holiday events within the MSLV district such as Boo Fest, Christmas Parade and Tree Lighting, Easter Egg Hunt etc.

Transformation Strategy #2: Create a focused, deliberate path to continue to revitalize and strengthen Las Vegas' downtown and commercial district's economy. Facilitate a sustainable, diverse economy that meets the needs of locals and visitors. Encourage a strong, diversified entrepreneurial environment where existing businesses and startups can thrive. Support an appropriate business mix in the district.

Tasks to be completed in FY 2022-23:

1. Coordinate 2 community workshops that highlight Main Street's 4 points approach: Economic Vitality, Design, Organization, and Promotion:
    - The first of these workshops will be titled, "Entrepreneurs Talk: Defining our Vision & Strategy". (2022)
    - The second workshop topic is to be determined jointly with the City of Las Vegas and will be planned for 2023.

- City Council and the Mayor as well as appropriate City staff will be invited to each workshop. ~~Sign in sheets will be provided to City Council.~~MSLV shall provide an attendance record and summary of the events to the City.

2. Implement communications or promotions activities annually that bring people to the Main Street District businesses.
    - Market and promote Small Business Saturday held on November 26, 2022 with posters, email blasts, coupons and a list and map of participating stores to be published and available to the public. Provide participating stores with marketing material to be displayed in their windows.
    - Organize one First Friday event each month with galleries and creative businesses in the Main Street District through the end of 2022. If successful, these events will continue into 2023 with a break in January. Document each event with a sign in sheet and photos.

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 21, 2022

Date Submitted: 9/9/22 **Department:** Public Works/Utilities

Item Topic: Request of approval of resolution 22-52 for a one year extension to grant offer Control No. L400558. As part of the New Mexico Department of Transportation Municipal Cooperative Agreement (COOP) submittal criteria, it is required that a resolution of support from our Local Governing Body for a one year extension for the surface seal, hot poured surface crack sealing, cold milling and miscellaneous paving to Douglas Avenue from Grand Avenue to 12th Street and to National Avenue from Grand Avenue to 8th Street. Request for extension is due to scheduling and weather delays.

Fiscal Impact: scheduling and weather days to coincide.

Attachments: agreement

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

Approved for submittal by:

Department Director

City Manager

Reviewed by:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

CITY OF LAS VEGAS, NEW MEXICO
Resolution 22- 52

A RESOLUTION FOR AN EXTENSION TO CONTRACT AGREEMENT NO. D18899, CONTROL NO. L400558 WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION ("NMDOT")

Whereas, the City of Las Vegas (City) and the New Mexico Department of Transportation (NMDOT) have entered into a grant agreement under the Municipal Cooperative Agreement (COOP) for surface seal, hot poured crack sealing, cold milling and miscellaneous paving to Douglas Avenue BOP Grand Avenue to EOP 12th Street and National Avenue from BOP Grand Avenue to EOP 8th Street; and

Whereas, improvements are needed to Douglas Avenue and National Avenue for the safety and we being of residents and visitors' of Las Vegas New Mexico; and

Whereas, the total awarded amount of the grant being $86,757.00

Now, Therefore, be it Resolved, by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body approves a one year extension for Grant Agreement No. D18899, Control No. L400558, for road improvements on Douglas Avenue and National Avenue.

APPROVED AND ADOPTED this _____ day of September 2022.

_____
Louie A. Trujillo, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

Contract No. D18699
Vendor No. 54343
Control No. L400558

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Las Vegas** (Public Entity), collectively referred as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various city streets,** as described in Control No. **L400558,** and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is **Eighty-Six Thousand, Seven Hundred Fifty-Seven Dollars ($86,757.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: **$65,068.00**

   Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various parking lots and entity streets

2. Public Entity's required proportional matching share shall be 25%: **$21,689.00**

3. Total Project Cost: **$86,757.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount **Eighty-Six Thousand, Seven Hundred Fifty-Seven Dollars ($86,757.00)**

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award and Notice to Proceed;
c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.
b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form,** which is attached as Exhibit A.

l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.
m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
e. The provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2022**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.
As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.
This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.
The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: 09/21/2022

Date Submitted: 09/12/2022 **Department:** Parks & Rec

Item/Topic: Approval of new fitness equipment at the Abe Montoya Recreation Center. The purchase would include the following pieces of fitness equipment: (3) Samson Equipment Flex-Rack FTR Combo, (3) Landice R9 Recumbent Bike, (3) Landice U9 Upright Bike, (6) Landice L10 LTD Programmable Treadmill, (4) Throwdown Heavy Bag.

Fiscal Impact: Cost of equipment is $101,699.54.

Attachments: Quote from Samson Equipment and The Fitness Superstore along with images of equipment.

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

SAMSON

FED. TAX ID # 85-0404440

Company Address: Samson Equipment, Inc.
P.O. Box 353
Fairacres, New Mexico 88033
United States

Phone: 1-800-4-SAMSON

Fax: (575) 523-2100

ID Number	00008479
Created Date	8/17/2022
Expiration Date	9/17/2022
Invoice Date	8/17/2022

Prepared By	Scott Schroeder
Email	scott@samsonequipment.com
Contact Name	Stephan Aragon
Phone	(575) 300-9775
Email	saragon@lasvegasnm.gov

Bill To Name	City of Las Vegas
Bill To	Las Vegas, Nevada United States
Ship To Name	City of Las Vegas
Ship To	United States

Product Code	Product	Line Item Description	Quantity	Sales Price	Total Price
111PHH-PSS	Power Rack w/Plate Storage		3.00	$4,481.00	$13,443.00
GS	Graphic Shield		6.00	$496.13	$2,976.78
FLEX-816HLR-V2	FLEX Rack Lat Pulldown/Seated Row Combo (300lb.)-V2		3.00	$3,789.45	$11,368.35
MS-819C	Multi Station Cable Column (250 lb.)	built into rear of 111PHH rack	3.00	$3,468.15	$10,404.45
100CS	Combo Bench/Spotters		3.00	$1,299.38	$3,898.14
WN20kg	Wolf Needle 20kg Olympic Barbell		3.00	$446.34	$1,339.02
OSO	OSO Elite Collar		3.00	$69.69	$209.07
SRBP45	Samson Rubber Bumper Plate 45lb		18.00	$210.85	$3,795.30
SRBP25	Samson Rubber Bumper Plate 25lb		6.00	$130.36	$782.16
SRBP10	Samson Rubber Bumper Plate 10lb		6.00	$79.87	$479.22
SROP10	Samson Rubber Olympic Plate 10lb		12.00	$42.26	$507.12
SROP5	Samson Rubber Olympic Plate 5lb		6.00	$21.13	$126.78
SROP2.5	Samson Rubber Olympic Plate 2.5lb		6.00	$10.57	$63.42
OMNIA	OMNIA Discount Contract R201103		1.00	($2,320.00)	($2,320.00)
Freight Dock-to-Dock	Freight Dock-to-Dock		1.00	$2,107.00	$2,107.00
Full Set-Up Samson	Full Set-Up Samson		1.00	$4,200.00	$4,200.00

Subtotal	$53,379.81
Grand Total	$53,379.81

TERMS OF SALE

Public schools and government institutions are Net 30 days with an approved Purchase Order. Custom design orders 50% down to initiate order and Net 30 balance due. Custom flooring orders 50% down, 50% to ship.

Private sales are 50% down to initiate an order. The balance is due prior to shipping, either by certified check, wire transfer, American Express, Master, Visa or Discover card. Business or personal checks are accepted. Amount must clear prior to shipping. This may delay shipping by

A SERVICE CHARGE OF 1.5% PER MONTH WILL BE APPLIED TO ALL PAST DUE INVOICES

FED. TAX ID # 85-0404440

Company Address Samson Equipment, Inc.
P.O. Box 353
Fairacres, New Mexico 88033
United States

Phone 1-800-4-SAMSON

Fax (575) 523-2100

approximately 9 or more days.

International sales are 50% down to initiate an order via wire transfer. The balance is due prior to shipping by Wire Transfer, American Express, Master, Visa or Discover card. Business or personal checks are NOT accepted. Final amount due must clear prior to shipping.

Financing available upon request. See your Samson Sales Representative for further information.

Freight Services and Definitions

To assist in your delivery requirements the following definitions are provided:

All standard shipments are shipped Dock-to-Dock. Optional services are available upon request, additional costs apply. Contact your Samson Sales Rep for information.

Dock- to- Dock Freight carrier transports from the Samson dock to the specified Ship- to-Address. The commercial driver only prepares the equipment for unloading. It is the customer's sole responsibility to uncrate and unload the equipment. Other than the initial quote for freight there are no other charges or costs.

Lift-gate Service (Available for certain pieces of equipment) Freight carrier is requested to employ mechanical unloading devices, including hydraulic lowering devices to deliver the equipment off the trailer. The driver is responsible only for getting the equipment to the ground. This is an additional service that must be requested by the customer. This cost will be determined during the initial quote process.

Inside Delivery At the customer's request and as the carrier's operating conditions permit, the carrier may move equipment to positions beyond the adjacent truck unloading position. Driver moves equipment inside building door only, so long as no stairs or other obstacles exist. This cost will be determined during the initial quote process.

Supervised Installation Samson will provide one individual to supervise the proper installation of equipment. The customer is responsible for unloading and the placement of equipment. The customer must provide the required tools for assembly. This cost will be based upon the facility layout and determined during the initial quote process.

Full Installation Samson will provide the necessary number of personnel to accomplish the full installation of equipment. Customer will provide an individual to allow Samson access into facility and to oversee the installment. This cost will be based upon the facility layout and determined during the initial quote process.

Turn Key Service The commercial carrier may provide this service which includes the following: lift-gate to unload, unpackage, place equipment for use with partial or full assembly and removal of dunnage from site. If requested, this cost will be determined during the initial quote process.

*Note. For insurance purposes Samson cannot drill into walls or floors to install equipment.

A SERVICE CHARGE OF 1.5% PER MONTH WILL BE APPLIED TO ALL PAST DUE INVOICES

SAMSON
SAMSON
SAMSON
WARNING

COLORADO
COLORADO
COLORADO
COLORADO
BUFFALOES
BUFFALOES
SAMSON

THE FITNESS SUPERSTORE®
SINCE 1979!

City of Las Vegas

re: Abe Montoya Community Center **08 / 12 / 202**

c/o Elias Baca

1751 North Grande
Las Vegas, NM 87701
Phone **505-426-1739**
Fax **505-426-1738**

1	2	3	4	5	6	7	8	9
			Unit		Unit	Unit	Unit	Total
Item	QTY	Description	MSRP	Disc	Quote	Freight	Install	Cost
1	6	**LANDICE** L10 LTD Programmable Treadmill w/ ACHIEVE display, 5.0hp Motor, 22" x 60" belt, and Heart Rate Contact (Commercial Warranty = Lifetime Frame, 5 Years ALL Parts and 2 Years Labor) *	6,499.00	**27%**	4,744.27	155.00	50.00	**29695.62**
2	3	**LANDICE** R9 Step-Thru Recumbent Bike w/ ACHIEVE console and Heart Rate contact (Commercial Warranty= Lifetime frame, 5 Years Parts and 1 Year Labor) *	4,099.00	**29%**	2,910.29	97.00	30.00	**9111.87**
3	3	**LANDICE** U9 Upright Bike w/ ACHIEVE console and Heart Rate contact (Commercial Warranty= Lifetime frame, 5 Years Parts and 1 Year Labor) *	3,699.00	**29%**	2,626.29	90.00	30.00	**8238.87**
4	4	**THROWDOWN** Heavy Bag – 4' / 100# # TD-HB-4 *	259.00	**30%**	181.30	115.00	0.00	**1185.20**
5	4	**TROY** Triceps Rope *	29.99	**30%**	20.99	1.05	0.00	**88.17**
6	1	Trip Fee- Las Vegas, NM *	150.00	**100%**	0.00			**0.00**
								48,319.73

* Price quote good for 30 days

**** The Fitness Superstore is the Authorized Dealer and CERTIFIED Service provider in New Mexico for all products quoted**

*** Santa Fe County Purchasing contract
# 2018-0079-A-FD/IC

Please feel free to contact me with any questions.

800-439-5895

505-345-5895

Sincerely,

Gerry Reneau

Commercial Sales Director

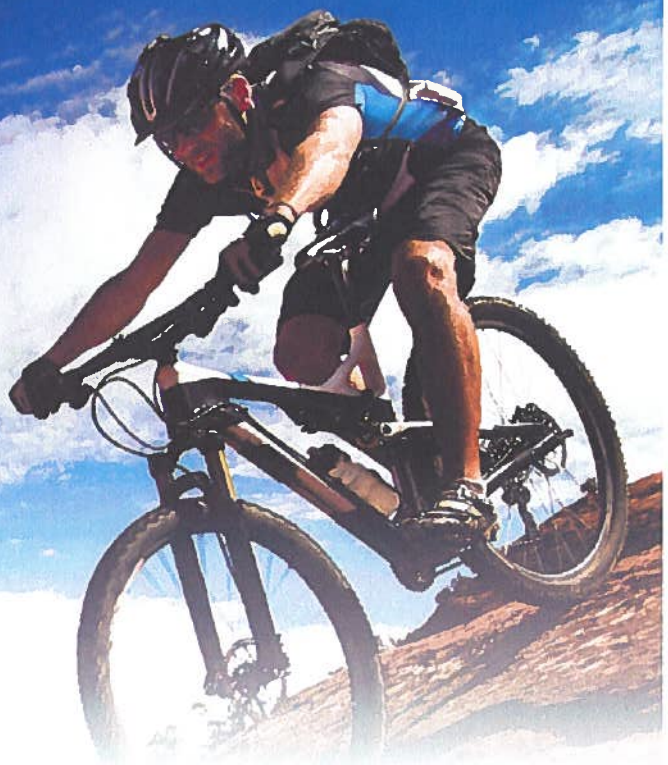
gerry@thefitnesssuperstore.com

since 1967 LANDICE 50th * ANNIVERSARY *

LANDICE

COMMERCIAL BIKES

RELIABILITY & PERFORMANCE



THE NEW
LANDICE
STANDARD

Our step-through R9 recumbent and U9 upright bikes provide the style and durability found in all Landice equipment. Aesthetically designed and self-powered, these machines will complement any club or light commercial application. These bikes are engineered with user and facility in mind and set the new standard.

COMMERCIAL WARRANTY

5-year parts
1-year labor

LANDICE

THE NEW STANDARD

Complete with comfort, conveniences and innovation, the R9 and U9 series represent the new standard in reliability and performance from a name you can trust - Landice.

To review additional bike options, please visit us at **www.landice.com**.

	R9	U9
Frame Type	Step-through recumbent with low step-over height	Upright
Pedal Type	Self-balanced pedals with adjustable straps	Self-balanced pedals with adjustable straps
Seat Adjustment	Forward/backwards with 15 settings	Up/down with 12 settings
Flywheel Weight	15 lbs.	15 lbs.
Resistance System	Eddy current magnetic braking system	Eddy current magnetic braking system
Resistance Range	1-20	1-20
Handlebar	Console grip bars, seat grips with contact heart-rate monitoring and resistance controls	Racing style handlebars with contact heart-rate and resistance controls
Display	LED with multiple feedback windows	LED with multiple feedback windows
Heart Rate	Contact heart rate for heart rate control/ wireless chest-strap (optional)	Contact heart rate for heart rate control/ wireless chest-strap (optional)
Accessories	Water bottle holder, reading rack, accessory pocket	Water bottle holder, reading rack, accessory pocket
Cooling Fan	3 speeds	3 speeds
Electrical Requirement	Self-powered	Self-powered
Transport Wheels	Yes	Yes
Levelers	Yes	Yes
Assembled Weight	205 lbs.	159 lbs.
Dimensions	65.74" L x 25.31" W x 52.20" H	44.56" L x 24.72" W x 58.11" H
Max User Weight	350 lbs.	350 lbs.

WARRANTY

Landice offers a 5-year parts and a 1-year labor warranty valid to all commercial applications which include light commercial, hotels, health clubs and pay-for-membership facilities. High-wear items such as pedal straps carry a 90-day warranty against defects in material and workmanship.

PROGRAMS

8 Built-in programs (time, distance, calories, fat burn, interval, hills, mountain, road course)
2 Heart Rate programs (heart rate, interval)
5 User programs

WORKOUT FEEDBACK

Speed, Distance, Calories, Cal/Hour, RPM, Resistance, Watts, Time, METS, Heart Rate, Target Heart Rate, Time in Heart-Rate Zone

LANDICE

L10 COMMERCIAL TREADMILL

STAMINA & RESILIENCE

Landice built its reputation on the quality and craftsmanship of its treadmills. Since 1967, we have continuously engineered the most innovative and durable fitness products in the industry.

THE FINEST TREADMILLS

The L10 is our newest treadmill specifically designed for demanding club environments. With its 5-horsepower AC drive, the L10 is the perfect complement to any high-use setting. Its sleek design and durable construction are trademark elements of Landice's engineering heritage. We make a machine you can depend upon.

EXPERT CRAFTSMANSHIP SINCE 1967

PRO SPORTS

CARDIO

CONSOLES	
Center Display	9" Color LCD: Cardio and Pro Sports Consoles
Statistics	Time, Speed, Distance, Incline, Calories, Calories per hour, Pace, Pulse, METs, Watts and Lap Counter
Programs	**PRO SPORTS:** 8 built-in programs; 5 user-defined programs **CARDIO:** 9 built-in programs; 5 user-defined programs; 6 interactive HRC programs
Sound	Console will beep when changes are made. This feature can be turned on or off.
Keypad	Numeric keypad with express speed and incline keys
Heart Rate	**PRO SPORTS:** Contact heart rate (read only) **CARDIO:** Interactive contact heart rate
USB Port	Yes (Charging capability for most devices)
TV (Optional)	Bracket with BVE TV, Coaxial cable or HDMI jack located on upright leg

L10 TREADMILL	
Drive Motor	5HP AC Drive
Speed Range	0.5 - 15.5 mph (220 VAC) 0.5 - 12.5 mph (110 VAC)
Incline	0% - 15%
Treadbelt	22" W x 60" L
Frame Material	Steel
Deck	1" Reversible
Roller Size	3 1/2"
Fan	Yes
Accessory Pockets	Phone, tablet and 2 water bottles holders
Step-up Height	9"
Electrical Requirement	Dedicated lines required: 220 VAC, 50/60Hz, 10 amps or 110 VAC, 50/60Hz, 20 amps
Max User Weight	500 lbs.
Dimensions	83" x 34" x 64"
Certifications	UL, CAN, CE (TUV)

L10 COMMERCIAL WARRANTY

The L-Series Club warranty covers products for unlimited hours in a pay-for-membership facility. 5-year parts, 2-year wear items (deck and belt), 90-day high-wear items (USB port), 1-year labor.

To review additional treadmill options, please visit us at www.landice.com

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 21, 2022

Date Submitted: 09/15/22

Department: Executive / Human Resource

Item/Topic: Consideration to approve Resolution No. 22-56 restructuring the City of Las Vegas Organizational Chart. As per the Municipal City Charter, Section 5.07 Departments. A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

Fiscal Impact: N/A

Attachments: City of Las Vegas Organizational Chart and Departments Organizational Charts – Public Works Department.

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-56

A RESOLUTION OF THE CITY OF LAS VEGAS REPEALING AND REPLACING RESOLUTION NO. 22-40 RESTRUCTURING OF THE CITY OF LAS VEGAS ORGANIZATIONAL CHART.

WHEREAS, the City of Las Vegas (the "City") is required to abide by the provisions set forth by the City of Las Vegas Municipal Charter adopted March 2, 2012 ("the Charter"); and

WHEREAS, the City Council passed Resolution 22-40, which reorganized the City's structure; and

WHEREAS, Section 5.07(B) of the Charter states "Each department shall be under the supervision of a department director, subject to the direction and supervision of the City Manager"; and

WHEREAS, the Charter permits the City Manager to establish such departments as are necessary for efficient administration of the City and modify the City organizational structure upon City Council approval.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body hereby repeals Resolution No. 22-40 and replaces it with this Resolution, including the attached reorganizational chart.

APPROVED AND ADOPTED this _____ day of September, 2022.

_____
Mayor Louie A. Trujillo

ATTEST:

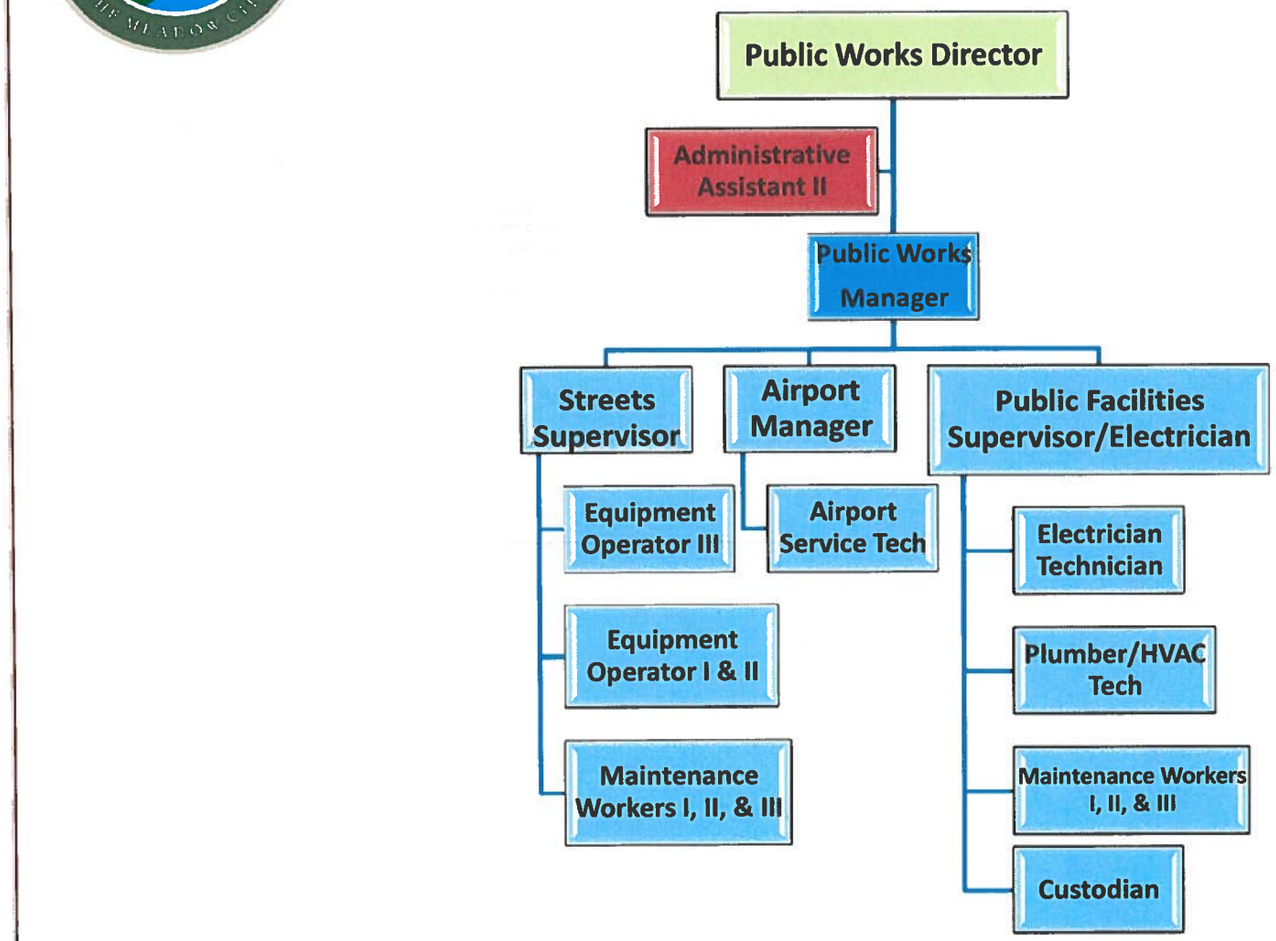
_____
Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____
Scott Aaron, City Attorney

Proposed 10/12/22

Public Works



CITY OF LAS VEGAS REGULAR
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 21, 2022

Date Submitted: 9/15/2022 **Department:** City Manager

Item/Topic: Request approval for Out-of-State travel for City Manager Leo Maestas and Councilor David Romero to attend the National Association of Latino Elected and Appointed Officials (NALEO) National Policy Institute on the Latino Workforce and Economic Opportunity on September 29-30, 2022 in Manhattan Beach, CA.

Fiscal Impact:

Attachments: Institute Agenda

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

Approved For Submittal By:

Department Director

Leo Maestas By DJ

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

INSTITUTE AGENDA

NALEO National Policy Institute on the Latino Workforce and Economic Opportunity

September 29–30, 2022 | **west***drift* Manhattan Beach Hotel | Manhattan Beach, CA

Presenting Sponsor
State Farm®

Title Sponsors
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The James Irvine Foundation
Lumina Foundation
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Investor Sponsors
The Annie E. Casey Foundation
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NALEO National Policy Institute on the Latino Workforce and Economic Opportunity
September 29–30, 2022
Manhattan Beach, CA

COVID-19's impact on the economy highlighted Latino workers' vulnerability to workplace disruption. Though we are the second-largest population in the United States and make up a large portion of the U.S. labor force, we are underrepresented in higher-paying occupations. Rapid technological advances add another layer of urgency for working Latinos — forcing us to constantly revamp our skills to increase our chances for better employment opportunities. The country's long-term economic recovery is inextricable from the economic recovery of Latino families and communities. With this in mind, Latino policymakers need to be at the forefront of advancing effective policies and programs that put the Latino workforce, especially those seeking employment, on the pathway toward economic opportunity by improving mobility in the labor market.

The *NALEO National Policy Institute on the Latino Workforce and Economic Opportunity* will provide policymakers from across the country the opportunity to gather in person for a strategic exchange of ideas, best practices, and policy approaches to better understand the challenges and opportunities that Latino workers face in reskilling and upskilling to better prepare themselves for the opportunities that are available in the current and future labor markets.

The *NALEO National Policy Institute on the Latino Workforce and Economic Opportunity* will take place in Manhattan Beach, California and will observe enhanced COVID-19 safety protocols, including proof of vaccination and other measures which can be found here.

Thursday, September 29, 2022

1:30 p.m. – 2:30 p.m. PT
Registration and Networking
SHOREACRE Room 1 and Foyer, Lower Level

2:30 p.m. – 2:45 p.m. PT
Welcome Remarks
SHOREACRE Room 1, Lower Level

2:45 p.m. – 4:00 p.m. PT
The Economic State of Latinos
SHOREACRE Room 1, Lower Level

When the first round of pandemic aid programs began to expire in summer 2020, economists warned of a looming cliff facing the Americans who still needed financial help and a pandemic-weakened economy that was not yet ready to stand on its own. Last fall, unemployment benefits expired for millions of workers, and aid ceased yet again in January when monthly federal payments for families with children halted. Later, a strong job market gave workers an income boost that helped them recover from the pandemic-driven economic crisis — but now they are left potentially facing another as the economy shows signs of slowing down. To minimize additional economic harm that could further destabilize Latino communities, it is vital for policymakers to monitor short and long-term economic data. This session will provide policymakers with high-level data on the economic status of Latinos to better identify actionable approaches to improving the economic mobility of their constituents.

5:00 p.m. – 6:30 p.m. PT
Opening Reception
SHOREACRE Backyard, Lower Level

Opening Reception Patrons: Microsoft, Walmart

Friday, September 30, 2022

8:00 a.m. – 9:00 a.m. PT
Registration and Breakfast
SHOREACRE Room 1 Foyer and Backyard, Lower Level

Friday, September 30, 2022 (*continued*)

9:00 a.m. – 9:45 a.m. PT
Bridging the Digital Divide: The Digital Equity Act (Discussion I)
SHOREACRE Room 1, Lower Level

Technology continues to be a major driver of change across jobs. In fact, the COVID-19 pandemic exposed the depth to which the digital divide affects the Latino community. Surveys by *The Aspen Institute* highlight that 33 percent of Latino families report not having regular access to the internet, and many only had access through their mobile phones. Evolving job needs have prompted jurisdictions big and small to rethink their strategies in providing digital tools and skills training to workers in tandem with ways to address broadband needs. To deal with this digital gap and expand access to economic opportunity for workers, the Digital Equity Act (DEA), a provision of the Infrastructure Investment and Jobs Act, will deploy $2.75 billion in grants to states. Policymakers can make significant differences in improving their constituents' outcomes, especially when leveraging federal and state policies and funding like DEA. During this discussion, participants will learn strategies to better engage in their state's digital equity planning process. After the speaker remarks, participants will have an opportunity to engage in roundtable discussions.

9:45 a.m. – 10:30 a.m. PT
Reskilling the Essential Workforce (Discussion II)
SHOREACRE Room 1, Lower Level

The pandemic forced an accelerated digitalization of our economy, including the integration of artificial intelligence (AI), automation, and other technological advancements. These components continue to reshape the workplace and the in-demand workforce skills. This could potentially leave the Latino essential workforce vulnerable to the disruption that new and emerging technologies will continue to bring. To ensure that we are leveraging the assets of the Latino workforce, policymakers must ensure that their policies promote training and support services to help these workers progress in their careers and move into better-paying jobs. In this conversation, policymakers will explore strategies to better promote reskilling and upskilling practices in their jurisdictions to strengthen opportunities for career advancement. After the speaker remarks, participants will have an opportunity to engage in roundtable discussions.

10:30 a.m. – 10:45 a.m. PT
Networking Break
SHOREACRE Room 1 and Backyard, Lower Level

Friday, September 30, 2022 (*continued*)

10:45 a.m. – 11:45 a.m. PT
Green Jobs and Latinos: Addressing Barriers (Discussion III)
SHOREACRE Room 1, Lower Level

The green industry is one of the fastest-growing industries in the nation. As public agencies collaborate with stakeholders to allocate historic amounts of public funding to infrastructure projects, a well-trained, skilled workforce is critical to make these investments come to life across the nation. Workforce and professional development strategies like apprenticeships can ensure that the transition toward green energy jobs is an opportunity for the Latino workforce—and prepare those who might have otherwise lost their jobs for the new ones being created. This conversation will highlight strategies for aligning apprenticeship and regional workforce systems to achieve green job goals. After the speaker remarks, participants will have an opportunity to engage in roundtable discussions.

11:45 a.m. – 12:30 p.m. PT
Networking Luncheon
SHOREACRE Backyard, Lower Level

12:30 p.m. – 1:00 p.m. PT
Voices of the Latino Workforce
SHOREACRE Room 1, Lower Level

Participants will hear stories from Latino workers about their workforce experiences and their lessons learned while navigating career pathways. Additionally, participants will have a chance to share ideas on how to continue developing opportunities and policies that empower workers.

1:00 p.m. – 1:30 p.m. PT
#TheNALEONetwork at Work
SHOREACRE Room 1, Lower Level

Participants will have the opportunity to engage and connect with fellow attendees from across the country as the Policy Institute wraps up to discuss pressing topics, share knowledge, and build relationships within #TheNALEONetwork.

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 21, 2022

Date Submitted: September 15, 2022 **Department:** Fire Department

Item/Topic: Consideration of the International Association of Fire Fighters (IAFF) Local 4625 agreement. The City of Las Vegas entered into contract negotiations with IAFF for purpose of negotiating a new contract through December 2023. The International Association of Fire Fighters Local 4625 has ratified and approved the collective bargaining agreement.

Fiscal Impact: The impact to the Fiscal Year 2022-23 budget is $15,000.00- $20,000.00 including fringe benefits, as per Finance Department.

Attachments: International Association of Fire Fighters Contract and the ratification letter from the International Association of Fire Fighters.

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

Revised October 2020

IAFF L4625 FIREFIGHTERS UNION/CITY OF LAS VEGAS NEGOTIATIONS

CITY OFFER

TENTATIVE APPROVAL

DATE PRESENTED April 27, 2022

CHIEF SPOKEPERSON

L4625 #30

Date: 5/14/22

CHIEF SPOKEPERSON

Date: 5/18/2022

Original Language:

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.

Proposed:

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)~~ (Refer to Current City Drug & Alcohol Policy). 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.

International Association of Fire Fighters
IAFF Local 4625
320 Grant St, Las Vegas, NM 87701

L.A. Sena	***Fabian Duran***	***John Alley***	***Kris Brito***
President	Vice President	Secretary	Treasurer

Articles Requesting to be Ratified or Added

Presented on this date 5/18/22 **@** 1105 **(am)/pm**

Original language:

ARTICLE 36 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.

Ratification:

ARTICLE 36 HOLIDAY PAY

The City of Las Vegas Fire Dept. (shift work) employees will be compensated for holidays as follows:

A. Employees that work on city observed holidays will receive holiday pay for hours worked at two and one-half (2.5) times employees' regular hourly rate of pay.

B. Employees not scheduled to work on a city observed holiday will receive holiday pay (8HR) at straight pay at the employees' regular hourly rate.

Effective the first full pay period after _____ or following ratification and signature of the Agreement, or resolution of impasse, whichever is later.

CITY OF LAS VEGAS

IAFF LOCAL 4625

Date 5/18/22

IAFF L4625 FIREFIGHTERS UNION/CITY OF LAS VEGAS NEGOTIATIONS

CITY COUNTER Compensation Counter Offer **TENTATIVE APPROVAL**

DATE PRESENTED September 7, 2022

CHIEF SPOKEPERSON

LA Sena L4625 President

Date: 9/6/2022

CHIEF SPOKEPERSON

Date: 9/6/22

Original Language:

ARTICLE 32 COMPENSATION

A. Fiscal Year 2020-21 All bargaining unit employees will receive a $2.00 increase to the Employee's regular hourly rate of pay. The increase is effective the first full pay period after ratification and signature of the Agreement or resolution of impasse, whichever is later.

B. Bargaining unit employees will receive a 4% increase to their regular hourly rate for successful completion of each certification. The current applicable certification as Fire I, Fire II, and EMT-B.

The City of Las Vegas and the International Association of Fire Fighters Local 4625 agree to work harmoniously to achieve an updated pay scale for the department for Fiscal Year 2021-22.

IAFF Proposed:

ARTICLE 32 COMPENSATION

A. Implemented Fiscal Year 2022-23. ~~2020-21 All bargaining unit employees will receive a $2.00 increase to the employee's regular hourly rate of pay.~~ The increase is Effective the first full pay period after ratification and signature of the Agreement or resolution of impasse, whichever is later, all Non-salary employees will adopt LVFD Pay Scale Appendix A.

B. All employees will receive a 4% increase to their regular hourly rate for successful completion of each certification. The current applicable certifications are Fire I, Fire II, EMT-B, AEMT (EMT-I), and Paramedic.

- All non-salary employees will obtain 10% increase to their hourly rate when moved to the next

rank in accordance with LVFD Policies Rank Structure.
- All LVFD non-salary employees will obtain a 3.5% annual step increase for each uninterrupted year of service.
- Any percentage increases must be done on a compounding total.
- When progressing to a higher rank, employee must be placed on a step level equivalent or higher than said previous rank.
- 2080hr Schedule (40hr/week) hourly wages will be implemented for employee/s at the Entry Level Fire Fighter Rank during their orientation period, until successful completion.
- 2080hr Schedule (40hr/week) hourly wages will be implemented for employee/s who are attending an 8:00am - 5:00pm class/training that compromises the 2912hr Schedule (regular shift hours) for said employee/s.
- 2080hr Schedule (40hr/week) hourly wages will be implemented for employee/s who are placed on FMLA.
- Employee/s hired as a lateral position will be placed in appropriate step placement using a 2 to 1 scale for years of service (Ex: Employee hired with four (4) years of service will be placed in Step 2 of LVFD Pay Scale Appendix A, within appropriate rank of hire.
- LVFD non-salary employee/s who are scheduled and/or assigned to cover a position that exceeds their current rank shall receive an 8% increase to their hourly rate for all actual hours worked/covered. Coverage will be pre-approved utilizing chain of command.
- LVFD Pay Scale Appendix A will adjust with Federal and/or State Wage Regulations and Laws, whichever is higher.

The City of Las Vegas and the International Association of Fire Fighters Local 4625 agree to continuously work in harmony to ~~achieve an updated~~ maintain pay scale for the department for future Fiscal Years ~~Fiscal Year 2021-22.~~

City Counter:

ARTICLE 32 COMPENSATION

A. Implemented Fiscal Year 2022-23. ~~2020-21 All bargaining unit employees will receive a $2.00 increase to the employee's regular hourly rate of pay.~~ The increase is Effective the first full pay period after ratification and signature of the Agreement or resolution of impasse, whichever is later, all Non-salary employees will adopt LVFD Pay Scale Appendix A.

B. All employees will receive a 4% increase to their regular hourly rate for successful completion of each certification. The current applicable certifications are Fire I, Fire II, EMT-B, AEMT (EMT-I), and Paramedic.
- When progressing to a higher rank, all non-salary employees will obtain 10% increase to their hourly rate when moved to the next rank in accordance with LVFD Policies Rank Structure. Employee must be placed on a step level equivalent or higher then said previous rank.
- All LVFD non-salary employees will obtain a 2.5% ~~3.5%~~ annual step increase for each uninterrupted year of service.
- Any percentage increases must be done on a compounding total.

- 2080hr Schedule (40hr/week) hourly wages will be implemented for employee/s at the Entry Level Fire Fighter Rank during their orientation period, until successful completion.
- 2080hr Schedule (40hr/week) hourly wages will be implemented for employee/s who are attending an 8:00am - 5:00pm class/training that compromises the 2912hr Schedule (regular shift hours) for said employee/s.
- 2080hr Schedule (40hr/week) hourly wages will be implemented for employee/s who are placed on FMLA.
- Employee/s hired as a lateral position will be placed in appropriate step placement using a 2 to 1 scale for years of service (Ex: Employee hired with four (4) years of service will be placed in Step 2 of LVFD Pay Scale Appendix A, within appropriate rank of hire.
- LVFD non-salary employee/s who are scheduled and/or assigned to cover a position that exceeds their current rank shall receive an 8% increase to their hourly rate for all actual hours worked/covered. Coverage will be pre-approved utilizing chain of command.
- LVFD Pay Scale Appendix A will adjust with Federal and/or State Wage Regulations and Laws, whichever is higher.

The City of Las Vegas and the International Association of Fire Fighters Local 4625 agree to continuously **work** in harmony **to** ~~**achieve an updated**~~ maintain **pay scale for the department for** future Fiscal Years ~~**Fiscal Year 2021-22.**~~

Effective the first full pay period after _____ or following ratification and signature of the Agreement, or resolution of impasse, whichever is later.

IAFF L4625 FIREFIGHTERS UNION/CITY OF LAS VEGAS NEGOTIATIONS

CITY OFFER

TENTATIVE APPROVAL

DATE PRESENTED April 27, 2022

CHIEF SPOKEPERSON

L4625 #30

Date: 5/18/22

CHIEF SPOKEPERSON

Date: 5/18/22

Original Language:

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.

Proposed Language:

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. Employees may obtain one copy of their personnel record annually at no charge, there after a ~~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.

IAFF L4625 FIREFIGHTERS UNION/CITY OF LAS VEGAS NEGOTIATIONS

CITY COUNTER Proposed Language

TENTATIVE APPROVAL

DATE PRESENTED May 17, 2022

CHIEF SPOKEPERSON

CHIEF SPOKEPERSON

ARTICLE #? SLEEP

Original Proposed Article:

ARTICLE #? Sleep

If hours of sleep are lost between the hours of 2000 and 0700, whether due to high volume radio traffic or response to call, those lost hours can be made up after the hour of 0700 time permitting. If unable to sleep past 0700, hours lost can be made up as "rehabilitation" hours between the hours of 0800 through 1700.

Ratification:

ARTICLE #17.1 Fatigue Risk Management

The City of Las Vegas Fire Dept recognizes the importance of Evidence-Based Guidelines for Fatigue Risk Management in the fire service, and agrees the physical and mental health of department personnel is a priority. The Department shall work with the IAFF Local 4625 leadership to establish and develop departmental policy specifically for the Fatigue Risk Management Program for personnel. This policy shall be developed based upon recommended practices from scientific studies performed specifically for Fire and EMS including but not limited to source such as: National Fire Prevention Association, National Fire Academy, and National Library of Medicine.

This policy shall include sections including:

A. Measuring Fatigue such as: Unit Hour Utilization (UHU), Fatigue/Sleepiness survey instruments, or other scientifically accepted methods.
B. Identifying Factors or Watch-Out Conditions leading to Fatigue in the Workplace
C. Define Sign/Symptoms of Fatigue
D. Present Fatigue Prevention Actions
E. Methods for Dealing with Fatigue

The initial policy shall have a completion date of October 1, 2022.

IAFF

International Association of Fire Fighters

THE LAS VEGAS, NEW MEXICO PROFESSIONAL FIRE FIGHTERS ASSOCIATION

IAFF Local 4625

and

The City of Las Vegas

_____ through December 31, 2023

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DRAFT

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 in the position of Firefighter and Engineer.

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 or non-membership in the union, 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 on non-work time and unpaid status.

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. Changes shall be made no later than June 1st for the upcoming fiscal year. No other changes will be allowed after that date.

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. Changes shall be made once each fiscal year by written notification to the City's Human Resource Office no later than June 1st for the upcoming fiscal year. No other changes will be allowed after that date.

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. Any posting of inappropriate material or nature will result in the loss of the privilege to post on the 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.

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

DRAFT

ARTICLE 7 UNION RIGHTS

A. The Union has the right to elect and/or to appoint its own executive officers, stewards, and trustees. Union President must provide a list of appointees by July 1st of each year and within five (5) days of any changes along with their contract information and scope of authority and that only the people on the list will be recognized as union 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 in which the employer requests the assistance of the union president.

D. 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 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 13 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 Insurance:	Employer pays 100%
Disability Insurance:	Employee pays 100%
Vision Insurance:	Employer pays 50% Employee pays 50%

ARTICLE 14 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 15 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 16 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.

ARTICLE 17 PHYSICAL FITNESS

A. The firefighting 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 all personnel will participate in the wellness program in order to improve on personal fitness and maintain efficient job performance.

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B. Firefighters shall be allowed up to two (2) hours daily to maintain physical conditioning at the Abe Montoya Recreation Center or Station Two (2) fitness area. These two hours shall include the changing of uniforms and personal hygiene/grooming. Firefighters shall also be permitted to utilize the Recreation Center on non-duty days at no cost to the employee. All equipment related to physical fitness at the Recreation Center and Station Two (2) fitness area may be utilized; with the understanding that any and all safety features of each machine must be in place and functioning. When free weights are utilized on-duty, a spotter must be in place and weight shall not exceed 225 pounds. Upon receiving any emergency call, firefighters shall respond from either location in appropriate attire and PPE.

C. The City will commit to creating a Physical Fitness Policy ran by the appointed Wellness Coordinator within the Fire Department. The Union will also work in good faith with the Wellness Coordinator to follow the guidelines set forth in the aforementioned Physical Fitness Policy.

D. All personnel must wear a presentable LVFD t-shirt while working out on duty. This will ensure professional representation of the department and also identify each firefighter on duty.

ARTICLE 17.1 FATIGUE RISK MANAGEMENT

The City of Las Vegas Fire Department recognizes the importance of Evidence-Based Guidelines for Fatigue Risk Management in the fire service, and agrees the physical and mental health of department personnel is a priority. The Department shall work with IAFF Local 4625 leadership to establish and develop departmental policy specifically for the Fatigue Risk Management Program for personnel. This policy shall be developed based upon recommended practices from scientific studies performed specifically for Fire and EMS including but not limited to sources such as: National Fire Prevention Association, National Fire Academy, and National Library of Medicine.

This policy shall include sections including:

A. Measuring Fatigue such as: Unit Hour Utilization (UHU), Fatigue/Sleepiness survey instruments, or other scientifically accepted methods.
B. Identifying Factors or Watch-Out Conditions leading to Fatigue in the Workplace.
C. Define Sign/Symptoms of Fatigue
D. Present Fatigue Prevention Actions
E. Methods for Dealing with Fatigue

The initial policy shall have a completion date of October 1, 2022.

ARTICLE 18 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 19 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 20 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.

I. Any off duty conduct that is cause for disciplinary or legal action, if it compromises the integrity of the fire department, must immediately be reported to the Fire Chief and/or proper chain of command at the earliest convenience of the person involved. Said infraction or event shall be reviewed by a committee consisting of the Fire Chief, Deputy Chief, Captain and assigned shift Lieutenant. Personnel involved will retain the right to have union representation during the pre-disciplinary and disciplinary process. Final disciplinary action must be agreed upon by a minimum of 3/5ths vote from the committee.

ARTICLE 21 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 who is in process at the time of termination shall also be terminated with the exception of any pay, benefit, or dismissal grievance.

ARTICLE 22 OUTSIDE EMPLOYMENT/VOLUNTEER WORK

A. Bargaining unit employees should consider their employment with the City of Las Vegas as their primary employment. Safety of the City's employees and citizens is of the utmost importance. Therefore, due to the strenuous nature of the job and potential conflict of interest, bargaining unit employees should not accept shifts in any other Fire Department or Emergency Service or engage in outside employment within twelve (12) hours of their assigned shift with the City.

B. Bargaining unit employees will not perform any work related to outside employment or volunteer work, while on duty with the City. Work/volunteer tasks include but are not limited to, receiving or making telephone calls, sending or drafting correspondence, or responding to calls. A bargaining unit employee who performs work related to outside employment or volunteer work during work time with the City has provided just cause for immediate disciplinary action.

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 forty-eight (48) hours on and ninety-six (96) off. Overtime will be paid in accordance with FLSA on a 14-day pay cycle, the overtime threshold for this work period will be 106 hours.

Employees covered by this agreement shall work a 48 hour on duty and 96 hour off duty shift in accordance with the following rotating schedule below.

Days of Cycle:
Shift:

1	2	3	4	5	6	7	8	9	10	11	12	13	14
* A	* B	B	*C	C	A	A	B	B	C	C	A	A	B
1	2	3	4	5	6	7	8	9	10	11	12	13	14
B	C	C	A	A	B	B	C	C	A	A	B	B	C
1	2	3	4	5	6	7	8	9	10	11	12	13	14
C	A	A	B	B	C	C	A	A	B	B	C	C	A
1	2	3	4	5	6	7	8	9	10	11	12	13	14
A	B	B	C	C	A	A	B	B	C	C	A	A	B
1	2	3	4	5	6	7	8	9	10	11	12	13	14
B	C	C	A	A	B	B	C	C	A	A	B	B	C
1	2	3	4	5	6	7	8	9	10	11	12	13	14
C	A	A	B	B	C	C	A	A	B	B	C	C	A

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

*The team beginning their 2nd day of a 48hr shift on the 1st day of a 14-day pay cycle will be scheduled for 120 hours of work. (i.e. **A** shift on 2nd row, 1st column)

*The team beginning their 48hr shift on the 2nd day of the 14-day pay cycle will be scheduled for 120 hours of work. (i.e. **B** shift on 2nd row, 2nd column)

*The team beginning their 48hr shift on the 4th day of a 14-day pay cycle will be scheduled for 96 hours of work. (i.e. C shift on 2nd row, 4th column)

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)~~ (Refer to Current City Drug & Alcohol Policy). 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.

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B. Employees may obtain copies of material in their personnel file. Employees may obtain one copy of their personnel record annually at no charge, there after a ~~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 Employees contribution rates for PERA shall be the Employer contribution rate for PERA to be 75% and Employee contribution rate for PERA to be 25%.

ARTICLE 32 COMPENSATION

A. Implemented Fiscal Year 2022-23 all Non-salary employees will adopt LVFD Pay Scale Appendix A. ~~2020-21 All bargaining unit employees will receive a $2.00 increase to the employee's regular hourly rate of pay.~~ The increase is effective the first full pay period after ratification and signature of the Agreement or resolution of impasse, whichever is later.

B. ~~Bargaining unit~~ All employees will receive a 4% increase to their regular hourly rate for successful completion of each certification. The current applicable certification as Fire I, Fire II, and EMT-B, AEMT (EMT-I) and Paramedic.

- When progressing to a higher rank, all non-salary employees will obtain 10% increase to their hourly rate when moved to the next rank in accordance with LVFD Policies Rank Structure employee must be placed on a step level equivalent or higher then said previous rank.

- All LVFD non-salary employees will obtain a 2.5% annual step increase for each uninterrupted year of service.
- Any percentage increase must be done on a compounding total.

- 2080hr Schedule (40hr/week) hourly wages will be implemented for employee/s at the Entry Level Fire Fighter Rank during their orientation period, until successful completion.
- 2080hr Schedule (40hr/week) hourly wages will be implemented for employee/s who are attending an 08:00am – 5:00pm class/training that compromises 2912hr Schedule (regular shift hours) for said employee/s.
- 2080hr Schedule (40hr/week) hourly wages will be implemented for employee/s who are placed on FMLA.
- Employee/s hired as a lateral position will be placed in appropriate step placement using a 2 to 1 scale for years of service (Ex: Employee hired with four (4) years of service will be placed in Step 2 of LVFD Pay Scale Appendix A, within appropriate rank of hire).
- LVFD non-salary employee/s who are scheduled and/or assigned to cover a position that exceeds their current rank shall receive an 8% increase to their hourly rate for all actual hours worked/covered. Coverage will be pre-approved utilizing chain of command.
- LVFD Pay Scale Appendix A will adjust with Federal and/or State Wage Regulations and Laws, whichever is higher.

The City of Las Vegas and the International Association of Fire Fighters Local 4625 agree to continuously work in harmony ~~harmoniously~~ to ~~achieve an updated~~ maintain pay scale for the department for future Fiscal Years. ~~Fiscal Year 2021-22.~~

ARTICLE 33 EDUCATIONAL PAY

A. The Union and the City recognize the value of higher education and trained public employees to the public, and encourage City employees in all classifications to pursue academic degrees and advanced training.

B. All financial changes outlined in this article shall become effective within the first pay period beginning after the effective date of this Agreement.

C. Effective July 2018 all members of the bargaining unit will receive $50.00 a month for an associate's degree, $100.00 a month for a bachelor's degree and $150.00 a month for a masters degree. An official transcript and a copy of the degree conferred shall be submitted to the Human Resource Department of the City of Las Vegas. The degree must be from an accredited college or university.

D. Bargaining unit employees who must attend any field related schooling required by the City of Las Vegas Fire Department will be compensated for those hours of class attended. The following list of academy classes shall serve as reference to what classes may be attended but is not limited to the following.

- Hazardous Materials: Awareness & Operations
- Firefighter I & II
- Structural Firefighting
- Extrication
- Flammable and Combustible Liquids

- Driver Operator
- Pump Operations
- Emergency Medical Technician
- Emergency Medical Refresher
- Rope Rescue I & II
- ICS 100, 200, 800

E. LVFD shall provide adequate transportation to bargaining unit employees when attending required classes. If no transportation is available and Fire Chief approves the use of a personal vehicle; mileage must be documented before and after each trip. This documentation shall be submitted to the immediate supervisor upon returning from class. Compensation for mileage shall be compensated at a rate of $0.25 per mile and will be issued in a separate check to the individual. In order for a personal vehicle to be utilized for any city business, all insurance and registration must be up to date and provided to the Fire Chief prior to approval.

ARTICLE 34 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 35 SICK LEAVE INCENTIVE

A. Full-time employees on shift work schedules who use twelve (12) hours of sick leave or less from January 1st through June 30th will receive twenty four (24) hours of administrative leave to be used within sixty (60) days. Full-time employees on shift work schedules who use twelve (12) hours of sick leave or less for the period of July 1st through December 31st will receive twenty four (24) hours of administrative leave to be used within sixty (60) days.

ARTICLE 36 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.~~

The City of Las Vegas Fire Dept. (shift work) employees will be compensated for holidays as follows:

A. Employees that work on city observed holidays will receive holiday pay for hours worked at two and one-half (2.5) times employees' regular hourly rate of pay.

B. Employees not scheduled to work on a city observed holiday will receive holiday pay (8HR) at straight pay at the employees' regular hourly rate.

ARTICLE 37 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, and et. Seq., NMSA 1978, (as amended).

ARTICLE 38 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 39 TERMS OF AGREEMENT

This Agreement shall become effective upon ratification and signature of this agreement or upon resolution of impasse, whichever is later, and shall remain in full force and effect until the next negotiated contract is ratified with exception of compensation, which is negotiated per fiscal year. Negotiations for a successor full collective bargaining agreement ~~to address one economic article and two non-economic articles~~ will occur upon written request by a party received no later than by the end of the first week of January 2023. Local 4625 will receive a written confirmation of notice by management no later than the second week of January 2023. Initial meeting to open of a successor collective bargaining agreement shall be no later than the last week of January 2023. Failure to provide notice of receipt and schedule initial meeting in accordance with the dates listed above will violate article 3, section A of this agreement which in turn violates the preamble of this agreement. Any violation of contract will mandate an immediate addition to the next upcoming city council meeting agenda (whether on public input or actual agenda), for the Union.

ARTICLE 40 AUTHORIZED SIGNATURES AND ATTEST

IN WITNESS WHEREOF, the parties have executed the amendments to this Agreement on this

____ Day of _____ September, 2022.

_____ _____

Louie Trujillo, Mayor Date

_____ _____

Leo Maestas, City Manager Date

_____ _____

L A Sena, President IAFF Local 4625 Date

ATTEST:

_____ _____

Casandra Fresquez, City Clerk Date

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Fire Dept. Pay Plan	Step = 1 year of service	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Entry Level Firefighter	Annual Salary	$36,400.00	$37,310.00	$38,234.56	$39,195.52	$40,185.60	$41,204.80	$42,224.00	$43,272.32	$44,349.76	$45,456.32	$46,592.00
	Hourly Wages											
	2080hr schedule(40hr/week)	$17.50	$17.94	$18.38	$18.84	$19.32	$19.81	$20.30	$20.80	$21.32	$21.85	$22.40
	2912hr schedule(Shift Work)	$12.50	$12.81	$13.13	$13.46	$13.80	$14.15	$14.50	$14.86	$15.23	$15.61	$16.00
Firefighter 1/EMT-B	Annual Salary	$42,224.00	$43,272.32	$44,349.76	$45,456.32	$46,592.00	$47,756.80	$48,950.72	$50,435.84	$51,688.00	$52,969.28	$54,279.68
4% per cert within rank	Hourly Wage											
10% increase per rank	2080hr schedule(40hr/week)	$20.30	$20.80	$21.32	$21.85	$22.40	$22.96	$23.53	$24.25	$24.85	$25.47	$26.10
2.5% increase each step	2912hr schedule(Shift Work)	$14.50	$14.86	$15.23	$15.61	$16.00	$16.40	$16.81	$17.32	$17.75	$18.19	$18.64
Firefighter 2/EMT-B	Annual Salary	$43,912.96	$45,019.52	$46,155.20	$47,320.00	$48,513.92	$49,736.96	$50,989.12	$52,270.40	$53,580.80	$54,920.32	$56,288.96
	Hourly Wages											
	2080hr schedule(40hr/week)	$21.11	$21.64	$22.19	$22.75	$23.32	$23.91	$24.51	$25.13	$25.76	$26.40	$27.06
	2912hr schedule(Shift Work)	$15.08	$15.46	$15.85	$16.25	$16.66	$17.08	$17.51	$17.95	$18.40	$18.86	$19.33
Firefighter 1/EMT-I	Annual Salary	$43,912.96	$45,019.52	$46,155.20	$47,320.00	$48,513.92	$49,736.96	$50,989.12	$52,270.40	$53,580.80	$54,920.32	$56,288.96
	Hourly Wages											
	2080hr schedule(40hr/week)	$21.11	$21.64	$22.19	$22.75	$23.32	$23.91	$24.51	$25.13	$25.76	$26.40	$27.06
	2912hr schedule(Shift Work)	$15.08	$15.46	$15.85	$16.25	$16.66	$17.08	$17.51	$17.95	$18.40	$18.86	$19.33
Firefighter 2/ EMT-I	Annual Salary	$45,660.16	$46,795.84	$47,960.64	$49,154.56	$50,377.60	$51,629.76	$52,911.04	$54,221.44	$55,590.08	$56,987.84	$58,414.72
	Hourly Wages											
	2080hr schedule(40hr/week)	$21.95	$22.50	$23.06	$23.63	$24.22	$24.82	$25.44	$26.07	$26.73	$27.40	$28.08
	2912hr schedule(Shift Work)	$15.68	$16.07	$16.47	$16.88	$17.30	$17.73	$18.17	$18.62	$19.09	$19.57	$20.06
Engineer /EMT-B	Annual Salary	$48,310.08	$49,504.00	$50,756.16	$52,037.44	$53,347.84	$54,687.36	$56,056.00	$57,453.76	$58,880.64	$60,365.76	$61,880.00
(Non pump ops certified)	Hourly Wages											
	2080hr schedule(40hr/week)	$23.23	$23.80	$24.40	$25.02	$25.65	$26.29	$26.95	$27.62	$28.31	$29.02	$29.75
	2912hr schedule(Shift Work)	$16.59	$17.00	$17.43	$17.87	$18.32	$18.78	$19.25	$19.73	$20.22	$20.73	$21.25
Engineer /EMT-B	Annual Salary	$50,232.00	$51,484.16	$52,765.44	$54,075.84	$55,415.36	$56,813.12	$58,240.00	$59,696.00	$61,181.12	$62,724.48	$64,296.96
(Pump ops certified)	Hourly Wages											
	2080hr schedule(40hr/week)	$24.15	$24.75	$25.37	$26.00	$26.64	$27.31	$28.00	$28.70	$29.41	$30.16	$30.91
	2912hr schedule(Shift Work)	$17.25	$17.68	$18.12	$18.57	$19.03	$19.51	$20.00	$20.50	$21.01	$21.54	$22.08
Engineer / EMT-I	Annual Salary	$50,232.00	$51,484.16	$52,765.44	$54,075.84	$55,415.36	$56,813.12	$58,240.00	$59,696.00	$61,181.12	$62,724.48	$64,296.96
(Non pump ops certified)	Hourly Wages											
	2080hr schedule(40hr/week)	$24.15	$24.75	$25.37	$26.00	$26.64	$27.31	$28.00	$28.70	$29.41	$30.16	$30.91
	2912hr schedule(Shift Work)	$17.25	$17.68	$18.12	$18.57	$19.03	$19.51	$20.00	$20.50	$21.01	$21.54	$22.08
Engineer / EMT-I	Annual Salary	$52,241.28	$53,551.68	$54,891.20	$56,259.84	$57,657.60	$59,113.60	$60,598.72	$62,112.96	$63,656.32	$65,257.92	$66,888.64
(Pump ops certified)	Hourly Wages											
	2080hr schedule(40hr/week)	$25.12	$25.75	$26.39	$27.05	$27.72	$28.42	$29.13	$29.86	$30.60	$31.37	$32.16
	2912hr schedule(Shift Work)	$17.94	$18.39	$18.85	$19.32	$19.80	$20.30	$20.81	$21.33	$21.86	$22.41	$22.97
[illegible]	Annual Salary	$55,269.76	$56,638.40	$58,065.28	$59,521.28	$61,006.40	$62,520.64	$64,093.12	$65,694.72	$67,325.44	$69,014.40	$70,732.48
	Hourly Wages											
	2080hr schedule(40hr/week)	$26.57	$27.23	$27.92	$28.62	$29.33	$30.06	$30.81	$31.58	$32.37	$33.18	$34.01
	2912hr schedule(Shift Work)	$18.98	$19.45	$19.94	$20.44	$20.95	$21.47	$22.01	$22.56	$23.12	$23.70	$24.29
[illegible]	Annual Salary	$57,482.88	$58,909.76	$60,394.88	$61,909.12	$63,452.48	$65,024.96	$66,655.68	$68,315.52	$70,033.60	$71,780.80	$73,586.24
	Hourly Wages											
	2080hr schedule(40hr/week)	$27.64	$28.32	$29.04	$29.76	$30.51	$31.26	$32.05	$32.84	$33.67	$34.51	$35.38
	2912hr schedule(Shift Work)	$19.74	$20.23	$20.74	$21.26	$21.79	$22.33	$22.89	$23.46	$24.05	$24.65	$25.27

Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25
$47,756.80	$48,950.72	$50,435.84	$51,688.00	$52,969.28	$54,279.68	$55,648.32	$57,046.08	$58,472.96	$59,928.96	$61,414.08	$62,957.44	$64,529.92	$66,131.52
$22.96	$23.53	$24.25	$24.85	$25.47	$26.10	$26.75	$27.43	$28.11	$28.81	$29.53	$30.27	$31.02	$31.79
$16.40	$16.81	$17.32	$17.75	$18.19	$18.64	$19.11	$19.59	$20.08	$20.58	$21.09	$21.62	$22.16	$22.71
$55,648.32	$57,046.08	$58,472.96	$59,928.96	$61,414.08	$62,957.44	$64,529.92	$66,131.52	$67,791.36	$69,480.32	$71,227.52	$73,003.84	$74,838.40	$76,702.08
$26.75	$27.43	$28.11	$28.81	$29.53	$30.27	$31.02	$31.79	$32.59	$33.40	$34.24	$35.10	$35.98	$36.88
$19.11	$19.59	$20.08	$20.58	$21.09	$21.62	$22.16	$22.71	$23.28	$23.86	$24.46	$25.07	$25.70	$26.34
$57,686.72	$59,142.72	$60,627.84	$62,142.08	$63,685.44	$65,287.04	$66,917.76	$68,577.60	$70,295.68	$72,042.88	$73,848.32	$75,682.88	$77,575.68	$79,526.72
$27.73	$28.43	$29.15	$29.88	$30.62	$31.39	$32.17	$32.97	$33.80	$34.64	$35.50	$36.39	$37.30	$38.23
$19.81	$20.31	$20.82	$21.34	$21.87	$22.42	$22.98	$23.55	$24.14	$24.74	$25.36	$25.99	$26.64	$27.31
$57,686.72	$59,142.72	$60,627.84	$62,142.08	$63,685.44	$65,287.04	$66,917.76	$68,577.60	$70,295.68	$72,042.88	$73,848.32	$75,682.88	$77,575.68	$79,526.72
$27.73	$28.43	$29.15	$29.88	$30.62	$31.39	$32.17	$32.97	$33.80	$34.64	$35.50	$36.39	$37.30	$38.23
$19.81	$20.31	$20.82	$21.34	$21.87	$22.42	$22.98	$23.55	$24.14	$24.74	$25.36	$25.99	$26.64	$27.31
$59,870.72	$61,355.84	$62,899.20	$64,471.68	$66,073.28	$67,733.12	$69,422.08	$71,169.28	$72,945.60	$74,780.16	$76,643.84	$78,565.76	$80,516.80	$82,526.08
$28.78	$29.50	$30.24	$31.00	$31.77	$32.56	$33.38	$34.22	$35.07	$35.95	$36.85	$37.77	$38.71	$39.68
$20.56	$21.07	$21.60	$22.14	$22.69	$23.26	$23.84	$24.44	$25.05	$25.68	$26.32	$26.98	$27.65	$28.34
$63,423.36	$64,995.84	$66,626.56	$68,286.40	$70,004.48	$71,751.68	$73,557.12	$75,391.68	$77,284.48	$79,206.40	$81,186.56	$83,224.96	$85,292.48	$87,418.24
$30.49	$31.25	$32.03	$32.83	$33.66	$34.50	$35.36	$36.25	$37.16	$38.08	$39.03	$40.01	$41.01	$42.03
$21.78	$22.32	$22.88	$23.45	$24.04	$24.64	$25.26	$25.89	$26.54	$27.20	$27.88	$28.58	$29.29	$30.02
$65,898.56	$67,558.40	$69,247.36	$70,965.44	$72,741.76	$74,547.20	$76,410.88	$78,332.80	$80,283.84	$82,293.12	$84,360.64	$86,457.28	$88,612.16	$90,825.28
$31.68	$32.48	$33.29	$34.12	$34.97	$35.84	$36.74	$37.66	$38.60	$39.56	$40.56	$41.57	$42.60	$43.67
$22.63	$23.20	$23.78	$24.37	$24.98	$25.60	$26.24	$26.90	$27.57	$28.26	$28.97	$29.69	$30.43	$31.19
$65,898.56	$67,558.40	$69,247.36	$70,965.44	$72,741.76	$74,547.20	$76,410.88	$78,332.80	$80,283.84	$82,293.12	$84,360.64	$86,457.28	$88,612.16	$90,825.28
$31.68	$32.48	$33.29	$34.12	$34.97	$35.84	$36.74	$37.66	$38.60	$39.56	$40.56	$41.57	$42.60	$43.67
$22.63	$23.20	$23.78	$24.37	$24.98	$25.60	$26.24	$26.90	$27.57	$28.26	$28.97	$29.69	$30.43	$31.19
$68,548.48	$70,266.56	$72,013.76	$73,819.20	$75,653.76	$77,546.56	$79,497.60	$81,477.76	$83,516.16	$85,612.80	$87,767.68	$89,951.68	$92,193.92	$94,494.40
$32.96	$33.78	$34.62	$35.49	$36.37	$37.28	$38.22	$39.17	$40.15	$41.16	$42.20	$43.25	$44.32	$45.43
$23.54	$24.13	$24.73	$25.35	$25.98	$26.63	$27.30	$27.98	$28.68	$29.40	$30.14	$30.89	$31.66	$32.45
$72,508.80	$74,314.24	$76,177.92	$78,070.72	$80,021.76	$82,031.04	$84,069.44	$86,166.08	$88,320.96	$90,534.08	$92,805.44	$95,135.04	$97,522.88	$97,610.24
$34.86	$35.73	$36.62	$37.53	$38.47	$39.44	$40.42	$41.43	$42.46	$43.53	$44.62	$45.74	$46.89	$46.93
$24.90	$25.52	$26.16	$26.81	$27.48	$28.17	$28.87	$29.59	$30.33	$31.09	$31.87	$32.67	$33.49	$33.52
$75,420.80	$77,313.60	$79,235.52	$81,215.68	$83,254.08	$85,321.60	$87,447.36	$89,631.36	$91,873.60	$94,174.08	$96,532.80	$98,949.76	$101,424.96	$103,958.40
$36.26	$37.17	$38.09	$39.05	$40.03	$41.02	$42.04	$43.09	$44.17	$45.28	$46.41	$47.57	$48.76	$49.98
$25.90	$26.55	$27.21	$27.89	$28.59	$29.30	$30.03	$30.78	$31.55	$32.34	$33.15	$33.98	$34.83	$35.70

IAFF

International Association of Fire Fighters

THE LAS VEGAS, NEW MEXICO PROFESSIONAL FIRE FIGHTERS ASSOCIATION

IAFF Local 4625

and

The City of Las Vegas

September 21, 2022 through December 31, 2023

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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 in the position of Firefighter and Engineer.

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 or non-membership in the union, 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 on non-work time and unpaid status.

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. Changes shall be made no later than June 1st for the upcoming fiscal year. No other changes will be allowed after that date.

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. Changes shall be made once each fiscal year by written notification to the City's Human Resource Office no later than June 1st for the upcoming fiscal year. No other changes will be allowed after that date.

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. Any posting of inappropriate material or nature will result in the loss of the privilege to post on the 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.

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. Union President must provide a list of appointees by July 1st of each year and within five (5) days of any changes along with their contract information and scope of authority and that only the people on the list will be recognized as union 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 in which the employer requests the assistance of the union president.

D. 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 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 13 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 Insurance:	Employer pays 100%
Disability Insurance:	Employee pays 100%
Vision Insurance:	Employer pays 50% Employee pays 50%

ARTICLE 14 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 15 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 16 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.

ARTICLE 17 PHYSICAL FITNESS

A. The firefighting 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 all personnel will participate in the wellness program in order to improve on personal fitness and maintain efficient job performance.

B. Firefighters shall be allowed up to two (2) hours daily to maintain physical conditioning at the Abe Montoya Recreation Center or Station Two (2) fitness area. These two hours shall include the changing of uniforms and personal hygiene/grooming. Firefighters shall also be permitted to utilize the Recreation Center on non-duty days at no cost to the employee. All equipment related to physical fitness at the Recreation Center and Station Two (2) fitness area may be utilized; with the understanding that any and all safety features of each machine must be in place and functioning. When free weights are utilized on-duty, a spotter must be in place and weight shall not exceed 225 pounds. Upon receiving any emergency call, firefighters shall respond from either location in appropriate attire and PPE.

C. The City will commit to creating a Physical Fitness Policy ran by the appointed Wellness Coordinator within the Fire Department. The Union will also work in good faith with the Wellness Coordinator to follow the guidelines set forth in the aforementioned Physical Fitness Policy.

D. All personnel must wear a presentable LVFD t-shirt while working out on duty. This will ensure professional representation of the department and also identify each firefighter on duty.

ARTICLE 17.1 FATIGUE RISK MANAGEMENT

The City of Las Vegas Fire Department recognizes the importance of Evidence-Based Guidelines for Fatigue Risk Management in the fire service, and agrees the physical and mental health of department personnel is a priority. The Department shall work with IAFF Local 4625 leadership to establish and develop departmental policy specifically for the Fatigue Risk Management Program for personnel. This policy shall be developed based upon recommended practices from scientific studies performed specifically for Fire and EMS including but not limited to sources such as: National Fire Prevention Association, National Fire Academy, and National Library of Medicine.

This policy shall include sections including:

A. Measuring Fatigue such as: Unit Hour Utilization (UHU), Fatigue/Sleepiness survey instruments, or other scientifically accepted methods.
B. Identifying Factors or Watch-Out Conditions leading to Fatigue in the Workplace.
C. Define Sign/Symptoms of Fatigue
D. Present Fatigue Prevention Actions
E. Methods for Dealing with Fatigue

The initial policy shall have a completion date of October 1, 2022.

ARTICLE 18 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 19 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 20 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.

I. Any off duty conduct that is cause for disciplinary or legal action, if it compromises the integrity of the fire department, must immediately be reported to the Fire Chief and/or proper chain of command at the earliest convenience of the person involved. Said infraction or event shall be reviewed by a committee consisting of the Fire Chief, Deputy Chief, Captain and assigned shift Lieutenant. Personnel involved will retain the right to have union representation during the pre-disciplinary and disciplinary process. Final disciplinary action must be agreed upon by a minimum of 3/5ths vote from the committee.

ARTICLE 21 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 who is in process

at the time of termination shall also be terminated with the exception of any pay, benefit, or dismissal grievance.

ARTICLE 22 OUTSIDE EMPLOYMENT/VOLUNTEER WORK

A. Bargaining unit employees should consider their employment with the City of Las Vegas as their primary employment. Safety of the City's employees and citizens is of the utmost importance. Therefore, due to the strenuous nature of the job and potential conflict of interest, bargaining unit employees should not accept shifts in any other Fire Department or Emergency Service or engage in outside employment within twelve (12) hours of their assigned shift with the City.

B. Bargaining unit employees will not perform any work related to outside employment or volunteer work, while on duty with the City. Work/volunteer tasks include but are not limited to, receiving or making telephone calls, sending or drafting correspondence, or responding to calls. A bargaining unit employee who performs work related to outside employment or volunteer work during work time with the City has provided just cause for immediate disciplinary action.

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 forty-eight (48) hours on and ninety-six (96) off. Overtime will be paid in accordance with FLSA on a 14-day pay cycle, the overtime threshold for this work period will be 106 hours.

Employees covered by this agreement shall work a 48 hour on duty and 96 hour off duty shift in accordance with the following rotating schedule below.

Days of Cycle:
Shift:

1	2	3	4	5	6	7	8	9	10	11	12	13	14
*A	*B	B	*C	C	A	A	B	B	C	C	A	A	B
1	2	3	4	5	6	7	8	9	10	11	12	13	14
B	C	C	A	A	B	B	C	C	A	A	B	B	C
1	2	3	4	5	6	7	8	9	10	11	12	13	14
C	A	A	B	B	C	C	A	A	B	B	C	C	A
1	2	3	4	5	6	7	8	9	10	11	12	13	14
A	B	B	C	C	A	A	B	B	C	C	A	A	B
1	2	3	4	5	6	7	8	9	10	11	12	13	14
B	C	C	A	A	B	B	C	C	A	A	B	B	C
1	2	3	4	5	6	7	8	9	10	11	12	13	14
C	A	A	B	B	C	C	A	A	B	B	C	C	A

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

*The team beginning their 2nd day of a 48hr shift on the 1st day of a 14-day pay cycle will be scheduled for 120 hours of work. (i.e. **A** shift on 2nd row, 1st column)

*The team beginning their 48hr shift on the 2nd day of the 14-day pay cycle will be scheduled for 120 hours of work. (i.e. **B** shift on 2nd row, 2nd column)

*The team beginning their 48hr shift on the 4th day of a 14-day pay cycle will be scheduled for 96 hours of work. (i.e. C shift on 2nd row, 4th column)

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 (Refer to Current City Drug & Alcohol Policy). 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. Employees may obtain one copy of their personnel record annually at no charge, there after 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 Employees contribution rates for PERA shall be the Employer contribution rate for PERA to be 75% and Employee contribution rate for PERA to be 25%.

ARTICLE 32 COMPENSATION

A. Implemented Fiscal Year 2022-23 all Non-salary employees will adopt LVFD Pay Scale Appendix A. The increase is effective the first full pay period after ratification and signature of the Agreement or resolution of impasse, whichever is later.

B. All employees will receive a 4% increase to their regular hourly rate for successful completion of each certification. The current applicable certification as Fire I, Fire II, and EMT-B, AEMT (EMT-I) and Paramedic.

- When progressing to a higher rank, all non-salary employees will obtain 10% increase to their hourly rate when moved to the next rank in accordance with LVFD Policies Rank Structure employee must be placed on a step level equivalent or higher then said previous rank.

- All LVFD non-salary employees will obtain a 2.5% annual step increase for each uninterrupted year of service.
- Any percentage increase must be done on a compounding total.
- 2080hr Schedule (40hr/week) hourly wages will be implemented for employee/s at the Entry Level Fire Fighter Rank during their orientation period, until successful completion.
- 2080hr Schedule (40hr/week) hourly wages will be implemented for employee/s who are attending an 08:00am – 5:00pm class/training that compromises 2912hr Schedule (regular shift hours) for said employee/s.
- 2080hr Schedule (40hr/week) hourly wages will be implemented for employee/s who are placed on FMLA.
- Employee/s hired as a lateral position will be placed in appropriate step placement using a 2 to 1 scale for years of service (Ex: Employee hired with four (4) years of service will be placed in Step 2 of LVFD Pay Scale Appendix A, within appropriate rank of hire).
- LVFD non-salary employee/s who are scheduled and/or assigned to cover a position that exceeds their current rank shall receive an 8% increase to their hourly rate for all actual hours worked/covered. Coverage will be pre-approved utilizing chain of command.

- LVFD Pay Scale Appendix A will adjust with Federal and/or State Wage Regulations and Laws, whichever is higher.

The City of Las Vegas and the International Association of Fire Fighters Local 4625 agree to continuously work in harmony to maintain pay scale for the department for future Fiscal Years.

ARTICLE 33 EDUCATIONAL PAY

A. The Union and the City recognize the value of higher education and trained public employees to the public, and encourage City employees in all classifications to pursue academic degrees and advanced training.

B. All financial changes outlined in this article shall become effective within the first pay period beginning after the effective date of this Agreement.

C. Effective July 2018 all members of the bargaining unit will receive $50.00 a month for an associate's degree, $100.00 a month for a bachelor's degree and $150.00 a month for a masters degree. An official transcript and a copy of the degree conferred shall be submitted to the Human Resource Department of the City of Las Vegas. The degree must be from an accredited college or university.

D. Bargaining unit employees who must attend any field related schooling required by the City of Las Vegas Fire Department will be compensated for those hours of class attended. The following list of academy classes shall serve as reference to what classes may be attended but is not limited to the following.

- Hazardous Materials: Awareness & Operations
- Firefighter I & II
- Structural Firefighting
- Extrication
- Flammable and Combustible Liquids
- Driver Operator
- Pump Operations
- Emergency Medical Technician
- Emergency Medical Refresher
- Rope Rescue I & II
- ICS 100, 200, 800

E. LVFD shall provide adequate transportation to bargaining unit employees when attending required classes. If no transportation is available and Fire Chief approves the use of a personal vehicle; mileage must be documented before and after each trip. This documentation shall be submitted to the immediate supervisor upon returning from class. Compensation for mileage shall be compensated at a rate of $0.25 per mile and will be issued in a separate check to the individual. In order for a personal vehicle to be utilized

for any city business, all insurance and registration must be up to date and provided to the Fire Chief prior to approval.

ARTICLE 34 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 35 SICK LEAVE INCENTIVE

A. Full-time employees on shift work schedules who use twelve (12) hours of sick leave or less from January 1st through June 30th will receive twenty four (24) hours of administrative leave to be used within sixty (60) days. Full-time employees on shift work schedules who use twelve (12) hours of sick leave or less for the period of July 1st through December 31st will receive twenty four (24) hours of administrative leave to be used within sixty (60) days.

ARTICLE 36 HOLIDAY PAY

The City of Las Vegas Fire Dept. (shift work) employees will be compensated for holidays as follows:

A. Employees that work on city observed holidays will receive holiday pay for hours worked at two and one-half (2.5) times employees' regular hourly rate of pay.

B. Employees not scheduled to work on a city observed holiday will receive holiday pay (8HR) at straight pay at the employees' regular hourly rate.

ARTICLE 37 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, and et. Seq., NMSA 1978, (as amended).

ARTICLE 38 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 39 TERMS OF AGREEMENT

This Agreement shall become effective upon ratification and signature of this agreement or upon resolution of impasse, whichever is later, and shall remain in full force and effect until the next negotiated contract is ratified with exception of compensation, which is negotiated per fiscal year. Negotiations for a successor full collective bargaining agreement will occur upon written request by a party received no later than by the end of the first week of January 2023. Local 4625 will receive a written confirmation of notice by management no later than the second week of January 2023. Initial meeting to open of a successor collective bargaining agreement shall be no later than the last week of January 2023. Failure to provide notice of receipt and schedule initial meeting in accordance with the dates listed above will violate article 3, section A of this agreement which in turn violates the preamble of this agreement. Any violation of contract will mandate an immediate addition to the next upcoming city council meeting agenda (whether on public input or actual agenda), for the Union.

ARTICLE 40 AUTHORIZED SIGNATURES AND ATTEST

IN WITNESS WHEREOF, the parties have executed the amendments to this Agreement on this

____ Day of _____ September, 2022.

_____ _____

Louie Trujillo, Mayor Date

_____ _____

Leo Maestas, City Manager Date

_____ _____

L A Sena, President IAFF Local 4625 Date

ATTEST:

_____ _____

Casandra Fresquez, City Clerk Date