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
November 9, 2022–Wednesday– 5:30 p.m.

City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701

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

AGENDA

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

V. APPROVAL OF AGENDA

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

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

- Proclamation for "Rosita Ellis"
- Proclamation for "Small Business Saturday"

VIII. COUNCILORS' REPORTS

IX. CITY MANAGER'S REPORT

X. APPROVAL OF MINUTES (October 12th and October 19, 2022)

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

- Presentation by Maria Gilvarry, Utilities Director reporting on gas rate adjustment.

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 Addendum #1 to Contract #3808-21 with Miller Engineering for professional services for the City of Las Vegas.

Arnold Lopez, Public Works Director The City entered into contract with Miller Engineering on 10/21/21 and now wants to extend the agreement for an additional year from 10/21/22 through 10/21/23.

2. Request approval of Addendum #1 to Contract #3817-21 with Molzen Corbin & Associates for professional services for the City of Las Vegas.

Arnold Lopez, Public Works Director The City entered into contract with Molzen Corbin & Associates on 11/19/21 and now wants to extend the agreement for an additional year from 11/19/22 through 11/19//23.

3. Request approval of Addendum #1 to Contract #3819-21 with Stantec for professional services for the City of Las Vegas.

Arnold Lopez, Public Works Director The City entered into contract with Stantec on 10/29/21 and now wants to extend the agreement for an additional year from 10/29/22 through 10/29//23.

4. Request approval of Addendum #1 to Contract #3820-21 with Molzen Corbin & Associates for professional services for the Las Vegas Municipal Airport.

Arnold Lopez, Public Works Director The City entered into contract with Molzen Corbin & Associates on 10/21/21 and now wants to extend the agreement for an additional year from 10/21/22 through 10/21//23.

XIII. BUSINESS ITEMS

1. MainStreet de Las Vegas' FY 2022-23 First Quarter Report.

Michael Peranteau, Mainstreet Executive Director Fiscal Year 2022-23 first quarter report for Contract #3910-22 with the City of Las Vegas.

2. Request approval to apply for Pet Animal Care Facilities Act (PACFA) License for out of state animal transfers.

Antonio Salazar, Police Chief The state of Colorado requires a PACFA license for the Animal Care Center to transfer animals to other rescues/shelters in Colorado. These transfers are vital in maintaining a "no-kill" rate for the Animal Care Center. The Animal Care Center would like to make at least two trips to Colorado per month for animal transfers.

3. Request approval to Publish Ordinance No. 22-15 for water project DW-5355 financing costs of a supervisory control and data acquisition (SCADA) system.

Maria Gilvarry, Utilities Director The SCADA system will monitor and control the water treatment plant facility locally and remotely.

4. Request approval to purchase a camel truck for the Waste Water division.

Maria Gilvarry, Utilities Director This is a replacement truck that will assist in clearing out sewer mains. The cost of the truck will be $613,166.00 and is a budgeted expense paid out of line item number 610-0000-650-8004. This item will be discussed at the November 8, 2022 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

5. Request approval for Mayor Trujillo and Councilor Romero to attend the NALEO 14th Biennial National Institute for Newly Elected Officials in Washington D.C.

Councilor David Romero The Institute will be from November 16-18, 2022 and will present on Fiduciary and Government Oversight Responsibilities and will discuss grappling with First Amendment freedoms, due process, equal protection, public meeting laws, ethics, rules of engagement and general legal topics. The Institute will cover the cost of travel and lodging. The City will pay the registration fee and cost of meals.

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**

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, OCTOBER 12, 2022 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: Louie A. Trujillo

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

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

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo asked for a moment of silence in thanksgiving for all that is happening with the City and moving in the right direction with the water storage issue. Mayor Trujillo thanked the community for helping to conserve water. Mayor Trujillo expressed his condolences for the passing of Rosita Ellis, who was a longtime employee of the City of Las Vegas and a public servant who served the

community in many ways. Mayor Trujillo advised she was the perfect example of a civic minded citizen.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as presented. Councilor Montoya seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

City Clerk Fresquez read the public input received via email into the record.

Mr. Luis Ramos stated that the agenda request form for business item 1 was not reviewed and signed by the City Attorney. Mr. Ramos questioned if any of the 3 out of town attorneys reviewed the resolution prior to tonight and if so which one did review it. Mr. Ramos also asked if there was a conflict of interest regarding Virtue and Najar interviewing for the County position and representing the City at the same time.

Mr. Frank Casey thanked Mayor and Council for appointing members to the Veterans Advisory Committee. Mr. Casey advised there is a high number of veterans who live in Las Vegas and they are a patriotic community. Mr. Casey mentioned a few services the American Legion, VFW and other groups provide to the community's veterans.

Councilor Montoya asked for a copy of Mr. Ramos' letter.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Appointment of members to the Veterans Advisory Committee.

Mayor Trujillo advised Veterans do so much for the community and is glad to bring the committee back. Mayor Trujillo advised he will have a special presentation on Veterans Day. Mayor Trujillo read the following names of the board members that were presented to him by Gary Ludi to be on the Veterans Advisory Committee: Nancy Fernandez Jeffrey, Gary Ludi, Eric Tapia, Genovevo Gonzales, Paul Salas, Eldon Forsee, Manual Romero and Samson Vallejos.

Councilor Casey made a motion to approve the appointment of the Veterans Advisory Committee as read by Mayor Trujillo. Councilor Montoya 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
David Ulibarri	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

Councilor Romero suggested they look into setting up a small budget for the Veterans Committee.

Councilor Casey advised the members could not make the meeting tonight due to them having a Veterans meeting tonight at the VFW.

Recognition of Christopher Armijo with the Recreation department was postponed until the next Council meeting on October 19, 2022 due to him not being present.

Mayor Trujillo read a Proclamation for "Ending Hunger Month".

COUNCILORS' REPORTS

Councilor Casey discussed concerns from business owners by the Plaza regarding the slanted parking and the lack of true ADA compliant crosswalks. Councilor Casey advised they are concerned because there are no indications that the crosswalks are in compliance with ADA requirements for handicap people. Councilor Casey advised the crosswalks are not wide enough, the ramps from the street to the sidewalk are not sufficient, the crosswalks are rounded and a wheelchair can tip over. Councilor Casey advised business owners want those areas redone properly so they meet ADA compliance and be painted blue to be in compliance with ADA requirements. Councilor Casey advised they also would like a handicap space marked in the slanted parking areas. Councilor Casey mentioned business owners were concerned with parking being blocked off during homecoming. Councilor Casey advised she would like to see those with disabilities treated with respect and help them by making sure our streets are in compliance.

Councilor Casey thanked Police Chief Salazar for the Starbucks Coffee with a Cop and she appreciates his fast response to all the calls she makes.

Councilor Montoya advised he received a call regarding a bump on 8th Street in the alleyway where the ambulances drive through and if it could be repaired. Councilor Montoya advised he attended an outdoor tour in Taos, NM that was very informative with many topics. Councilor Montoya advised he went on a ride along with City Police Officers. Councilor Montoya advised they are very busy and short handed. Councilor Montoya advised they attended the Guadalupe Credit Union grand opening and welcomed the Guadalupe Credit Union and Rollin Love businesses. Councilor Montoya advised they are moving forward in the right direction and advised that he along with Mayor Trujillo and City Manager Maestas took the State and Federal delegates on a tour to show them the water situation the City is in and the needs and wants in regards to funding for the next 5-10 years.

Councilor Romero thanked those who helped prepare and work during the Balloon Fiesta and gave an update regarding how it benefited Las Vegas. Councilor Romero advised they spoke to 20-30 tour bus companies that are interested in stopping in Las Vegas. Councilor Romero advised they are discussing having a fall Balloon festival. Councilor Romero advised there was great publicity for those who attended and streamed worldwide. Councilor Romero advised during the last day the broadcasters spoke about Las Vegas for 5 minutes. Councilor Romero advised they gave out a lot of swag during the Balloon Fiesta and the City of Las Vegas pins were a big hit. Councilor Romero advised he would get data regarding how many people stopped at the booth.

Mayor Trujillo thanked Community Development Director Weiser for all her work.

Councilor Romero advised he received a call from Fire employees who didn't receive their raise as per the recent Union contract that was approved.

City Manager Maestas advised the language should reflect all current and incoming employees into the Fire department that are Union employees.

Councilor Romero thanked all employees.

CITY MANAGER'S REPORT

City Manager Maestas gave a report on the following:

- Welcomed new employees to the City of Las Vegas
- Update on Storrie Lake/Gallinas Water Diversion clean up and improvement project (State Water Engineer is paying)
- City of Las Vegas Gas increase from $7.83 to $10.99 per MCF (roughly a $20 increase on bill) - can look at a second option where the City would incumber the amount of the Consumer Price Index of $193,000 in costs to the city's budget
- Project updates
    - Moved from Stage 6 water restrictions down to Stage 5
    - Completed Lincoln Park project
    - Will install shade structures at Hanna Park and El Creston Park
    - West National from Plaza to New Mexico Avenue will be paved

Discussion took place regarding the Hot Springs Blvd. project

- The Public Works department and Project Management are looking at design errors in Great Blocks project (no cost to the City)
- Demo at Rodriguez Park

Councilor Romero asked City Manager Maestas to make sure there is adequate drainage before they install the turf at Rodriguez field.

Councilor Montoya asked who would be incharge of overseeing the Rodriguez Park project.

City Manager Maestas advised Public Works Director Lopez.

Councilor Ulibarri voiced his concerns regarding drainage issues on Keen St.

City Manager Maestas discussed the drainage study.

- Six water related projects submitted to FEMA totaling $121 million
- City wide pay scale is being evaluated for financial impacts

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes from October 3, 2022 with no corrections. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

Mayor Trujillo thanked City Clerk Fresquez, her staff and Deputy Clerk Sena for their hard work in getting the minutes completed.

PRESENTATIONS

The Executive Director from American Red Cross of NM presented an award of appreciation to the Las Vegas Police Department for their leadership, compassion and dedication to the Red Cross during the fires.

Mayor Trujillo thanked the American Red Cross of NM for all their help.

Councilor Romero thanked Police Chief Salazar and his Officers

BUSINESS ITEMS

1. Request approval of Resolution No. 22-55, Fiscal Year 2024 Section 5311 Grant Application Funding Requests.

Community Development Director Weiser advised they apply for this grant every year to help cover operating costs, administrative costs and sometimes capital costs. Community Development Director Weiser advised the Federal fiscal year is different from ours, so the grant would be for October 2023 through September 2024. Community Development Director Weiser advised the total cost from the City would be $162,095.80.

Mayor Trujillo asked if Finance looked at this item.

City Manager Maestas replied yes, it's something they do every year.

Councilor Romero advised due to COVID they didn't need to pay that cost and asked if they budgeted for that amount in this year's budget.

Community Development Director Weiser advised they did for this year.

Transportation Manager Marcelino Roybal discussed the Cares Act reimbursing them at 100% for the past two years. Transportation Manager Roybal advised the City did not have to pick up the cost of about $385,000 for the past 2 ½ years.

Councilor Montoya thanked the NMDOT for their share and asked how many vans the Transportation department had and what condition they were in.

Transportation Manager Roybal advised they have 7 vans; 4 are used everyday, 2 are backup and 1 has a blown engine. Transportation Manager Roybal advised their waiting on 2 Dodge Caravans that were ordered 2 years ago that are covered.

Councilor Montoya asked if he had any concerns regarding the resolution.

Transportation Manager Roybal replied he did not. Transportation Manager Roybal advised the numbers are what they anticipate for the year and are not set in stone.

Councilor Montoya asked if they could change the schedule in the summer to include Saturdays.

Transportation Manager Roybal advised with the manpower they have right now, they could not and stated they can barely cover what they need to now.

Councilor Montoya asked how many vacant positions they had.

Transportation Manager Roybal replied none that are budgeted however in the past they've had an additional Transit Driver and Transit Supervisor.

Councilor Romero mentioned in the past when Transportation was the only one occupying the building the State covered 80/20 of the Utilities and now with other organizations using the building the City pays more than before.

Transportation Manager Roybal advised the Utilities were 50/50, the State covered the electricity and the City covered the gas, water, trash and sewer. Transportation Manager Roybal advised they don't get that funding back from the State because it's not just Transit employees in the building. Transportation Manager Roybal advised since there is more square footage of non-transportation the State decided not to allow them to get reimbursed.

Mayor Trujillo advised that is something they need to further discuss.

Councilor Montoya made a motion to approve resolution No. 22-55, Fiscal Year 2024 Section 5311 Grant Application Funding Requests. Councilor Casey seconded the motion.

Resolution 22-55 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-55

A RESOLUTION TO APPLY FOR AND ACCEPT A PUBLIC RURAL TRANSPORTATION GRANT OFFER FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TRANSIT AND RAIL DIVISION

WHEREAS, the City of Las Vegas Meadow City Express ("City") has applied to the New Mexico Department of Transportation Transit and Rail Division ("NMDOT") for the FY24 Section 5311 Public Transportation Grant; and

WHEREAS, the City expects the total amount to be $396,407.00; and

WHEREAS, the City would have to contribute 20% ($24,071.00) for administrative expenses, 50% ($138,024.00) for operating expenses, 20% ($0.00) for capital outlay in order to receive the Grant for a total amount of $162,095.80, including New Mexico gross receipts tax; and

WHEREAS, transportation is needed for the residents of the City of Las Vegas;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference and the Governing Body hereby agrees to contribute 20% ($24,071.80) for administrative expenses, 50% ($138,024.00) for operating expenses, 20% ($0.00) for capital outlay in order to receive the Grant, and agrees to use the Grant for the operation of the City of Las Vegas Meadow City Express Transit System.

APPROVED AND ADOPTED this _____ day of October, 2022.

_____

Louie A. Trujillo, Mayor

ATTEST: Reviewed and approved as to legal sufficiency only:

_____ _____

Casandra Fresquez, City Clerk City Attorney

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

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

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

There was no need for executive session.

ADJOURN

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

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 6:32 pm.

_____

Mayor Louie A. Trujillo

ATTEST:

_____

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, OCTOBER 19, 2022 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: Louie A. Trujillo

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

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

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey asked for a moment of silence to give thanks for all the wonderful things happening in our community, for being in Stage 5 water restrictions, for all the work going on to make sure our citizens have clean, fresh water and also to keep in mind those who have passed away. Councilor Casey advised we must honor their memory and thank them for what they brought to our community.

APPROVAL OF AGENDA

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

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

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

Joseph Martinez expressed his concerns regarding public safety in Las Vegas and the direction the Police department is headed. Mr. Martinez expressed his concerns with fentanyl, meth and the crime in the community. Mr. Martinez advised he felt that Chief Salazar cannot retain or recruit any officers. Mr. Martinez advised he felt Chief Salazar was not qualified. Mr. Martinez asked what is being done with the speed enforcement trailers.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Trujillo advised they had a successful clean up with about 100 volunteers from the Police department, Streets, Solid Waste, NMHU, students from both school districts and UWC. Mayor Trujillo thanked JCs Pizza for donating food for the event and encouraged people to shop local when thinking about pizza. Mayor Trujillo advised he appreciated everyone who showed up to help clean up the City.

COUNCILORS' REPORTS

Councilor Casey spoke about an elderly constituent who lives on 8th Street whose husband fell and she called the ambulance for help and later received a bill over $500. Councilor Casey advised the man was never taken to the hospital or treated and advised the constituent was going to appeal the charge. Councilor Casey asked what the timeline would look like to get the Plaza Park area up to ADA compliance standards. Councilor Casey spoke about an IPRA request she received from a constituent regarding the consumption of water at one of the car washes for the months of August and September where the consumption was high and asked to add or change an ordinance for large consumers of water to have a limit

per month. Councilor Casey advised the constituent would like to see something done to ensure huge amounts of water are not being wasted.

Mayor Trujillo advised they were voluntarily shut down during the water crisis.

Councilor Casey advised a lot of people are thankful for the paving on National Avenue from New Mexico to the Plaza area. Councilor Casey advised she was on the radio Monday morning to speak on the water situation and she received good feedback from those who called in.

Councilor Montoya advised he appreciates City Manager Maestas taking care of potholes he's reported and signage replaced throughout the City. Councilor Montoya asked about the Wayfinding signage the Council approved for about $50,000. He thought that included about 30 signs, however he only counted 11 signs. Councilor Montoya advised the signs are not in ideal locations and asked City Manager Maestas to look into it and update them on where the rest of the signs are. Councilor Montoya advised the sign at the Plaza Park says "Historical Plaza Park" and he feels it should say "La Plaza Vieja Park". Councilor Montoya asked to look into ordering a sign if there is no objection from Mayor and Council. Councilor Montoya advised they are trying their best to let the community know what's going on by posting updates in the optic. Councilor Montoya thanked City Manager Maestas and all the staff who helped with the last water distribution and advised it was very successful.

Councilor Romero advised he had concerns with the Wayfinding contract and asked if that contract could be audited. Councilor Romero advised 11 signs at $50,000 is outrageous. Councilor Romero asked if everything was accounted for.

City Manager Maestas advised they did have site visits for 17 signs and some locations they could not install signs due to underground utility lines and some signs were double sided so they took them off the scope of work. City Manager Maestas advised they are sending them a new quote based on what they were able to install. City Manager Maestas advised there were two locations they identified where signs were installed in the wrong locations and advised they are addressing that.

Councilor Romero asked if the signage on University and Grand Ave. could be moved somewhere else. Councilor Romero thanked all the staff for all they've

done. Councilor Romero thanked Community Development Director Amy Weiser for giving 110% and for all she'd done during her time at the City.

Councilor Ulibarri also thanked Community Development Director Weiser for the good job she did and all the staff for doing a good job for the City.

POLICE CHIEF'S REPORT

Police Chief Salazar gave a detailed presentation regarding the statistics for the Month of September on the following:

- Field Operations Division (patrol) calls
    - Community Events
        - Public Safety at NMHU, WLV and RHS Parades
        - Starbucks Coffee with the Cops event
        - Public Safety at RHS Homecoming game
- Code Enforcement calls
- Information Division (records)
- Communications Division calls
- Street Crimes/Narcotics Division
    - Evidence Seized
    - Meetings and trainings
        - District Court
        - Magistrate Court
        - Safe House interviews
        - MDT meetings
        - 1 US Marshal Operation
- Training/Travel
    - Attended the virtual S.T.E.P. training
    - One officer attended the Rifle Instructor Course
    - One attended the 13th Annual NM Property & Evidence Tech Conference/Training
    - Recruit In-Service Training was conducted
- Recruiting/Hiring/Promotions
    - One Tele Communicator graduated from PTS #156
    - Interviews conducted for Animal Care Center
    - One Police Officer was hired
    - Interviews conducted for CSA and Police Officer

- Department vacancies (23)

Mayor Trujillo thanked Police Chief Salazar for the work he does for the community. Mayor Trujillo commended Police Chief Salazar for the good job he's doing with the department. Mayor Trujillo advised there will always be people that move on to different careers or better opportunities.

Police Chief Salazar advised on October 29, 2022 the Police department will be hosting a pill give back from the FBI.

Councilor Montoya asked that officers patrol the Gallinas River area due to signs and walls getting tagged. Councilor Montoya advised City Manager Maestas had a company out there cleaning it up. Councilor Montoya advised signs on North Gonzales are also being tagged.

Police Chief Salazar advised they sent out a Public Service Announcement regarding the trial period for the speed enforcement trailer and will go live in mid November before Thanksgiving. Police Chief Salazar advised they want to give notice to citizens as they pass out warnings and will send out another notice when they are going live and will be issuing citations.

Discussion took place regarding the detection of noise levels.

FINANCE REPORT

Interim Finance Director Chavez advised Mayor and Council there were discrepancies with the finance report they were initially given and should have the updated copies in front of them. Interim Finance Director Chavez reported on the month of September, and advised there was a deficit of $411,000 in the general fund, upon research they found payroll and accounts payable accruals were not posted to September. Interim Finance Director Chavez advised the General fund revenues were at 30% ($3,067,335), expenditures were at 18% ($3,147,081), with a deficit of $79,745.94. Interim Finance Director Chavez advised graphs were included per the request of the Finance Committee. Interim Finance Director Chavez advised the Enterprise fund revenues were at 20% ($3,892,643), expenditures were at 16% ($3,444,968), with a surplus of $447,674.48, the Recreation department revenues were at 16% ($120,198), expenditures were at

10% (89,871), with a surplus of $30,327 and Lodger's Tax revenues were at 41% ($192,697), expenditures were at 14% ($106,127), with a surplus of $86,571. Interim Finance Director Chavez advised per the request of the Finance Committee the included the revenues for cannabis at ($25,649), expenditures at ($769), with a surplus of $24,880. Interim Finance Director Chavez advised the next BAR that is brought to council next month would have an increase in revenue and expense budget by $100,000 based on $25,000 they received for the first quarter.

Mayor Trujillo asked about the second installation of the ARPA funds.

Interim Finance Director Chavez advised they received it on September 6th.

Mayor Trujillo asked for the amount.

Interim Finance Director Chavez advised it was $1,595,027.00.

City Manager Maestas advised he spoke with Donnie Quintana with DFA to see clarify what the funding can be used for.

Councilor Casey thanked Interim Finance Director Chavez for all his hard work, and advised she had requested a monthly check report to vendors and asked that it be emailed to them.

City Manager Maestas advised Interim Finance Director Chavez did provide it to him and he will forward it to Council.

Councilor Casey advised they used to get it in the past and it is very beneficial to see how much is being paid on a monthly basis.

Councilor Montoya advised he was relieved they caught the deficit error of $411,000 and advised he would like to have a discussion regarding the money from the Cannabis sales and what it could be used towards.

Discussion took place regarding reimbursements through Capital Outlay funding and what fund the reimbursements are going into.

Mayor Trujillo asked if there was anything the Council should know about regarding the finance report.

Interim Finance Director Chavez advised there were no issues, the City is in good standing.

Mayor Trujillo thanked the Finance Committee for all their hard work and also thanked Interim Finance Directors staff.

PRESENTATIONS

April Morell and Caleb Anderson with O'Rourke Media Group gave a lengthy presentation on the different recruitment options to help with vacant positions within the City of Las Vegas.

Mayor Trujillo asked how successful a job search from their company could be to help with the City's number of vacancies.

Mr. Anderson with O'Rourke Media Group advised the best thing they could do is create a platform with data regarding specific positions being searched.

Councilor Montoya asked how old the company was and how many accounts they had.

Mr. Anderson with O'Rourke Media Group advised they started in 2018 and have grown to 24 markets in almost four years.

Mayor Trujillo thanked Mr. Anderson with O'Rourke Media Group and advised they would have further discussion.

BUSINESS ITEMS

Conduct a Public Hearing for Business Items 1 and 2.

Councilor Romero made a motion to enter into a Public Hearing for Business Items 1 and 2. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

City Clerk Fresquez swore in Community Development Director Amy Weiser, Utilities Director Maria Gilvarry and Joseph Rivera.

1. Request approval to adopt Ordinance No. 22-11 for the annexation of a 1.805-acre parcel off North Grand Avenue, Las Vegas, NM 87701 for property located at 2446 N. Grand Avenue, Las Vegas, NM 87701.

Community Development Director Weiser gave an overview of the application that went before the Planning and Zoning Commission about a year prior which was approved but was never taken to council for approval. Community Development Director Weiser advised Mr. Joseph Rivera was told it was approved and the Community Development Director at the time let him move forward with his plans and signed off on building permits. Community Development Director Weiser advised Mr. Rivera's use for the property has changed and there is a site plan attached to their agenda. Community Development Director Weiser advised the item went to the Planning and Zoning Commission on October 11th and recommended approval with a few conditions. Community Development Director Weiser advised they requested that Mr. Rivera provide a parking plan for the proposed project, a copy of the notarized statement that he has access to the sewer from the neighbors property and that the owner provide a landscaping plan.

Councilor Romero asked who the Community Development Director was at the time.

Community Development Director Weiser advised she believed it was Mr. Maynes who signed off on the permits.

Councilor Romero asked if they had the updated parking plan and other conditions that were stated.

Community Development Director Weiser advised they do not have those yet because they were waiting on Council to see if the request was either approved or denied and then would incorporate those conditions into the motion.

Councilor Romero voiced his concerns regarding the property because ordinance 450-13 states, nothing should be done on a property until a zone change has been approved. Councilor Romero advised they didn't have any legal representation at the time to ask any questions.

Councilor Montoya asked if there were water rights on that property.

Community Development Director Weiser advised Mr. Rivera has not received any water taps or water meters.

Councilor Montoya asked if the City is allowing water taps at stage five water restrictions.

Utilities Director Gilvarry advised yes they are.

Councilor Montoya asked if there were any water taps located at the property and if it was part of the Comprehensive Master plan.

Utilities Director Gilvarry advised she didn't believe there were any water taps and she could not speak on that particular project being on the Comprehensive Master plan.

Councilor Casey asked how many structures would be on that property.

Community Development Director Weiser advised the most recent site plan shows thirteen structures, some AirB&Bs, some retail and a future restaurant. Councilor Casey advised the application states the consumption of commercial water usage would be 10,000 gallons, which was concerning to her. Councilor Casey voiced her concerns regarding things not being done correctly.

Councilor Romero asked who was part of the Design Review Team and if it was signed off by them.

Community Development Director Weiser advised it was taken to the Design Review Team and they were confused as to why they were looking at it because it wasn't within city limits. Community Development Director Weiser advised after some research she found it was never annexed into the city.

Councilor Romero asked Mr. Rivera if CID reviewed any of his plans.

Mr. Rivera advised they were functioning buildings for the public schools in Albuquerque and everything was up to par and are good structures.

Councilor Romero advised when he worked on the school board they had functioning portables at Union Elementary and wanted to put them at the football complex to use as a concession stand but they said once they were moved they were no longer up to code.

Mr. Rivera discussed the structure of the buildings, and advised that he did come to the City to see what he needed to do to get things completed.

Discussion took place regarding water rights for the property, a notarized statement that he has forever access to the sewer from the neighbors property, how long it would take to comply with the Planning and Zoning Commissions conditions, the process for exchanging of water rights, how many water taps would be needed for that property and options on tying in the sewer in that area.

2. Request approval to adopt Ordinance No. 22-12 amending the Official Zoning Map from an R-A (Residential Zone) to a C-3 (General Commercial Zone) for property located at 2446 N. Grand Avenue, Las Vegas, NM 87701.

Community Development Director Weiser advised the Planning and Zoning Commission conditions were in regards to the zone change which were providing a parking plan for the proposed project, a copy of the notarized statement that he has access to the sewer from the neighbors property and that the owner provide a landscaping plan.

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

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

City Clerk Fresquez advised there was a tie.

Mayor Trujillo voted Yes and broke the tie.

City Clerk Fresquez advised the motion carried.

1. Request approval to adopt Ordinance No. 22-11 for the annexation of a 1.805-acre parcel off North Grand Avenue, Las Vegas, NM 87701 for property located at 2446 N. Grand Avenue, Las Vegas, NM 87701.

Councilor Montoya made a motion to approve ordinance No. 22-11. Councilor Casey seconded the motion.

Ordinance 22-11 was presented as follows:

CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 22-11

AN ORDINANCE OF THE CITY OF LAS VEGAS, NEW MEXICO APPROVING THE PETITION FOR ANNEXATION OF CONTIGUOUS TERRITORY TO THE CITY OF LAS VEGAS AS SUBMITTED BY JOSEPH RIVERA (OWNER) FOR PROPERTY LOCATED AT 2446 N. GRAND AVENUE (FORMERLY 957 AIRPORT ROAD), LAS VEGAS, NEW MEXICO 87701.

WHEREAS, a petition has been duly filed and survey presented to the City of Las Vegas, New Mexico, seeking annexation of territory contiguous to the said municipality which petition is signed by the owner of the property and to which petition is attached a map showing the external boundaries of the territory to be annexed and the relationship of the territory proposed to be annexed to the existing boundary of the City of Las Vegas; and

WHEREAS, the City of Las Vegas initiated the development of a Comprehensive Master Plan for the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the municipality which, in accordance with existing and future needs, best promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as the efficiency and economy in the process of development; and

WHEREAS, the area being described is identified as being within Phase __, of the City of Las Vegas Comprehensive Master Plan; and

WHEREAS the goal of Section IV-29 of the City of Las Vegas Comprehensive Master Plan is to annex areas that are now being serviced by City water in phases over a twenty (20) year period; and

WHEREAS, the City of Las Vegas Comprehensive Master Plan calls for annexation as a tool to manage land in the ETZ and for the development of unique guidelines to direct growth; and

WHEREAS, the Governing Body of the City of Las Vegas has determined that it is in the best interest of the City to approve the annexation; and

WHEREAS, said petition having been considered and found to be in proper form.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, as follows:

1. That consent is hereby given to the annexation of the following contiguous territory to the City of Las Vegas, New Mexico.

Tract A containing 1.805 acres, more or less, within the Las Vegas Land Grant,in projected Section 14, Township 16 North, Range 16 East, N.M.P.M. North ofLas Vegas, San Miguel County, New Mexico, as shown on plat of survey by P. David Archuleta, dated January 23,

2018, drawing No. 2018-01, filed in the Office of the San Miguel County Clerk, June 21,

2018 in Plat Book 75, Page 71, document no. 2953.

2. Attached is a plat identified as survey drawing # 2018-01 as prepared by P. David Archuleta, with the external boundaries of the territory proposed to be annexed highlighted and the relationship of the territory proposed to be annexed into the existing boundaries of the City of Las Vegas. Original plat has already been recorded at the San Miguel County Clerk's Office on June 28, 2018, in Plat Book 75, Page 71, document No. 2953.

3. That a copy of the ORDINANCE together with a copy of the plat showing the property being annexed shall be filed with the Office of the San Miguel County Clerk, Las Vegas, New Mexico, and that from and after such filing of above described shall constitute a portion of the municipality.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2022.

_____

Louie A. Trujillo, Mayor

Reviewed and approved as to legal sufficiency only:

_____

City Attorney

Attest:

_____

Casandra Fresquez, City Clerk

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

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

City Clerk Fresquez advised the motion carried.

2. Request approval to adopt Ordinance No. 22-12 amending the Official Zoning Map from an R-A (Residential Zone) to a C-3 (General Commercial Zone) for property located at 2446 N. Grand Avenue, Las Vegas, NM 87701.

Councilor Romero made a motion to continue ordinance No. 22-12 until all the conditions that were stated are brought back to council, it is reviewed by an attorney and everyone from the Design Review Team signs off on it. Councilor Montoya seconded the motion.

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

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

City Clerk Fresquez advised the motion carried.

3. Request approval of Resolution No. 22-57 to adopt the Credit Card Acceptance and Processing Policy.

Interim Finance Director Chavez advised the policy was instructed by the Department of Finance Administration.

Councilor Montoya made a motion to approve Resolution No. 22-57. Councilor Casey seconded the motion.

Resolution 22-57 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-57

A RESOLUTION FOR THE ADOPTION OF THE CREDIT CARD ACCEPTANCE AND PROCESSING POLICY

WHEREAS, the Governing Body in and for the Municipality of the City of Las Vegas, State of New Mexico has developed a Credit Card Acceptance and Processing Policy; and

WHEREAS, said policy was developed as per the Department of Finance & Administration, Local Government Division Requirements through cooperation with all user departments, and department supervisors; and

WHEREAS, it is hereby certified that the contents of this policy contains the terms and conditions of accepting payments by credit card or electronic transfers; and

WHEREAS, this is a requirement by Department of Finance & Administration, Local Government Division as part of the Final Budget 2022-2023; 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 final budget request and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

ACCEPTED AND APPROVED this day _____ of October 2022.

_____

Mayor Louie A. Trujillo

ATTEST: Reviewed and approved as to legal sufficiency only:

_____ _____

Casandra Fresquez, City Clerk City Attorney

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	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

4. Request approval of Resolution 22-53, budget adjustment for the 2022-2023 Fiscal Year.

Interim Finance Director Chavez advised The City of Las Vegas is in need of making a budget adjustment in the 2022-23 fiscal year budget to include a transfer of budget from Code Enforcement to City Clerk in the amount of $71,587, a transfer of budget from Code Enforcement to Community Development in the amount of $43,494, an expense increase to Fund 641 Water Replacement in the amount of $500,000, an expense increase to Fund 643 Water construction in the amount of $500,000, an expense increase to Fund 646 Water GRT in the amount of $1,000,000, an expense increase to Fund 647 Water Acquisition/Rights in the

amount of $900,000, a decrease to revenue in Fund 217 Special Legislative Appr. in the amount of $228,928 and an increase to expense in the amount of $119,437, and a revenue/expense increase to Fund 101 (Library) in the amount of $200.

Mayor Trujillo asked if the budget adjustment went through the Finance Committee.

Interim Finance Director Chavez advised that it did go to the Finance Committee.

Councilor Casey made a motion to approve Resolution No. 22-53 with a minor correction to the resolution on the fourth whereas, it should read "it meets instead of it meet". Councilor Montoya seconded the motion.

Resolution 22-53 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-53

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

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

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

WHEREAS, the City of Las Vegas is in need of making a budget adjustment in the 2022-23 fiscal year budget to include a transfer of budget from Code Enforcement to City Clerk in the amount of $71,587, a transfer of budget from Code Enforcement to Community Development in the amount of $43,494, an expense increase to Fund 641 Water Replacement in the amount of $500,000, an expense increase to Fund 643Water construction in the amount of $500,000, an expense increase to Fund 646 Water GRT in the amount of $1,000,000, an expense increase to Fund 647 Water Acquisition/Rights in the amount of $900,000, a decrease to revenue in Fund 217 Special Legislative Appr. in the amount of $228,928 and an increase to expense in the amount of $119,437, and a revenue/expense increase to Fund 101 (Library) in the amount of $200.

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

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

ACCEPTED AND APPROVED this day _____ of October 2022.

_____

Mayor Louie A. Trujillo

ATTEST: Reviewed and approved as to legal sufficiency only:

_____ _____

Casandra Fresquez, City Clerk City Attorney

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

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

City Clerk Fresquez advised the motion carried.

Councilor Montoya mentioned the donation of $200 to the Library from Jeff Rudolph.

5. Consideration of Letter of Interest from City of Las Vegas to Support the State-Funded Initiative to permanently house a New Mexico State Film Museum.

Angie Lyster from the Chamber of Commerce advised they collaborate with various organizations. Ms. Lyster advised they have several projects, one being a state film museum.

Councilor Romero advised the letter is asking Mayor and Council to support permanently housing a New Mexico State Film Museum. Councilor Romero advised City Manager Maestas, Chairman Garcia and himself met with Cabinet Secretary Keyes in hopes of the film museum and a film studio.

Councilor Casey advised it would be a wonderful asset for Las Vegas and the film industry.

Councilor Montoya suggested taking a step further by including New Mexico Highlands University, Luna Community College and the business community for support.

Councilor Casey made a motion to approve Letter of Interest from City of Las Vegas to Support the State-Funded initiative to permanently house a New Mexico State Film Museum. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

Councilor Romero advised placing it on the ICIP.

6. Request for permission to destroy records included on the list from the Police Department and City Clerk's Office.

City Clerk Fresquez advised every year the City Clerk's office reaches out to all the departments to gather any records that are ready for disposition. City Clerk Fresquez advised this year the City Clerk's office along with the Police department have a total of 101 boxes with the list of what would be destroyed. City Clerk Fresquez advised Administrative Assistant Anna Gonzales reviewed all the records to make sure what was listed was ready for disposition.

Discussion took place regarding the length of time needed for certain records.

Councilor Casey made a motion to approve permission to destroy records included on the list from the Police Department and City Clerk's Office. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

Councilor Casey asked that City Clerk Fresquez thank Administrative Assistant Anna Gonzales for all her hard work.

EXECUTIVE SESSION

There was no need for an executive session.

ADJOURN

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

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 7:30 pm.

_____

Mayor Louie A. Trujillo

ATTEST:

_____

Casandra Fresquez, City Clerk

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: November 9, 2022

Date Submitted: 11/2/22 **Department:** Utilities

Item/Topic: Presentation by Maria Gilvarry, Utilities Director reporting on gas rate adjustment.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

Revised October 2022

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: November 9, 2022

Date Submitted: 11/03/2022 **Department:** Public Works

Item Topic: Addendum #1 to Contract #3808-21 with Miller Engineering for professional services for the City of Las Vegas.

Fiscal Impact: Costs budgeted out of funds 214, 216 and 217.

Attachments: Addendum #1, Contract #3808-21

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

See Attached Approval Form

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 _____

Approval Form

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

Date Submitted: 10/27/22

Department Submitting: Public Works Submitter: Daniel Gurule

Contract # 3820-21

Documents to Be Reviewed: Engineering Addendum Molzen/Corbin Deadline: ASAP

Submitter Comments: Engineering for Public Airport

☐ *Received by Human Resource:* _____ *Date:* _____

HR Comments: _____

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

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

☐ ***Changes:*** _____ Date: _____

1 Randall D VanVleet 10.31.2022

Attorney Review Date

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

2 _____ _____

Finance Director Date

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

3 _____

Leo Maestas, City Manager Date

☐ Received by City Clerk's Office Date: _____

(Only if being placed on the Agenda)

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

ADDENDUM #1
AGREEMENT/CONTRACT # 3808-21
RFP # 2022-11
AWARDED ON: October 29, 2021
VENDOR NAME: MILLER ENGINEERING

This Addendum to Agreement/Contract entered into this____ day of November, 2022 by and between the City of Las Vegas, a Municipal Corporation, hereinafter termed "City" and Miller Engineering hereinafter termed "Contractor...",

RECITALS

WHEREAS, under the date of 10/21/2021 the City and Contractor entered into an Agreement pursuant to a call for RFP in which Contractor provided the services detailed in Article I, II and III (scope of work) of Agreement # 3808-21;

WHEREAS, the City and the Contractor now desire to extend the Agreement for an additional year from 10/21/2022 thru: 10/21/2023.

WHEREAS, the City and Contractor have agreed upon original terms/scope of agreement #3808-21,

WHEREAS, the City and Contractor agree to the following method of payment: the total amount of compensation for the services detailed in Article I, II of Agreement # 3808-21, shall not exceed the original amount detailed in Agreement #3808-21.

NOW, THEREFORE, the parties agree as follows:

1. This addendum #1 and the Agreement contain the entire agreement between the City and the Contractor with respect to the subject matter therein and all prior negotiations, writings, statement, promise or inducement made by the City or Contractor, either written or oral which is not contained in this Addendum or Agreement, is binding between the Parties. No changes or amendments to the Agreement or this Addendum #1 shall be effective except those on written approval by both Parties.

2. 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. The Agreement shall be governed by the laws of the State of New Mexico, and ordinances, resolutions, rules and regulations of the City.

3. Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from Contractor's performance under this Contract. Contractor further agrees to hold the City harmless from any and all claims for any injury, damages or death incurred by Contractor or Contractor's employee's agents or other representatives.

4. All of the provisions in the Agreement, except those specifically modified in this Addendum #1 shall remain in full force and effect.

REVIEWED & APPROVED:

_____

CITY MANAGER

_____

Date

Miller Engineering

_____

_____

Title

_____

Date

ATTEST:

_____

CITY CLERK

_____

Date

Approved as legal sufficiency only:

_____

Attorney

_____

Date

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF MAY 1, 2022

DEPARTMENT	BILLING CATEGORIES	2022 Rate
Architectural	Senior Principal Architect	$260
	Principal Architect	$240
	Senior Architect	$195
	Project Architect	$160
	Registered Architect	$140
	Intern Architect 2	$110
	Intern Architect 1	$90
	Senior Architectural Designer	$130
	Architectural Designer I	$120
	Planner	$100
	Landscape/Irrigation Designer	$100
Civil Engineering	Senior Principal Engineer	$260
	Principal Engineer	$240
	Senior Engineer	$220
	Project Engineer	$170
	Professional Engineer	$150
	Engineering Intern II	$130
	Engineering Intern I	$120
	Senior Civil Design Specialist	$160
	Engineering Design Specialist	$140
	Senior Engineering Design Tech	$135
	Engineering Design Tech	$110
	Associate Engineering Design Tech	$90
Electrical Engineering	Senior Principal Engineer	$260
	Principal Engineer	$240
	Senior Engineer	$200
	Project Engineer	$170
	Professional Engineer	$150
	Engineering Intern II	$130
	Engineering Intern I	$110
	Engineering Design Specialist	$140
	Engineering Design Tech	$110
	Associate Engineering Design Tech	$90
Mechanical	Senior Mechanical Engineer	$180
Water Resource Engineering	Senior Principal Engineer	$260
	Principal Engineer	$240
	Senior Engineer	$215
	Project Engineer	$170
	Professional Engineer	$150
	Engineering Intern II	$130
	Engineering Intern I	$120
	Sr. Engineering Design Specialist	$150
	Engineering Design Specialist	$130
	Engineering Design Tech	$110
	O & M Specialist	$110
	Associate Engineering Design Tech	$90
CADD / Survey	CADD Operator II	$80
	CADD Operator I	$70
	Survey Technician	$100
	Two Person Survey Crew	$200
	Two Person GPS Survey Crew	$225
	Licensed Surveyor	$220
Construction Observation	Senior Observer/Manager	$105
	Senior Observer	$100
	Observer	$90
Administration	Administrative Aide II	$75
	Administrative Aide I	$55
	Administrative Support	$100
	Grants/Technical Administrator	$110
	Computer Technician	$120
	Senior Technical Writer / Editor	$95

Miscellaneous Expenses

Copies	Per Copy	$0.11
Color Copies	Per 8 1/2 x 11 Copy	$1.00
Color Copies	Per 11 x 17 Copy	$2.00
Prints/Plots(24x36)	Per Sheet	$3.00
Mileage	Per Mile (per IRS)	
Sub-Consultants	Cost x 1.1	

Agreement / Contract
No. 3820-21
City of Las Vegas
Date

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND MOLZEN CORBIN & ASSOCIATES

(Amendment 1)

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City'), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Molzen Corbin & Associates ("Contractor'), of 2701 Miles Road SE, Albuquerque, New Mexico, 87106, on this 29th day of October, 2021 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

Whereas, the City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

Whereas, the Contractor desires to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

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

1. SCOPE OF WORK

The duties of the offeror shall include but are not limited to the following services:

SPECIFIC PROJECT LIST:

a. Airfield Signage and lighting rehab
b. Taxiway B relocation
c. Wildlife Fencing
d. Apron and Taxiway pavement maintenance
e. RWY 2-20 and RWYT 14-32 pavement maintenance
f. Prepare Disadvantage Business Enterprise (DBE) program and project specific DBE goals
g. Prepare and update Airport SWPPPs
h. Environmental services, excluding project specific Environmental Impact Statements
i. Update Airport layout plan
j. Airport GIS
k. Other projects that may be approved over the 4 year contract for services

The above-contemplated projects are dependent upon federal Airport Improvement Program (AIP) funding and New Mexico Department of Transportation-Aviation

Division (NMAD) funding approval of the Sponsor, so it shall be understood that some of the services related to the above-listed projects may be deleted and that the Sponsor reserves the right to initiate additional services not included in the initial procurement.

BACKGROUND:

The Las Vegas Municipal Airport is located on the east side of the City of Las Vegas approximately five (5) miles northeast of the City proper. The Airport has approximately 12,000 annual operations. The Airport is not a Certified FAR Part 139 airport. There is no control tower. The contract issued to the successful consultant is subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of the Department of Transportation Regulations 49 CRF Part 23 (Disadvantaged Business Enterprise Participation). DBE firms are encouraged to participate.

PHASES:

Basic engineering services are utilized in four distinct and sequential phases. Proposers are required to set out their qualifications and to propose on the following scope of work.

A. **Preliminary Phase:** This phase involves those activities required for defining the scope of a project and establishing preliminary requirements including , but not limited to, the following:

    1. Conferring with the Sponsor on project requirements, programming, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.
    2. Assisting the Sponsor in the preparation of necessary pre-application, applications, and required documents for federal grants, including Disadvantage Business Enterprise (DBE) plan and goals, and exhibits.
    3. Planning, procuring, and/or preparing necessary surveys, field investigations, and architectural and engineering studies required for preliminary design considerations.
    4. Develop design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost.

B. **Design Phase:** This phase includes all activities required to undertake and accomplish a full and completed project design including, but not limited to, the following:

    1. Meetings and design conferences to obtain information and to coordinate or resolve design matters.
    2. Collecting engineering data and undertaking field investigation and surveys and engineering and environmental studies.

3. Preparing necessary engineering reports and recommendations.
4. Preparing detailed plans, specifications, and cost estimates.
5. Conducting a detailed value engineering analyses, if applicable and requested

C. **Bidding or Negotiation Phase:** This phase, at a minimum, involves providing plans, specifications, and all bid documents. The phase also includes assisting the Sponsor in advertising and securing bids, negotiating for services, analyzing bid results. Furnishing recommendations on the award of contracts, and preparing contract documents.

D. **Construction Phase:** This phase includes all basic services rendered after the award of a construction contract including, but not limited to, the following:

1. Providing consultation and advice to the Sponsor during all phases of construction.
2. Representing the Sponsor at pre-construction conferences.
3. Providing on site construction inspection and management involving the services of a full-time resident engineer, inspector, or manager during the construction or installation phase of a project, and providing appropriate reports to the Sponsor.
4. Reviewing and approving shop and erection drawings submitted by contractor and equipment.
5. Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
6. Preparing and negotiation change orders and supplemental agreements.
7. Observing or reviewing performance tests required by specifications.
8. Determining payment amounts to contractors and assisting Sponsor in the preparation of payment requests for amounts reimbursable form grant projects.
9. Conducting wage rate reviews of certified payrolls.
10. Making final inspection and submitting a report of the completed project to the Sponsor, including "as built" drawings.

Additional Duties:

- Provide other incidental services as required

2. COMPENSATION: Regular Services. Regular services to be provided under the terms of this Agreement by the Contractor shall include all those necessary to perform tasks assigned and described within the "Scope of Services" in Paragraph 1 above.

A. Compensation. Please refer to **Attachment "A"** entitled Rate Schedule

B. Time Records. Contractor shall provide to the City regular invoices detailing: (i) the amount of time spent, (ii) the service(s) provided by Contractor, and (iii) which Contractor employee provided the service(s).

C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor's invoices.

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

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

4. BENEFITS, TAXES: The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. 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 Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it 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.

5. TERMINATION OF CONTRACT: Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the Contractor at its discretion, with 15 days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

6. DUTIES OF CONTRACTOR: The Contractor shall perform duties consistent with those associated, assigned and described within the "Scope of Services" in Paragraph 1 above.

7. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

9. CONFLICT OF INTEREST: The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.

10. OATH OF CONFIDENTIALITY: The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.

11. WORKING FACILITIES: The Contractor may use City offices upon prior written consent of the City.

12. NO AUTHORITY TO BIND CITY: The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

13. WAIVER OF BREACH: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

14. NOTICE: Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.

15. SUBJECT TO OTHER DOCUMENTS: This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

16. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. 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 Agreement 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. 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. If 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. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. 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.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19.INDEMNIFICATION: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

20.NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 41-4-1, et. seq, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

21.THIRD PARTY BENEFICIARIES: By entering into this agreement, 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 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.

22. 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.

23. WORKERS COMPENSATION INSURANCE: 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.

24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS

Leo J. Maestas, City Manager

Attest:

Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

Scott Aaron, City Attorney

CONTRACTOR:

Signature

Printed Name: KEVIN W. EADES

Position: CEO

"ATTACHMENT "A"
MOLZEN CORBIN & ASSOCIATES

ENGINEERING SERVICES FOR
THE CITY OF LAS VEGAS MUNICIPAL AIRPORT

MOLZEN CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF JUNE 1, 2011

DEPARTMENT	BILLING CATEGORIES	RATE
Architectural	Senior Principal Architect	$240
	Principal Architect	$220
	Senior Architect	$180
	Project Architect	$145
	Registered Architect	$125
	Intern Architect 2	$100
	Intern Architect 1	$80
	Senior Architectural Designer	$120
	Architectural Designer 1	$110
	Planner	$90
	Landscape/Irrigation Designer	$90
Civil Engineering	Senior Principal Engineer	$240
	Principal Engineer	$220
	Senior Engineer	$200
	Project Engineer	$155
	Professional Engineer	$135
	Engineering Intern II	$115
	Engineering Intern I	$105
	Senior Civil Design Specialist	$145
	Engineering Design Specialist	$130
	Senior Engineering Design Tech	$125
	Engineering Design Tech	$110
	Associate Engineering Design Tech	$85
Electrical Engineering	Senior Principal Engineer	$240
	Principal Engineer	$220
	Senior Engineer	$200
	Project Engineer	$160
	Professional Engineer	$140
	Engineering Intern II	$120
	Engineering Intern I	$110
	Engineering Design Specialist	$130
	Engineering Design Tech	$110
	Associate Engineering Design Tech	$85
Mechanical	Senior Mechanical Engineer	$165
Water Resources Engineering	Senior Principal Engineer	$240
	Principal Engineer	$220
	Senior Engineer	$200
	Project Engineer	155
	Professional Engineer	$135
	Engineering Intern II	$115
	Engineering Intern I	$105
	Sr. Engineering Design Specialist	$145
	Engineering Design Special	$130
	Engineering Design Tech	$110
	G.A.M Specialist	$100
	Associate Engineering Design Tech	$85
CADD/Survey	CADD Operator II	$75
	CADD Operator I	$65
	Survey Technician	$90
	Two Person Survey Crew	$180
	Two Person GPS Survey Crew	$205
	Licensed Surveyor	$205
Construction Observation	Senior Observer/Manager	$100
	Senior Observer	$95
	Observer	$85
Administration	Administrative Aide II	$65
	Administrative Aide I	$45
	Administrative Support	$95
	Grants/Technical Administrator	$95
	Computer Technician	$105
	Senior Technical Writer / Editor	$80

Miscellaneous Expenses

Copies	Per Copy	$0.11
Color Copies	Per 8.1/2 x 11 Copy	$1.00
Color Copies	Per 11 x 17 Copy	$2.00
Mileage	Per Mile (per IRS)	
Prints/Plots (24x36)	Per Sheet	$3.00
Sub-Consultants	Costs + 1.1	

"ATTACHMENT "B"
MOLZEN CORBIN & ASSOCIATES
EXHIBIT V
FAA MANDATORY CONTRACTUAL REQUIREMENTS

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2022-08

ENGINEERING SERVICES FOR
THE CITY OF LAS VEGAS MUNICIPAL AIRPORT

MASTER AGREEMENT FOR ENGINEERING SERVICES FOR THE LAS VEGAS MUNICIPAL AIRPORT

EXHIBIT V

FAA MANDATORY CONTRACTUAL REOUIREMENTS

TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions**. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

FEDERAL LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The consultant has full responsibility to monitor compliance to the referenced statute or regulation. The consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

End of Exhibit V

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: November 9, 2022

Date Submitted: 11/03/2022 **Department:** Public Works

Item Topic: Addendum #1 to Contract #3817-21 with Molzen Corbin & Associates for professional services for the City of Las Vegas.

Fiscal Impact: Costs budgeted out of funds 214, 216 and 217.

Attachments: Addendum #1, Contract #3817-21

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

See Attached Approval Form

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 _____

Approval Form

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

Date Submitted: 10/27/22

Department Submitting: Public Works Submitter: Daniel Gurule

Documents to Be Reviewed: Contract # 3817-21 Engineering Addendum Molzen/Corbin Deadline: ASAP

Submitter Comments: Engineering for Public Works Department

☐ *Received by Human Resource:* _____ *Date:* _____

HR Comments: _____

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

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

☐ ***Changes:*** _____ Date: _____

1 Randall D. Van Vleck — 10.31.2022

Attorney Review — Date

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

2 _____ _____

Finance Director — Date

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

3 _____

Leo Maestas, City Manager — Date

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

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

ADDENDUM #1
AGREEMENT/CONTRACT # 3817-21
RFP # 2022-11
AWARDED ON: November 19, 2021
VENDOR NAME: MOLZEN/CORBIN

This Addendum to Agreement/Contract entered into this____ day of November, 2022 by and between the City of Las Vegas, a Municipal Corporation, hereinafter termed "City" and Molzen/Corbin hereinafter termed "Contractor...",

RECITALS

WHEREAS, under the date of 11/19/2021 the City and Contractor entered into an Agreement pursuant to a call for RFP in which Contractor provided the services detailed in Article I, II and III (scope of work) of Agreement # 3817-21;

WHEREAS, the City and the Contractor now desire to extend the Agreement for an additional year from 11/19/2022 thru: 11/19/2023.

WHEREAS, the City and Contractor have agreed upon original terms/scope of agreement #3817-21,

WHEREAS, the City and Contractor agree to the following method of payment: the total amount of compensation for the services detailed in Article I, II of Agreement # 3817-21, shall not exceed the original amount detailed in Agreement #3817-21.

NOW, THEREFORE, the parties agree as follows:

1. This addendum #1 and the Agreement contain the entire agreement between the City and the Contractor with respect to the subject matter therein and all prior negotiations, writings, statement, promise or inducement made by the City or Contractor, either written or oral which is not contained in this Addendum or Agreement, is binding between the Parties. No changes or amendments to the Agreement or this Addendum #1 shall be effective except those on written approval by both Parties.

2. 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. The Agreement shall be governed by the laws of the State of New Mexico, and ordinances, resolutions, rules and regulations of the City.

3. Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from Contractor's performance under this Contract. Contractor further agrees to hold the City harmless from any and all claims for any injury, damages or death incurred by Contractor or Contractor's employee's agents or other representatives.

4. All of the provisions in the Agreement, except those specifically modified in this Addendum #1 shall remain in full force and effect.

REVIEWED & APPROVED:

_____

CITY MANAGER

_____

Date

Molzen/Corbin

_____

_____

Title

_____

Date

ATTEST:

_____

CITY CLERK

_____

Date

Approved as legal sufficiency only:

_____

Attorney

_____

Date

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF MAY 1, 2022

DEPARTMENT	BILLING CATEGORIES	2022 Rate
Architectural	Senior Principal Architect	$260
	Principal Architect	$240
	Senior Architect	$195
	Project Architect	$160
	Registered Architect	$140
	Intern Architect 2	$110
	Intern Architect 1	$90
	Senior Architectural Designer	$130
	Architectural Designer I	$120
	Planner	$100
	Landscape/Irrigation Designer	$100
Civil Engineering	Senior Principal Engineer	$260
	Principal Engineer	$240
	Senior Engineer	$220
	Project Engineer	$170
	Professional Engineer	$150
	Engineering Intern II	$130
	Engineering Intern I	$120
	Senior Civil Design Specialist	$160
	Engineering Design Specialist	$140
	Senior Engineering Design Tech	$135
	Engineering Design Tech	$110
	Associate Engineering Design Tech	$90
Electrical Engineering	Senior Principal Engineer	$260
	Principal Engineer	$240
	Senior Engineer	$200
	Project Engineer	$170
	Professional Engineer	$150
	Engineering Intern II	$130
	Engineering Intern I	$110
	Engineering Design Specialist	$140
	Engineering Design Tech	$110
	Associate Engineering Design Tech	$90
Mechanical	Senior Mechanical Engineer	$180
Water Resource Engineering	Senior Principal Engineer	$260
	Principal Engineer	$240
	Senior Engineer	$215
	Project Engineer	$170
	Professional Engineer	$150
	Engineering Intern II	$130
	Engineering Intern I	$120
	Sr. Engineering Design Specialist	$150
	Engineering Design Specialist	$130
	Engineering Design Tech	$110
	O & M Specialist	$110
	Associate Engineering Design Tech	$90
CADD / Survey	CADD Operator II	$80
	CADD Operator I	$70
	Survey Technician	$100
	Two Person Survey Crew	$200
	Two Person GPS Survey Crew	$225
	Licensed Surveyor	$220
Construction Observation	Senior Observer/Manager	$105
	Senior Observer	$100
	Observer	$90
Administration	Administrative Aide II	$75
	Administrative Aide I	$55
	Administrative Support	$100
	Grants/Technical Administrator	$110
	Computer Technician	$120
	Senior Technical Writer / Editor	$95

Miscellaneous Expenses		
Copies	Per Copy	$0.11
Color Copies	Per 8 1/2 x 11 Copy	$1.00
Color Copies	Per 11 x 17 Copy	$2.00
Prints/Plots(24x36)	Per Sheet	$3.00
Mileage	Per Mile (per IRS)	
Sub-Consultants	Cost x 1 1	

Agreement / Contract
No. 3817-21
City of Las Vegas
Date

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND MOLZEN CORBIN & ASSOCIATES

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City'), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Molzen Corbin & Associates ("Contractor'), a New Mexico corporation, of 2701 Miles Road SE, Albuquerque, New Mexico, 87106, on this 19th day of November, 2021 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

Whereas, the City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

Whereas, the Contractor desires to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

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

1. SCOPE OF WORK

The Contractor will provide engineering services for any and all engineering projects to include grant consulting; planning, design, and construction phase services in cooperation with the Public Works Department. Provide services associated with developing and requesting funding assistance to included attending presentations and meetings with various funding agencies including but not limited to NMFA, NMDOT and New Mexico Legislature. The professional consulting services Contractor shall perform engineering consulting services on an as needed basis, as hereafter stated, which includes customary and incidental services pertaining to their field of expertise, to include and/or all of the below listed incidental, planning, or special services. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the Contractor shall include the following services:

a. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Utility Director or designee.
c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
d. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
e. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
f. Provide technical assistance completing environmental reviews.
g. Provide assistance completing applications and obtain funding as needed.
h. Provide construction observation and inspection on various projects as requested by the City Utility Director or designee.
i. Provide technical assistance on various City projects being performed in-house as required and directed.
j. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
k. Provide construction phase engineering services.
l. Provide review of, assessment and approval of submittals and invoices.
m. Additional services as may be specifically requested by the City of Las Vegas.

2. COMPENSATION: Regular Services. Regular services to be provided under the terms of this Agreement by the Contractor shall include all those necessary to perform tasks assigned and described within the "Scope of Services" in Paragraph 1 above.

A. Compensation. Please refer to **Attachment "A"** entitled Rate Schedule

B. Time Records. Contractor shall provide to the City regular invoices detailing: (i) the amount of time spent, (ii) the service(s) provided by Contractor, and (iii) which Contractor employee provided the service(s) if the Task Order requested and approved by the City is on a Time and Materials basis. Should the City request and approve a lump sum contract, the contractor's invoices will be based on a percentage of the scope of work completed and will not include the amount of time spent and which contractor employee provided the service(s).

C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor's invoices.

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

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and

if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

4. BENEFITS, TAXES: The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. 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 Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it 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.

5. TERMINATION OF CONTRACT: Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the Contractor at its discretion, with 15 days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

6. DUTIES OF CONTRACTOR: The Contractor shall perform duties consistent with those associated, assigned and described within the "Scope of Services" in Paragraph 1 above.

7. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

9. CONFLICT OF INTEREST: The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.

10. OATH OF CONFIDENTIALITY: The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.

11. WORKING FACILITIES: The Contractor may use City offices upon prior written consent of the City.

12. NO AUTHORITY TO BIND CITY: The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

13. WAIVER OF BREACH: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

14. NOTICE: Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.

15. SUBJECT TO OTHER DOCUMENTS: This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

16. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. 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 Agreement 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. 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. If 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. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. 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.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19.INDEMNIFICATION: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

20.NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 41-4-1, et. seq, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and

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

21.THIRD PARTY BENEFICIARIES: By entering into this agreement, 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 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.

22. 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.

23. WORKERS COMPENSATION INSURANCE: 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.

24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS

Leo S. Maestas, City Manager

Attest:

Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

11/19/21

Scott Aaron, City Attorney

CONTRACTOR:

Signature

Printed Name: KEVIN W. EADES

Position: CEO

"ATTACHMENT "A"
MOLZEN CORBIN & ASSOCIATES
Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2022-11

ENGINEERING SERVICES FOR
THE CITY OF LAS VEGAS PUBLIC WORKS DIVISION

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF JUNE 1, 2021

DEPARTMENT	BILLING CATEGORIES	RATE
Architectural	Senior Principal Architect	$210
	Principal Architect	$220
	Senior Architect	$180
	Project Architect	$145
	Registered Architect	$125
	Intern Architect 2	$100
	Intern Architect 1	$80
	Senior Architectural Designer	$120
	Architectural Designer I	$110
	Planner	$90
	Landscape/Irrigation Designer	$90
Civil Engineering	Senior Principal Engineer	$240
	Principal Engineer	$220
	Senior Engineer	$200
	Project Engineer	$155
	Professional Engineer	$135
	Engineering Intern II	$115
	Engineering Intern I	$105
	Senior Civil Design Specialist	$145
	Engineering Design Specialist	$130
	Senior Engineering Design Tech	$125
	Engineering Design Tech	$110
	Associate Engineering Design Tech	$85
Electrical Engineering	Senior Principal Engineer	$240
	Principal Engineer	$220
	Senior Engineer	$200
	Project Engineer	$160
	Professional Engineer	$140
	Engineering Intern II	$120
	Engineering Intern I	$110
	Engineering Design Specialist	$150
	Engineering Design Tech	$110
	Associate Engineering Design Tech	$85
Mechanical	Senior Mechanical Engineer	$165
Heavy Electrical Engineering	Senior Principal Engineer	$240
	Principal Engineer	$220
	Senior Engineer	$200
	Project Engineer	$155
	Professional Engineer	$135
	Engineering Intern II	$115
	Engineering Intern I	$105
	Sr. Engineering Design Specialist	$145
	Engineering Design Specialist	$130
	Engineering Design Tech	$110
	O & M Specialist	$100
	Associate Engineering Design Tech	$85
CADD/Survey	CADD Operator II	$75
	CADD Operator I	$65
	Survey Technician	$90
	Two Person Survey Crew	$180
	Two Person GPS Survey Crew	$205
	Licensed Surveyor	$205
Construction Observation	Senior Observer/Manager	$100
	Senior Observer	$95
	Observer	$85
Administration	Administrative Aide II	$65
	Administrative Aide I	$45
	Administrative Support	$95
	Group/Technical Administration	$95
	Computer Technician	$105
	Senior Technical Writer/Editor	$80

Miscellaneous Expenses		
Copies	Per Copy	$0.11
Color Copies	Per 8 1/2 x 11 Copy	$1.00
Color Copies	Per 11 x 17 Copy	$2.00
Mileage	Per Mile (per IRS)	
Plots/Prints (24x36)	Per Sheet	$3.00
Sub-Consultants	Cost x 1.1	

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: November 9, 2022

Date Submitted: 11/03/2022 **Department:** Public Works

Item Topic: Addendum #1 to Contract #3819-21 with Stantec for professional services for the City of Las Vegas.

Fiscal Impact: Costs budgeted out of funds 214, 216 and 217.

Attachments: Addendum #1, Contract #3819-21

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

See Attached Approval Form

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 _____

Approval Form

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

Date Submitted: 10/27/22

Department Submitting: Public Works Submitter: Daniel Gurule

Contract # 3808 21

Documents to Be Reviewed: Engineering Addendum Miller Engineering Deadline: ASAP

Submitter Comments: _____

☐ *Received by Human Resource:* _____ *Date:* _____

HR Comments: _____

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

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

☐ ***Changes:*** _____ Date: _____

1 Randall D. Van Vleet 10.31.2022

Attorney Review Date

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

2 _____ _____

Finance Director Date

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

3 _____

Leo Maestas, City Manager Date

☐ Received by City Clerk's Office Date: _____

(Only if being placed on the Agenda)

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

ADDENDUM #1
AGREEMENT/CONTRACT # 3819-21
RFP # 2022-11
AWARDED ON: October 29, 2021
VENDOR NAME: STANTEC

This Addendum to Agreement/Contract entered into this____ day of November 2022 by and between the City of Las Vegas, a Municipal Corporation, hereinafter termed "City" and Stantec hereinafter termed "Contractor...",

RECITALS

WHEREAS, under the date of 10/29/2021 the City and Contractor entered into an Agreement pursuant to a call for RFP in which Contractor provided the services detailed in Article I, II (scope of work) of Agreement # 3819-21;

WHEREAS, the City and the Contractor now desire to extend the Agreement for an additional year from 10/29/2022 thru: 10/29/2023.

WHEREAS, the City and Contractor have agreed upon original terms/scope of agreement #3819-21,

WHEREAS, the City and Contractor agree to the following method of payment: the total amount of compensation for the services detailed in Article I of Agreement # 3819-21, shall not exceed the original amount detailed in Agreement #3819-21.

NOW, THEREFORE, the parties agree as follows:

1. This addendum #1 and the Agreement contain the entire agreement between the City and the Contractor with respect to the subject matter therein and all prior negotiations, writings, statement, promise or inducement made by the City or Contractor, either written or oral which is not contained in this Addendum or Agreement, is binding between the Parties. No changes or amendments to the Agreement or this Addendum #1 shall be effective except those on written approval by both Parties.

2. 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. The Agreement shall be governed by the laws of the State of New Mexico, and ordinances, resolutions, rules and regulations of the City.

3. Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from Contractor's performance under this Contract. Contractor further agrees to hold the City harmless from any and all claims for any injury, damages or death incurred by Contractor or Contractor's employee's agents or other representatives.

4. All of the provisions in the Agreement, except those specifically modified in this Addendum #1 shall remain in full force and effect.

REVIEWED & APPROVED:

_____

CITY MANAGER

_____

Date

Stantec

_____

_____

Title

_____

Date

ATTEST:

_____

CITY CLERK

_____

Date

Approved as legal sufficiency only:

_____

Attorney

_____

Date

Agreement / Contract
No. 3819-21
City of Las Vegas
Date

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGASAND STANTEC CONSULTING SERVICES INC.

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City'), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Stantec Consulting Services Inc. ("Contractor'), a New York corporation, of 6100 Seagull St. NE #102b, Albuquerque, New Mexico 87109. on this 29 day of October, 2021 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

Whereas, the City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

Whereas, the Contractor desires to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

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

1.SCOPE OF WORK

The City of Las Vegas, is soliciting proposals to provide engineering services for any and all engineering projects to include grant consulting; planning, design, and construction phase services. Provide services associated with developing and requesting funding assistance to included attending presentations and meetings with various funding agencies including but not limited to NMFA, NMDOT and New Mexico Legislature. The professional consulting services Contractor shall perform engineering consulting services on an as needed basis, as hereafter stated, which includes customary and incidental services pertaining to their field of expertise, to include and/or all of the below listed incidental, planning, or special services. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the Contractor shall include the following services:

a. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Utility Director or designee.
c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
d. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
e. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval. In providing estimates or opinions of probable cost, it is recognized that neither the City nor Contractor has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable costs is based on Contractor's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work will not vary from the City's budget or from any opinion of probable cost prepared by Contractor.
f. Provide technical assistance completing environmental reviews.
g. Provide assistance completing applications and obtain funding as needed.
h. Provide construction observation on various projects as requested by the City Utility Director or designee.
i. Provide technical assistance on various City projects being performed in-house as required and directed.
J. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the Cityof Las Vegas.
k. Provide construction phase engineering services. The performance of the construction contract is not Contractor's responsibility nor are Contractor's field services rendered for the construction contractor's benefit. The Contractor is not responsible for any contractor's means, methods, techniques, sequences, procedures and use of equipment, whether reviewed by Contractor or not, and is not responsible for the contractor's failure to carry out the work in accordance with the contract documents or for the acts or omissions of any contractor, subcontractor, any of their agents or employees. Contractor is not responsible for providing legal advice to City in connection with the tendering, drafting or interpretation of construction contracts or any other matter whatsoever.
l. Provide review of, assessment and approval of submittals and invoices.
m. Additional services as may be specifically requested by the City of Las Vegas.

2. COMPENSATION: Regular Services. Regular services to be provided under the terms of this Agreement by the Contractor shall include all those necessary to perform tasks assigned and described within the "Scope of Services" in Paragraph 1 above.

A. Compensation. Please refer to **Attachment "A"** entitled Rate Schedule

B. Time Records. Contractor shall provide to the City regular invoices detailing: (i) the amount of time spent, (ii) the service(s) provided by Contractor, and (iii) which Contractor employee provided the service(s).

C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor's invoices.

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

3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees underthis Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

4. **BENEFITS, TAXES:** The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. 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 Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it 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.

5. **TERMINATION OF CONTRACT:** Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the Contractor at its discretion, with 15 days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

6. **DUTIES OF CONTRACTOR:** The Contractor shall perform duties consistent with those associated, assigned and described within the "Scope of Services" in Paragraph 1 above.

7. **PROFESSIONAL STANDARDS:** Contractor agrees to perform the services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the services at the time when and the location in which the services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Contractor's performance.

8. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor who shall perform its duties in accordance with all applicable laws.

9. CONFLICT OF INTEREST: The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.

10. OATH OF CONFIDENTIALITY: The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.

11. WORKING FACILITIES: The Contractor may use City offices upon prior written consentof the City.

12. NO AUTHORITY TO BIND CITY: The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

13. WAIVER OF BREACH: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or a other provision of the Agreement.

14. NOTICE: Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.

15. SUBJECT TO OTHER DOCUMENTS: This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

16. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consentof the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. 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 Agreement 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. 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. If 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. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. 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.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19. INDEMNIFICATION: Contractor agrees to indemnify and hold harmless (but not defend) the City, its elected officials and employees from all damages which may arise from his negligent performance under this Agreement. Contractor further agrees to hold the City harmless from all damages for any injury, damages or death sustained by Contractor and his employees, while engaged in the negligent performance of this Agreement.

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 41-4-1, et. seq, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

21. THIRD PARTY BENEFICIARIES: By entering into this agreement, 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 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.

22. 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.

23. WORKERS COMPENSATION INSURANCE: 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 activitiesare 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.

24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which isnot contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full

and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to beinvalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS

Leo J. Macstas, City Manager

Cassandra Fresquez, City Clerk

CONTRACTOR: STANTEC CONSULTING SERVICES INC.

Signature

Printed Name: Patricia Bolliger

Position: Senior Associate, Practice Leader

Approved as to legal sufficiency:

Scott Aaron, City Attorney

"ATTACHMENT "A" STANTEC CONSULTING SERVICES INC.
Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2022-11 ENGINEERING

SERVICES FOR
THE CITY OF LAS VEGAS PUBLIC WORKS DIVISION

Attachment "A"

2021 Stantec Standard Billing Rate Table - 1

Title	Level	Hourly Rate
Senior Engineer	Level 18	$241
Senior Project Manager	Level 18	$241
Senior Project Manager	Level 17	$238
Senior Transportation Engineer	Level 16	$228
Principal	Level 15	$199
Senior Engineer	Level 15	$199
Senior Project Manager	Level 14	$180
Senior Engineer	Level 14	$180
Senior Transportation Engineer	Level 14	$180
Senior Hydraulic Engineer	Level 14	$180
Client Services Manager	Level 14	$180
Senior Project Engineer	Level 13	$174
Senior Project Manager	Level 13	$174
Project Manager	Level 12	$165
Senior Engineer	Level 12	$165
Project Engineer	Level 12	$165
Senior Civil Designer	Level 12	$165
Grant Specialist	Level 11	$160
Senior Civil Designer	Level 11	$160
Project Engineer	Level 11	$160
Public Relations Specialist	Level 11	$160
Project Manager	Level 10	$147
Project Engineer	Level 10	$147
Civil Designer	Level 10	$147
Senior Civil Designer	Level 09	$141
Civil Engineer	Level 09	$141
Engineering Technician	Level 09	$141
Construction Observer	Level 09	$141
Civil Engineer	Level 08	$131
Civil Designer	Level 08	$131
Engineering Technician	Level 08	$131
CAD Technician	Level 08	$131
Construction Observer	Level 08	$131
Civil Designer	Level 07	$127
Office Administrator	Level 07	$127
Project Management Assistant	Level 07	$127
Construction Observer	Level 07	$127
Civil Designer	Level 06	$119
CAD Technician	Level 06	$119
Construction Observer	Level 06	$119
Project Management Assistant	Level 06	$119
Construction Observer	Level 05	$115
CAD Technician	Level 05	$115
Office Administrator	Level 05	$115
CAD Technician	Level 04	$107
Administrative Assistant	Level 04	$107
Administrative Assistant	Level 03	$95

Reimbursable Expenses

Mileage	Current IRS Mileage Rate		
All other reimbursable costs (including mileage, travel, testing, printing, courier, shipping, etc)	Cost plus 10%		

Field Survey Party Services:

2-Man Field Party	$170.00 per hour
3-Man Field Party	$205.00 per hour
4-Man Field Party	$250.00 per hour

Note All charges are subject to New Mexico Gross Receipts Tax

Approval Form

Date Submitted: November 29, 2021

Department Submitting: Utilities Department Submitter: Martin Cordova

Date Re-Submitted after Changes: _____

Documents to Be Reviewed: Professional Service Agreement Stantec Consulting
Deadline: _____

Upon Completion and Approval of Review: *(Please indicate here if you want to pick-up your documents after step1 is approved or have them delivered for you to the next approving step)*

_____

Comments: RFP 2022-11 Engineering Services For Las Vegas Public Works Division

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

Approved / Disapproved: *(Reason for Disapproval)*: _____
☐ ***Changes:*** _____ Date: _____

1 _____
Scott Aaron, City Attorney Review — Date

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

2 _____
Jesus Baquera, Finance Director — Date 12-1-21

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

3 _____
Leo Maestas, City Manager — Date 12/6/21

☐ Picked Up By (*after CA review*): _____ Date: _____

☐ Hand Delivered By: _____ Date: _____

(1) Received By: _____ Dept: _____ Date: _____

(2) Received By: _____ Dept: _____ Date: _____

(3) Final Pick Up By: _____ Dept: _____ Date: _____

CITY OF LAS VEGAS NEW MEXICO

Eric Tapia <etapia@lasvegasnm.gov>

Professional Service Agreement Stantec Consulting

Scott Aaron <saaron@lasvegasnm.gov>
To: Eric Tapia <etapia@lasvegasnm.gov>, Leo Maestas <lmaestas@lasvegasnm.gov>, Jesus Baquera <jbaquera@lasvegasnm.gov>
Cc: Mario Cordova <mcordova@lasvegasnm.gov>, Travis Martinez <tmartinez@lasvegasnm.gov>

Tue, Nov 30, 2021 at 9:45 AM

I have reviewed the attached contract and approve of it. Please print and deliver to Jesus Baquera and Leo Maestas for signatures. One of them can sign after it comes back.

Scott Aaron
City Attorney for City of Las Vegas, New Mexico

[Quoted text hidden]
[Quoted text hidden]

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 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.

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 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.

Agreement / Contract
No. 3819-21
City of Las Vegas
Date

WORK ORDER CITY OF LAS VEGAS

(PUBLIC WORKS DEPARTMENT)

The City of Las Vegas hereby authorizes **Stantec Consulting**, Inc. to proceed with work as follows:

Phase 3 Amendment #2 – **Redesign of Camino de las Escuelas for reconstruction to a 28-ft wide street with 2-ft concrete curb and gutter, concrete sidewalk and ADA compliant ramps; provide right-of-way acquisition service for the referenced design change in Las Vegas, NM. as described in Exhibit A.**

Contact Person for the City of Las Vegas:

Public Works Manager-Danny Gurule
Phone Number: 505-425-1401
E-Mail: dgurule@lasvegasnm.gov

Contact Person for Stantec Consulting, Inc.:

Project Engineer-Wayland Oliver
Phone Number: 575-461-4277
E-Mail: wayland.oliver@stantec.com

The funding Sources: NMDOT Local Government Transportation Project Fund, City of Las Vegas

Fee: Lump Sum:
Redesign and ROW Acquisition Camino de las Escuelas: Twenty-Five Thousand Four Hundred Twenty-Eight and 18/100 Dollars w/ NMGRT.

Method of Payment: Monthly, percent complete

Ref. City of Las Vegas Professional Services Agreement 3318-17 dated August 2, 2017, Section 3 Compensation.

Schedule: 60 days from Notice to Proceed (NTP)

Conditions: None.

Stantec Consulting, Inc.

11/19/21 Principal

Date Submitted Title

City of Las Vegas

11/24/21

Date Approved

Recommend Signature

Date: 11/24/21

Recommend

Date: 11/24/21

EXHIBIT A

SCOPE AND COMPENSATION FOR PROFESSIONAL SERVICES DURING THE PRE-DESIGN PHASE

City of Las Vegas, NM

Phase 3, Amendment No. 2 – Redesign of Camino de las Escuelas
And
Right-of-Way Acquisition Survey and Document Preparation

The OWNER's/AGENCY's/ goals and expectations for the project are generally as described below:

The following Scope of Work and Cost Proposal is for the fees associated with the following Professional Services at this time:

Professional Services: **Re-Design**
Provide professional design services and support for the redesign of Camino de las Escuelas for reconstruction to a 28-ft wide street with 2-ft concrete curb and gutter, concrete sidewalk and ADA compliant ramps.

ROW and Parcel Take
Provide right-of-way acquisition service for the referenced design change in Las Vegas, NM.

A. Compensation for Professional Services Lump Sum Method of Payment:

Professional Services through the Preliminary and Final Design of the Project in the Lump Sum amount of Twenty-Five Thousand Four Hundred Twenty-Eight and 18/100 w/ NMGRT Dollars.

Re-Design	$	12,112.80
Topo Survey	$	3,414.00
Right-of-Way Survey and Plat Maps	$	5,064.00
Parcel Take	$	2,981.00
Subtotal	$	23,571.80
NMGRT @ 7.8750%	$	1,856.28
Total w/ NMGRT	$	25,428.08

B. Scope and Compensation: Re-Design Services

1. *Re-Design – Scope of Work*

   a.) Provide for the re-design of an existing asphalt surfaced street. Re-design will provide for a 28-ft wide asphalt surfaced street with 2-ft curb and gutter; 5-ft wide concrete sidewalk and ADA compliant ramps at each corner of the street.

   b.) Conduct on-site plan review of proposed re-design.

   c.) Coordinate design of ADA ramps with NMDOT.

   d.) Coordinate the re-design of street with New Mexico Historic Preservation Division and the State Historic Preservation Officer (SHPO).

   e.) Prepare ADA ramp design variance, if required.

   f.) Prepare exhibits or sketches as required for SHPO and NMDOT information.

   g.) Prepare an Opinion of Probable Construction Cost for re-design plans.

   h.) Engineer's Services under this phase will be considered complete on the date when the design plan documents and any other deliverables have been accepted by the Owner.

Title		Rate	Hours	Amount
Senior Project Engineer		$ 160.00	12	$ 1,920.00
Project Manager		$ 160.00	13	$ 2,080.00
Senior Civil Designer		$ 131.00	40	$ 5,240.00
CAD Technician		$ 97.00	20	$ 1,940.00
Senior Transportation Engineer		$ 166.00	4	$ 664.00
Mileage (Current IRS Rate)	2 Trips @ 240 miles per trip	$ 0.56	480	$ 268.80
	Total Preliminary Design		**569**	**$ 12,112.80**

2. *Topo Survey*

a.) Field survey of approximately 259 linear feet of existing street Camino de las Escuelas from Bridge Street to Moreno Street.

b.) Verification of existing utilities adjacent to the proposed reconstruction

c.) Verification of drainage structures and storm drains

d.) Verifications of existing elevations and grades

e.) Coordination with the City of Las Vegas to obtain as-recorded information on City owned utilities, roads and streets.

f.) Subsurface Utility Exploration (SUE) is not included in the services.

g.) Right-of-Way mapping is not included in the services.

h.) Subsurface Utility Exploration (SUE) is not included in the services.

i.) Right-of-Way mapping is not included in the services.

Title	Rate	Hours	Amount
Senior Project Engineer	$ 166.00	4	$ 664.00
	TOTAL	4	$ 664.00
Reimbursable Expense:			
Sub-Consultant - Survey	$ 2,500.00	1.1	$ 2,750.00
	TOTAL		$ 2,750.00
		Topo Survey	$ 3,414.00

3. *Right-of-Way Survey and Plat Maps and Descriptions*

a.) Prepare and submit to the City of Las Vegas sketches showing the limits of right-of-way takings for the property adjacent to the improvements.

b.) Conduct courthouse research for current ownership and property descriptions.

c.) Conduct field survey to establish existing right-of-way adjacent to Camino de las Escuelas.

d.) Prepare plat map of right-of-way taking.

e.) Prepare description for right-of-way taking.

f.) Subsurface Utility Exploration (SUE) is not included in the services.

g.) Submit plat maps and descriptions, signed and sealed by a licensed professional surveyor to the City.

j.) Scope of work does not include title searches or property appraisals.

Title	Rate	Hours	Amount
Senior Project Engineer	$ 166.00	4	$ 664.00
	TOTAL	4	$ 664.00
Reimbursable Expense:			
Subconsultant - Survey	$ 4,000.00	1.1	$ 4,400.00
	TOTAL		$ 4,400.00
	Right-of-Way Survey and Plat Maps		$ 5,064.00

4. *Parcel Take (Right-of-way Donation Transaction Document Prep)*

   a.) Prepare waiver valuation including establishing valuation for donation of parcel and preparing donation package (offer, parcel diary, completion of donation documents and final deed).

   b.) Title report for vesting deed and recording costs for one deed

   c.) Mailing documents.

   d.) The scope of work includes no travel to Las Vegas. NM and no escrow work for recordation of final deed.

Title	Rate	Hours	Amount
Senior Right of Way Manager	$ 184.00	8	$ 1,472.00
Right of Way Manager	$ 150.00	4	$ 600.00
	TOTAL	12	$ 2,072.00
Reimbursable Expense:			
Postage	$ 100.00	1	$ 100.00
Title report for vesting deed and recording costs	$ 809.00	1	$ 809.00
	TOTAL		$ 909.00
	Parcel Take (R/W Donation Transaction Document Prep)		**$ 2,981.00**

The work will be completed within 60 days from the date of written authorization to proceed. This assumes no Public Meeting will be required.

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: November 9, 2022

Date Submitted: 11/03/2022 **Department:** Public Works

Item Topic: Addendum #1 to Contract #3820-21 with Molzen Corbin & Associates for professional services for the Las Vegas Municipal Airport.

Fiscal Impact: Costs budgeted out of funds 104 and 433.

Attachments: Addendum #1, Contract #3820-21.

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

See Attached Approval Form.

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 _____

Approval Form

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

Date Submitted: 10/27/22

Department Submitting: Public Works Submitter: Daniel Gurule

Documents to Be Reviewed: Contract # 3819-21 Engineering Addendum Stantec Engineering Deadline: ASAP

Submitter Comments: _____

☐ *Received by Human Resource:* _____ *Date:* _____

HR Comments: _____

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

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

☐ ***Changes:*** _____ Date: _____

1 Randall D. Van Ulmk — 10-31-2022

Attorney Review — Date

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

2 _____ _____

Finance Director — Date

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

3 _____

Leo Maestas, City Manager — Date

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

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

ADDENDUM #1
AGREEMENT/CONTRACT # 3820-21
RFP # 2022-08
AWARDED ON: October 29, 2021
VENDOR NAME: MOLZEN/CORBIN

This Addendum to Agreement/Contract entered into this____ day of November, 2022 by and between the City of Las Vegas, a Municipal Corporation, hereinafter termed "City" and Molzen/Corbin hereinafter termed "Contractor...",

RECITALS

WHEREAS, under the date of 10/21/2021 the City and Contractor entered into an Agreement pursuant to a call for RFP in which Contractor provided the services detailed in Article I, II and III (scope of work) of Agreement # 3820-21;

WHEREAS, the City and the Contractor now desire to extend the Agreement for an additional year from 10/21/2022 thru: 10/21/2023.

WHEREAS, the City and Contractor have agreed upon original terms/scope of agreement #3820-21,

WHEREAS, the City and Contractor agree to the following method of payment: the total amount of compensation for the services detailed in Article I of Agreement # 3820-21, shall not exceed the original amount detailed in Agreement #3820-21.

NOW, THEREFORE, the parties agree as follows:

1. This addendum #1 and the Agreement contain the entire agreement between the City and the Contractor with respect to the subject matter therein and all prior negotiations, writings, statement, promise or inducement made by the City or Contractor, either written or oral which is not contained in this Addendum or Agreement, is binding between the Parties. No changes or amendments to the Agreement or this Addendum #1 shall be effective except those on written approval by both Parties.

2. 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. The Agreement shall be governed by the laws of the State of New Mexico, and ordinances, resolutions, rules and regulations of the City.

3. Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from Contractor's performance under this Contract. Contractor further agrees to hold the City harmless from any and all claims for any injury, damages or death incurred by Contractor or Contractor's employee's agents or other representatives.

4. All of the provisions in the Agreement, except those specifically modified in this Addendum #1 shall remain in full force and effect.

REVIEWED & APPROVED:

_____

CITY MANAGER

_____

Date

Molzen/Corbin

_____

_____

Title

_____

Date

ATTEST:

_____

CITY CLERK

_____

Date

Approved as legal sufficiency only:

_____

Attorney

_____

Date

Agreement / Contract
No. 3808-21
City of Las Vegas
Date

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND MILLER ENGINEERING CONSULTANTS, INC.

(Amendment 1)

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City'), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Miller Engineering Consultants, Inc. ("Contractor'), a New Mexico corporation, of 3500 Comanche NE, Bldg. F Albuquerque, New Mexico, 87107, on this 29th day of October, 2021 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

Whereas, the City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

Whereas, the Contractor desires to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

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

1. SCOPE OF WORK

The duties of the Contractor shall include the following services:

a. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Utility Director or designee.
c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
d. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
e. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
f. Provide technical assistance completing environmental reviews.
g. Provide assistance completing applications and obtain funding as needed.
h. Provide construction observation and inspection on various projects as requested by the City Utility Director or designee.
i. Provide technical assistance on various City projects being performed in-house as required and directed.

The duties of the Contractor shall include the following services:

a. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Utility Director or designee.
c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
d. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
e. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
f. Provide technical assistance completing environmental reviews.
g. Provide assistance completing applications and obtain funding as needed.
h. Provide construction observation and inspection on various projects as requested by the City Utility Director or designee.
i. Provide technical assistance on various City projects being performed in-house as required and directed.
j. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
k. Provide construction phase engineering services.
l. Provide review of, assessment and approval of submittals and invoices.
m. Additional services as may be specifically requested by the City of Las Vegas.

2. COMPENSATION: Regular Services. Regular services to be provided under the terms of this Agreement by the Contractor shall include all those necessary to perform tasks assigned and described within the "Scope of Services" in Paragraph 1 above.

A. Compensation. Please refer to **Attachment "A"** entitled Rate Schedule

B. Time Records. Contractor shall provide to the City regular invoices detailing: (i) the amount of time spent, (ii) the service(s) provided by Contractor, and (iii) which Contractor employee provided the service(s).

C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor's invoices.

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

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is

terminated at any time with a 15 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

4. BENEFITS, TAXES: The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. 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 Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it 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.

5. TERMINATION OF CONTRACT: Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the Contractor at its discretion, with 15 days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

6. DUTIES OF CONTRACTOR: The Contractor shall perform duties consistent with those associated, assigned and described within the "Scope of Services" in Paragraph 1 above.

7. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

9. CONFLICT OF INTEREST: The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.

10. OATH OF CONFIDENTIALITY: The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.

11. WORKING FACILITIES: The Contractor may use City offices upon prior written consent of the City.

12. NO AUTHORITY TO BIND CITY: The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

13. WAIVER OF BREACH: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

14. NOTICE: Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.

15. SUBJECT TO OTHER DOCUMENTS: This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

16. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. 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 Agreement 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. 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. If 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. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. 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.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19.INDEMNIFICATION: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

20.NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 41-4-1, et. seq, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

21.THIRD PARTY BENEFICIARIES: By entering into this agreement, 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 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.

22. 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.

23. WORKERS COMPENSATION INSURANCE: 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.

24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS

Leo J. Maestas, City Manager

Attest:

Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

10/21/21

Scott Aaron, City Attorney

CONTRACTOR:

Signature

Printed Name: VERLYN A. MILLER

Position: PRESIDENT

"ATTACHMENT "A"
MILLER ENGINEERING CONSULTANTS, INC.
Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2022-11

ENGINEERING SERVICES FOR
THE CITY OF LAS VEGAS PUBLIC WORKS DIVISION

MILLER ENGINEERING CONSULTANTS

Engineers • Planners

Miller Engineering Consultants, Inc.

*** Hourly Rate Schedule (1/1/2021)**

Principal Engineer	$ 165.00
Professional Engineer	$ 115.00
Senior Designer	$ 85.00
Engineer Intern	$ 85.00
Designer	$ 70.00
Construction Observer	$ 65.00
Drafter	$ 60.00
Clerical	$ 50.00

COSTS	
Mileage	$ 0.58 / mile
Per Diem	at cost
PRINTING	
8-1/2" X 11"	$ 0.09/sheet
11" x 17"	$ 0.09/sheet
24" x 36" paper	$ 4.00/sheet

* All rates subject to NMGRT

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: November 9, 2022

Date Submitted: 10/21/22 **Department:** Community Development

Item/Topic: MainStreet de Las Vegas' FY 2022-23 First Quarter Report for Contract #3910-22 with the City of Las Vegas.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:

Department Director

Reviewed By:

Finance Director

City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

Revised October 2022

CITY OF LAS VEGAS NEW MEXICO

Casandra Fresquez <cfresquez@lasvegasnm.gov>

First Quarter Report for 2022-23

1 message

michaelperanteau@aol.com <michaelperanteau@aol.com> Tue, Oct 25, 2022 at 10:38 AM
Reply-To: michaelperanteau@aol.com
To: "councilmen.montoya@lasvegasnm.gov" <councilmen.montoya@lasvegasnm.gov>, "councilmen.romero@lasvegasnm.gov" <councilmen.romero@lasvegasnm.gov>, "councilmen.ulibarri@lasvegasnm.gov" <councilmen.ulibarri@lasvegasnm.gov>, "BrPCa@yahoo.com" <BrPCa@yahoo.com>
Cc: "lmaestas@lasvegasnm.gov" <lmaestas@lasvegasnm.gov>, "reina.aurora@gmail.com" <reina.aurora@gmail.com>, "neoiv@yahoo.com" <neoiv@yahoo.com>, "cfresquez@lasvegasnm.gov" <cfresquez@lasvegasnm.gov>, "aprilg@lasvegasnm.gov" <aprilg@lasvegasnm.gov>

Dear Council Members & City Manager:

Please see Main Street de Las Vegas' 2022-23 First Quarter Report and attachments. Main Street's annual Accreditation process was moved up to October 13th this year so I was not able to get this report into the City by the Friday before the Council Meeting on October 14th. Main Street will do a presentation at the November Council meeting. Thank you for your understanding in this regard.
Please contact me if you have any questions.

Thanks, Michael

Michael Peranteau
Executive Director
MainStreet de Las Vegas
500 Railroad Avenue
Las Vegas, New Mexico 87701
505.617.6800
505.257.8770-cell
www.mainstreetdelasvegas.org

8 attachments

- **First Quarter 2022 23 Report for City Contract.docx** 736K
- **Council 9_21_22 MSLV Scope of Work(1) for quarterly report 1.doc** 716K
- **City First Quarter Invoice for 2022-23.docx** 76K
- **September First Friday.pdf** 1218K
- **Monthly Flyers-2-2.pdf** 1130K
- **Art Exhibition-1.pdf** 1537K

First Quarter Report for Contract #3910-22 for Fiscal Year 2022-23

Exhibit A

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.

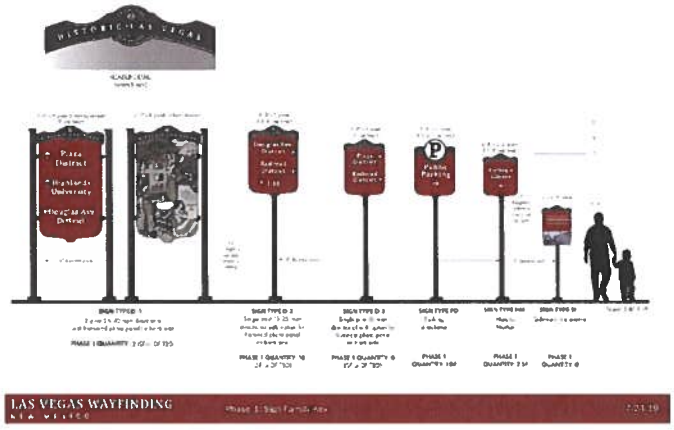
   Main Street de Las Vegas submitted all the necessary documents and had a site visit and was accredited for 2023.

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.
   The Economic Development Quarterly Report was completed and is attached.

Exhibit B

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.

Wayfinding Signage: 17 Wayfinding signs were installed throughout the MainStreet Districts to help visitors find their way around Las Vegas. This project began 9 years ago with community involvement identifying the routes. Meetings to discuss the design and color of the signs were held in 2016 & 2018. This project was put out to bid in a competitive process and P&M Signs was selected to fabricate and install the signs (total expense was $57,000 and nearest bid was $120,000).



Tasks to be completed in FY2022-23:

Coordinate with the City to develop/implement public infrastructure or other special projects that align with MainStreet's strategies.

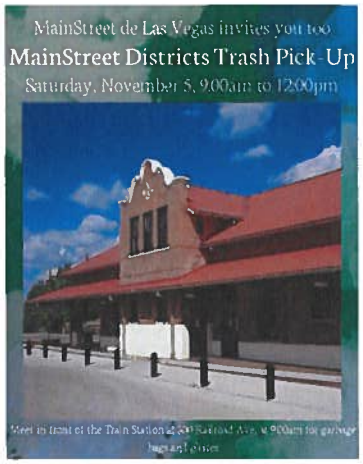
Held regularly scheduled Monday construction meetings, Designer George Radnovich attended the meeting on 9/10, went over change order issues, the parking lot redesign and walked the project.

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.

NMMS Quarterly Reports are done on the calendar year so the Second & Third Quarter Reports are attached. See attached reports.

Organize community cleanup efforts in the Main Street District.

The first community trash pick-up is in the Railroad District on Saturday, November 5th in the Railroad District. See attached flyer. Highlands Athletic Program students will participate.



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.

1) A service request was submitted for 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)

Branding essence draft statement:

Nestled along the Gallinas River in the mountains of Northeastern New Mexico, the unique MainStreet de Las Vegas downtown district is the place where the City of Las Vegas was founded in 1836, making us the *original* Las Vegas. The downtown district is a walkable living museum, spanning from the historic railroad depot to Plaza Park, the heart of the community. The district is made up of three distinct commercial corridors: Old Town, New Town, and Railroad Avenue.

These district corridors are rich with architectural diversity, including impressive examples of Adobe, Territorial, Victorian, and Edwardian buildings. Boasting over 900 buildings listed on the National Register of Historic Places, you will find most of these historic treasures in and around the MainStreet de Las Vegas District. These charming buildings are home to many state-of-the-art businesses, reflecting the momentum and growth of the district.

The MainStreet de Las Vegas district reflects the unique culture of our community. You will need more than one day to experience the *original* Las Vegas. Book a room in one of our historic hotels before shopping in our eclectic and locally owned shops and eating in restaurants scattered throughout the district. Plan your stay during one of our annual events like the Fiestas, Heritage Month, or the Rough Rider Motorcycle Rally. Depending on when you visit, you may find yourself at one of our charming parades.
Experience the *original* Las Vegas for yourself!

Implement communications or promotions activities annually that bring people to the Main Street District businesses.

2) 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.

Three First Friday events have happened to date (see attached flyers). Sample flyer below.

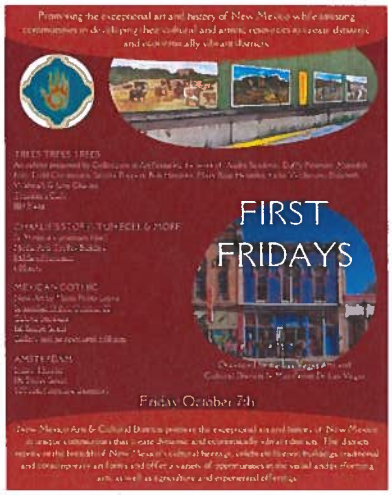


EXHIBIT A
Scope of Services: Activities Reflecting Use of City Funds

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 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.

   Main Street de Las Vegas was accredited for 2023.
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.
   Economic Development Quarterly Report was completed and is attached.
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

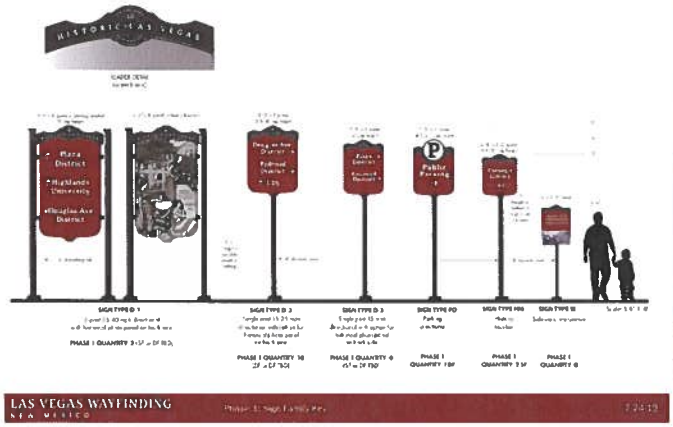
with service delivery, implementation of projects, and reporting of district reinvestment statistics/impact measures. Participate in planning/coordination meetings City Manager, Community Development Director and other key City staff as needed.

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.

Wayfinding Signage: 17 Wayfinding signs were installed throughout the Main Street Districts to help visitors find their way around Las Vegas. This project Was begun 9 years ago and community meetings where community members picked the routes, and the design and color of the signs were held in 2016 & 2018.



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
    - 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.

Held regularly scheduled Monday construction meetings, Designer George Radnovich attended the meeting on 9/10, went over change order issues, the parking lot redesign and walked the project.

1. 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.

   NMMS Quarterly Reports are done on the calendar year so the Second & Third Quarter Reports are attached. See attached reports.

2. 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
   - Provide attendance record and photos from each cleanup to City Council.

   The first community trash pick-up is in the Railroad District on Saturday, November 5th in the Railroad District. See attached flyer. Highlands Athletic Program students will participate.

1. 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 coordinate 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 application 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.

   Michael & Susie contacted City Council members on 10/11 about mural sites in their districts. They will drive the districts and then meet with each Council Member during October.

1. 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.

   A service request was submitted for 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)

   We have been working to get this meeting set up. New Mexico Main Street Real Estate specialist Rhea Serna's November availability dates: 11/21-23 and 11/28-12/2. We need to pick a date as soon as possible.

   A service request was submitted for 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)

Branding essence draft statement:

Nestled along the Gallinas River in the mountains of Northeastern New Mexico, the unique MainStreet de Las Vegas downtown district is the place where the City of Las Vegas was founded in 1836, making us the ***original*** Las Vegas. The downtown district is a walkable living museum, spanning from the historic railroad depot to Plaza Park, the heart of the community. The district is made up of three distinct commercial corridors: Old Town, New Town, and Railroad Avenue.

These district corridors are rich with architectural diversity, including impressive examples of Adobe, Territorial, Victorian, and Edwardian buildings. Boasting over 900 buildings listed on the National Register of Historic Places, you will find most of these historic treasures in and around the MainStreet de Las Vegas District. These charming buildings are home to many state-of-the-art businesses, reflecting the momentum and growth of the district.

The MainStreet de Las Vegas district reflects the unique culture of our community. You will need more than one day to experience the ***original*** Las Vegas. Book a room in one of our historic hotels before shopping in our eclectic and locally owned shops and eating in restaurants scattered throughout the district. Plan your stay during one of our annual events like the Fiestas, Heritage Month, or the Rough Rider Motorcycle Rally. Depending on when you visit, you may find yourself at one of our charming parades.

Experience the ***original*** Las Vegas for yourself!

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.

1. Explore the Expansion of the Main Street District in Las Vegas.

   Work with New Mexico Main Street 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 assistance from New Mexico Main Street to work with MSLV and the City to hold a study session to discuss possible expansion of the District into Ward 2. All Councilors and the public will be invited to the study session.

   MSLV is working with Toby Sanchez and Auntie's Tiendita on South Pacific to renovate the front of this building.

2. 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)

   This workshop will focus on entrepreneurs who have opened small, successful businesses in Las Vegas. It will focus on how these business owners got started and how they made it all work.

   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. MSLV shall provide an attendance record and summary of the events to the City.

1. 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.

   Three First Friday events have happened to date (see attached flyers). Sample flyer below.

500 Railroad Avenue
Las Vegas, New Mexico 87701
505.617.6800
www.mainstreetlvnm.com

October 20, 2022

Leo Maestas
City Manager
City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

First Quarter Invoice for Contract #3910-22 for Fiscal Year 2022-23

Date	**Description of Deliverable**	**Cost**
October 20, 2022	First Quarter Payment	$7,500.00
	TOTAL DUE	$7,500.00

Sincerely,

Michael Peranteau
Executive Director
MainStreet de Las Vegas

Promoting the exceptional art and history of New Mexico while assisting communities in developing their cultural and artistic resources to create dynamic and economically vibrant districts.

Las Vegas

FIRST FRIDAYS

Celebrating the Arts

Organized by the Las Vegas Arts and Cultural Districts & Mainstreet De Las Vegas

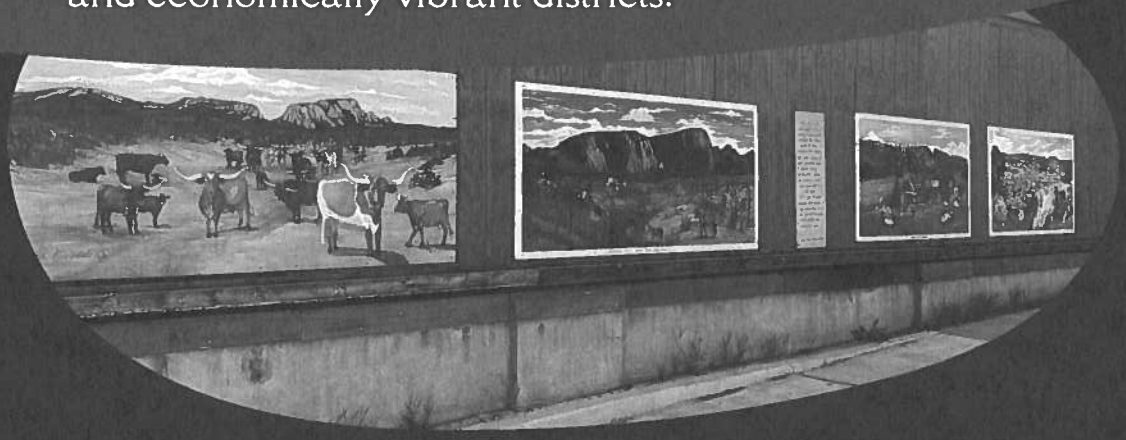
PARTICIPATING GALLERIES

Las Vegas Arts Council / Gallery 140
El Zocalo Cooperative Gallery
Gallery ONESIXSIX
Tito's Gallery
Weave & Gather
Stella's Cafe
Fat Crow Press Gallery
The Corner Art Gallery
Plaza Antiques
Spirit Horse Gallery
Pathfinder Line
Frankie Antiques
Plaza Historic
Spice Rack

Friday September 2nd 4-6pm

New Mexico Arts & Cultural Districts promote the exceptional art and history of New Mexico in unique communities that create dynamic and economically vibrant districts. The districts represent the breadth of New Mexico's cultural heritage, celebrate historic buildings, traditional and contemporary art forms and offer a variety of opportunities in the visual and performing arts, as well as agriculture and experiential offerings.

Promoting the exceptional art and history of New Mexico while assisting communities in developing their cultural and artistic resources to create dynamic and economically vibrant districts.

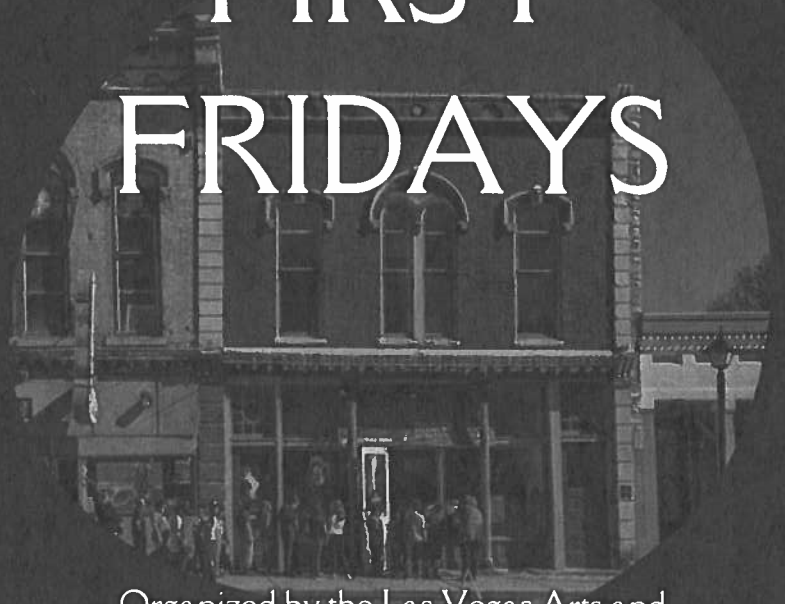


TREES TREES TREES

An exhibit presented by Colleagues in Art featuring the work of: Audra Sandoval, Duffy Peterson, Meredith Britt, Todd Christensen, Sandra Poppers, Bob Henssler, Mary Rose Henssler, Kallie Willbourn, Elizabeth Withnall, & Jane Chavez

Traveler's Cafe
1814 Plaza

FIRST FRIDAYS



CHARLIE'S STORY: TUSKEGEE & MORE

(a 30 min documentary film)
Media Arts Trolley Building
1183 San Francisco
6:00 p.m.

MEXICAN GOTHIC

New Art by Mario Prieto Lopez
September 13 thru October 22
Galeria onesixsix
166 Bridge Street
Gallery will be open until 6:00 p.m.

AMSTERDAM

Indigo Theater
146 Bridge Street
6:30 p.m. (only one showing)

Organized by the Las Vegas Arts and Cultural Districts & MainStreet De Las Vegas

Friday October 7th

New Mexico Arts & Cultural Districts promote the exceptional art and history of New Mexico in unique communities that create dynamic and economically vibrant districts. The districts represent the breadth of New Mexico's cultural heritage, celebrate historic buildings, traditional and contemporary art forms and offer a variety of opportunities in the visual and performing arts, as well as agriculture and experiential offerings.

Promoting the exceptional art and history of New Mexico while assisting communities in developing their cultural and artistic resources to create dynamic and economically vibrant districts.

Las Vegas

FIRST FRIDAYS

Celebrating the Arts

Organized by the Las Vegas Arts and Cultural Districts & Mainstreet De Las Vegas

PARTICIPATING GALLERIES

Las Vegas Arts Council / Gallery 140
El Zocalo Cooperative Gallery
Gallery ONESIXSIX
Tito's Gallery
Weave & Gather
Stella's Cafe
Fat Crow Press Gallery
The Corner Art Gallery
Plaza Antiques
Spirit Horse Gallery
Pathfinder Line
Frankie Antiques
Plaza Historic
Spice Rack

Friday August 5th 4-6pm

New Mexico Arts & Cultural Districts promote the exceptional art and history of New Mexico in unique communities that create dynamic and economically vibrant districts. The districts represent the breadth of New Mexico's cultural heritage, celebrate historic buildings, traditional and contemporary art forms and offer a variety of opportunities in the visual and performing arts, as well as agriculture and experiential offerings.

New Mexico MainStreet

Quarterly Financial Report Worksheet

For the Period July 1 through September 30
(Due no later than October 10th)

Date: 10/7/2022

Community: Las Vegas

PRIVATE BUILDING INTERIOR AND EXTERIOR IMPROVEMENTS AND REHABILITATIONS

Name of Building	Address	$ of Private Investment
Apartment Building	533 Railroad Avenue	$50,000
Maloof Building (Coors Dist)	575 12th Street	$200,000
Blue Building	227 Plaza	$250,000

Q-7: TOTAL # Priv. Building Rehabs 3

Q-8: TOTAL $ Private Investment $500,000

BUSINESS OPENINGS, CLOSINGS AND EXPANSIONS

NMMS Quarterly Report Due Dates:

1st: April 10, covering January 1 through March 31

2nd: July 10th, covering April 1 through June 30

3rd: October 10, covering July 1 through September 30

4th: January 10th, covering October 1 through December 31

Description of Work	NMMS Assistance?
update & renovate	
replace roof & renovate	
complete renovation	

New Businesses (List by Name)	Address	# Jobs Added
The Hide Out	229 Plaza	2
Bella Rose's Children's Boutique	1215 National	1

Q-9: TOTAL # Businesses Added 2

Q-10: TOTAL # Jobs Added (from new businesses) 3

Business Closures (List by Name)	Address	# Jobs Lost
Olivia's Restaurant	245 Plaza	0

Q-11: TOTAL # Businesses Closed 1

Q-12: TOTAL # Jobs Lost 0

Q-13: TOTAL # Net New Businesses 1

Business Expansions (List by Name)	Address	# Jobs Added

Q-14: TOTAL # Businesses Expanded 0

Q-15: TOTAL # Jobs Added from Expansions 0

Q-16: TOTAL # Net New Jobs 3

BUILDING PURCHASES

		$ Purchase

Reason for Closure
moved out of District

Name of Building	Address	Price
Apartment Building	533 Railroad Avenue	$339,000
Penny's Building	804 Douglas Avenue	$360,000
Nelson Funeral Home	801 Douglas Avenue	$470,000
Tiny Tea House Building	157 Bridge Street	$250,000
Spirit Horse Gallery Building	115 Bridge Street	$325,000
Q-17: TOTAL # Buildings Purchased	**5**	
Q-18: TOTAL $ Invested in Purchases		**$1,744,000**

PUBLIC SECTOR IMPROVEMENTS

Name of Public Project	Address or Location	$ Value of Project
Q-19: TOTAL # Public Sector Imps.	**0**	
Q-20: TOTAL $ Value of Projects		**$0**

PUBLIC / PRIVATE PROJECTS

Name of Pub / Priv Project	Address or Location	$ Value of Project
Wayfinding Signage	throughout Las Vegas	$57,000
Q-21: TOTAL # Pub / Priv Projects	**1**	
Q-22: TOTAL $ Value of Projects		**$57,000**

NEW BUILDINGS CONSTRUCTED

Name of New Building	Address	$ Value of Project
Q-23: TOTAL # New Buildings	**0**	
Q-24: TOTAL $ Value of Projects		**$0**

MAINSTREET GRANTS

Public Sector Grants		**$ Amount**
Name of Grant		**of Grant**

Description of Property
one commercial space & 3 apt
large commercial space
commercial/mixed use
gallery/live space
gallery & apartments

Description of Work	NMMS Assistance?

Description of Work	NMMS Assistance?
signage around Las Vegas	

Description of Work	NMMS Assistance?

Type of Grant

New Mexico Fire Emergency Grant		$5,598
Q-25: TOTAL # Public Sector Grants	**1**	
Q-26: TOTAL $ Amount of Grants		**$5,598**

Private Sector Grants **Name of Grant**	**$ Amount of Grant**
Leveo Sanchez (must be matched by 12/31)	$10,000
Allan Affeldt	$500
Terry Mossman	$500
Reina Fernandez	$200
Nancy Colalillo	$5,000
Bill Taylor	$1,000
Dora Ramirez	$1,000
Elizabeth Ratzlaff	$200
Q-27: TOTAL # Private Sector Grants 8	
Q-28: TOTAL $ Amount of Grants	**$18,400**

MAINSTREET EVENTS AND PROMOTIONS

Events **Name of Event**	**Net Profit $**
Q-29: TOTAL # Events 0	
Q-30: TOTAL Profit $	**$0**

Promotions **Name of Promotion**	**Net Profit $**
Q-31: TOTAL # Promotions 0	
Q-32: TOTAL Profit $	**$0**

HOUSING

Name of Housing Project	**Address**	**$ Value of Project**

GenOp

Type of Grant

Challenge Grant
match
match
match
match
match
match
match

Co-Sponsors

Partners

Type of Housing Units	# of Units

Q-33: TOTAL # Housing Projects	**0**	
Q-34 TOTAL $ Value of Projects		**$0**
Q-35 TOTAL # of Housing Units		

VOLUNTEERS

For each major local program activity, list the number of times that activity occurs during the quarte
the number of volunteers (not paid staff) who perform that activity each time, and
hours each volunteer spends on that activity per occurrence.
Add and specify other activities (projects and major tasks) as needed.

Activity	**# of Occurrences**	**# of Volunteers Per Occurrence**
Board Meetings	3	8
Org Committee Meetings	2	4
Promo Committee Meetings	3	4
Design Committee Meetings		
EV Committee Meetings		
Other Committee Meetings Comm Garden)	12	7
Events		
Q-36: TOTAL # of Volunteers		**23**
Q-37: TOTAL Hours		

	0

r,

Hours Per Person Per Occurrence	Total Hours
2	48
3	24
1	12
	0
	0
2	168
	0
	0
	0
	0
	252

New Mexico MainStreet

Quarterly Financial Report Worksheet

For the Period April 1 through June 30

(Due no later than July 10th)

Date: 7/6/2022

Community: Las Vegas

PRIVATE BUILDING INTERIOR AND EXTERIOR IMPROVEMENTS AND REHABILITATIONS

Name of Building	Address	$ of Private Investment
Walderos	1209 Bridge Street	$10,000
Weave & Gather	200 Plaza Park	$5,000
Spice Rack	210 Plaza Park	$10,000
Halo Hair Salon	1213 Bridge Street	$25,000
Pathfinder Line Gallery	153 Bridge Street	$2,500.00
Meadow City Pain Management Clinic	1101 Douglas Avenue	$25,000
Price's Funrniture	600 Douglas Avenue	$5,000
Athletics & Aesthetics	610 Douglas Avenue	$75,000
Wells Fargo Bank Building	701 Douglas Avenue	$200,000.00

Q-7: TOTAL # Priv. Building Rehabs 9

Q-8: TOTAL $ Private Investment $357,500

BUSINESS OPENINGS, CLOSINGS AND EXPANSIONS

NMMS Quarterly Report Due Dates:

1st: April 10, covering January 1 through March 31

2nd: July 10th, covering April 1 through June 30

3rd: October 10, covering July 1 through September 30

4th: January 10th, covering October 1 through December 31

Description of Work	NMMS Assistance?
renovate & create café	
renovate & create store	
renovate & create store	
renovate & create hair salon	
rearrange & update gallery	
Façade repair & paint	
renovate & create gym	
renovate bank into office space	

New Businesses (List by Name)	Address	# Jobs Added
Waldero's Sandwich Shop	1209 Bridge Street	3
Weave & Gather	200 Plaza Park	1
Spice Rack	210 Plaza Park	2
Halo Hair Salon	1213 Bridge Street	3
Meadow City Pain Clinic	1101 Douglas Avenue	2
Athletics & Aesthetics	610 Douglas Avenue	4
Pathfinder Line Gallery	153 Bridge Street	1
Stella's Restaurant	148 Bridge Street	6

Q-9: TOTAL # Businesses Added 8

Q-10: TOTAL # Jobs Added (from new businesses) 22

Business Closures (List by Name)	Address	# Jobs Lost

Q-11: TOTAL # Businesses Closed 0

Q-12: TOTAL # Jobs Lost 0

Q-13: TOTAL # Net New Businesses 8

Business Expansions (List by Name)	Address	# Jobs Added

Q-14: TOTAL # Businesses Expanded 0

Q-15: TOTAL # Jobs Added from Expansions 0

Q-16: TOTAL # Net New Jobs 22

BUILDING PURCHASES

		$ Purchase

Reason for
Closure

Name of Building	Address	Price
Kiva Theater	102 Bridge Street	$315,000
Q-17: TOTAL # Buildings Purchased	**1**	
Q-18: TOTAL $ Invested in Purchases		**$315,000**

PUBLIC SECTOR IMPROVEMENTS

Name of Public Project	Address or Location	$ Value of Project
Q-19: TOTAL # Public Sector Imps.	**0**	
Q-20: TOTAL $ Value of Projects		**$0**

PUBLIC / PRIVATE PROJECTS

Name of Pub / Priv Project	Address or Location	$ Value of Project
Q-21: TOTAL # Pub / Priv Projects	**0**	
Q-22: TOTAL $ Value of Projects		**$0**

NEW BUILDINGS CONSTRUCTED

Name of New Building	Address	$ Value of Project
Q-23: TOTAL # New Buildings	**0**	
Q-24: TOTAL $ Value of Projects		**$0**

MAINSTREET GRANTS

Public Sector Grants Name of Grant		$ Amount of Grant

Description of Property

Historic Theater

Description of Work	NMMS Assistance?

Description of Work	NMMS Assistance?

Description of Work	NMMS Assistance?

Type of Grant

City of Las Vegas Contract payment		$7,500
Q-25: TOTAL # Public Sector Grants	**1**	
Q-26: TOTAL $ Amount of Grants		**$7,500**

Private Sector Grants **Name of Grant**		**$ Amount of Grant**
Las Vegas New Mexico Community Foundation		$20,000
Santa Fe Commuunity Foundation		$35,000
EST Media Holdings		$4,000
New Mexico Resiliency Alliance		$3,000
LANL Foundation		$5,000
Q-27: TOTAL # Private Sector Grants	**5**	
Q-28: TOTAL $ Amount of Grants		**$67,000**

MAINSTREET EVENTS AND PROMOTIONS

Events **Name of Event**		**Net Profit $**
Q-29: TOTAL # Events	**0**	
Q-30: TOTAL Profit $		**$0**

Promotions **Name of Promotion**		**Net Profit $**
Q-31: TOTAL # Promotions	**0**	
Q-32: TOTAL Profit $		**$0**

HOUSING

Name of Housing Project	**Address**	**$ Value of Project**

city grant

Type of Grant

grant for fire regrant program
grant for fire regrant program
grant for fire regrant program
Façade Squad
Citywide Mural Project

Co-Sponsors

Partners

Type of Housing Units	# of Units

Q-33: TOTAL # Housing Projects	**0**	
Q-34 TOTAL $ Value of Projects		**$0**
Q-35 TOTAL # of Housing Units		

VOLUNTEERS

For each major local program activity, list the number of times that activity occurs during the quarte
the number of volunteers (not paid staff) who perform that activity each time, and
hours each volunteer spends on that activity per occurrence.
Add and specify other activities (projects and major tasks) as needed.

Activity	**# of Occurrences**	**# of Volunteers Per Occurrence**
Board Meetings	3	8
Org Committee Meetings	2	4
Promo Committee Meetings		
Design Committee Meetings		
EV Committee Meetings		
Other Committee Meetings		
Events		
Q-36: TOTAL # of Volunteers		**12**
Q-37: TOTAL Hours		

	0

r,

Hours Per Person Per Occurrence	Total Hours
2	48
3	24
	0
	0
	0
	0
	0
	0
	0
	0
	72

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: November 9, 2022

Date Submitted: October 14, 2022 **Department:** Police - Animal Care Center

Item/Topic: Pet Animal Care Facilities Act (PACFA) License for out of state animal transfers. The state of Colorado requires a PACFA license for the Animal Care Center to transfer animals to other rescues/shelters in Colorado. These transfers are vital in maintaining a "no-kill" rate for the Animal Care Center. We would like to be able to complete at least two trips to Colorado per month for animal transfers. Travel forms will be submitted to the City Manager for approval.

Fiscal Impact: Fuel costs

Attachments: PACFA Application

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 CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

Revised October 2020

COLORADO
Department of Agriculture
Inspection & Consumer Services Division

STATE OF COLORADO
APPLICATION FOR PACFA LICENSE

PACFA
Safeguarding Colorado's Pets
Pet Animal Care Facilities Act Program

Hours of Operation: Please circle your hours (Monday - Friday only) below. See the instructions page for more information.

Monday	Tuesday	Wednesday	Thursday	Friday
8 am—5 pm	8 am—5 pm	8 am—5 pm	8 am—5 pm	8 am—5 pm
8 am—10 am	8 am—10 am	8 am—10 am	8 am—10 am	8 am—10 am
10 am—12 pm	10 am—12 pm	10 am—12 pm	10 am—12 pm	10 am—12 pm
12pm—2 pm	12pm—2 pm	12pm—2 pm	12pm—2 pm	12pm—2 pm
2 pm—4 pm	2 pm—4 pm	2 pm—4 pm	2 pm—4 pm	2 pm—4 pm
4 pm—6 pm	4 pm—6 pm	4 pm—6 pm	4 pm—6 pm	4 pm—6 pm

Primary Business Contact (Licensee) Information: *This information is for the person who holds legal responsibility and obligation for the business and the PACFA License, and will be the main point of contact for the facility. All information below is REQUIRED.*

- This person is REQUIRED to complete the PACFA QE course prior to a pre-license inspection being scheduled.
- If the Primary Business Contact currently holds a PACFA license, please provide the AgLicense ID for verification: _____

Date of Birth:_____ **Legal First Name:**_____ **Legal Middle Initial:**____ **Legal Last Name:** _____

Mailing Address: Street Address_____ City_____ State _____ Zip Code_____

Main/Cell Phone Number:_____ **Business/Facility Phone Number:** _____

Email Address (We use your email for PACFA / CDA related purposes only): _____

Secondary Contact for Business (Full name): _____ **Secondary Contact's Phone Number:** _____

Primary Business Contact Certification: *This section must be completed and signed by the Primary Business Contact, only.*

1) I certify that I am in compliance with all federal, state and local laws, codes or ordinances pertaining to my business activities. ____ **Yes** ____ **No**. If No, please identify any code, ordinance, or law with which you are not in compliance and identify how you intend to resolve the matter:

_____

_____

2) I am aware the information provided in this application will be used to perform a background search of public records to include municipal, county and state court records. _____ **(initial)**

3) I am aware it is my responsibility to review and comply with the PACFA Rules & Regulations (see the PACFA website). _____ **(initial)**

4) I understand that PACFA Application/License Fees are non-refundable. If for any reason I do not open or close my business during the license year my application/license fee will not be refunded. I also understand that the license is non-transferable between locations and that if I move to a new location I must reapply and pay a new license fee. _____ **(initial)**

5) Has the applicant or applicant's principals, partners, officers, or agents been charged, fined, sentenced, convicted, or entered a plea of guilty or no contest under any federal, state or local law pertaining to theft, cruelty, neglect or abuse of animals? _____ **Yes** _____ **No**
If Yes, provide the disposition _____, case number _____ , jurisdiction_____ and name (s) of the defendants involved:_____
Charging and Disposition court documents may be required.

6) Has the applicant or applicant's principals, partners, officers, or agents had a PACFA or similar license denied, revoked or suspended? _____**Yes** ____ **No**. If Yes, please provide specifics:

_____

_____

By signing below, I affirm that the statements contained herein and all information on this application are true and accurate to the best of my knowledge. I understand the submission of my application does not license me and/or my business, that I am required to complete the PACFA Qualified Education course, and that a pre-license inspection is required. I understand that this application is a legal document and that making a material misstatement in this application is grounds for disciplinary action against my license, which may include denial of this application for licensure/renewal.

_____ _____

Signature of Primary Business Contact **Date of Application**

COLORADO
Department of Agriculture
Inspection & Consumer Services Division

STATE OF COLORADO
APPLICATION FOR PACFA LICENSE

PACFA
Safeguarding Colorado's Pets
Pet Animal Care Facilities Act Program

Credit Card Payment Form

If you wish to pay by credit card, please fill out this form and submit with your completed application.

ALL FIELDS MUST BE FILLED OUT.

Type of Credit Card:

- ☐ Visa
- ☐ MasterCard
- ☐ American Express
- ☐ Discover

Credit Card Number: _____ **Expiration Date:** _____

Name (as it appears on the card): _____

Email address (where payment summary will be sent to): _____

Billing Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____ **Billing Phone Number:** _____

By signing below, I agree that the credit card above will be charged the full application amount. In addition, I agree to pay an additional non-refundable 2.25% of the total amount due to cover the cost of the credit card transaction and a one-time non-refundable processing fee of $0.75.

Signature: _____ **Date:** _____

COLORADO
Department of Agriculture
Inspection & Consumer Services Division

STATE OF COLORADO
APPLICATION FOR PACFA LICENSE

PACFA
Safeguarding Colorado's Pets
Pet Animal Care Facilities Act Program

CDA OFFICE ONLY
Date Received: _____ Date Processed: _____ Processed by: _____ Check/CC Auth #: _____ Amount: _____ ☐ Courts ☐ SOS ☐ Stats
AgLicense ID: _____ Notes: _____

Please select all that apply to this application:

☐ **New Application** ☐ **Renewal** Provide your AgLicenseID_____ ☐ **Add Category to Existing License** Provide your AgLicenseID_____

☐ New Business/Facility ☐ Business moved locations ☐ Change of Ownership ☐ Change of Primary Business Contact

Business Facility Information:

All Business Facility Information below is required. Do NOT leave anything blank.

- **Business Type:** Please select one ☐ Sole Proprietor
  ☐ Registered Business: Corporation, LLC, Non-Profit
  ☐ Government or Local Municipality
- **Business Name:** All applicants must provide a Business Name in the space below.
  -If you are a Sole Proprietor: Your legal name must be in this field.
  _____
- **DBA (Doing Business As) Name:** Please provide your business trade name, the name on exterior of building/signage, or business name as advertised if different than the business name listed above. If none write "N/A".
  _____
- **Business Physical Address:** All applicants must provide a Business Physical Address in the spaces below.
  -If you are an *IC Groomer:* Enter the physical address of your home. Do NOT list the address of the facility you work at.

Street Address _____ **City** _____ **State** _____ **Zip Code** _____ **State County** _____

License Category and Application Fees: *From the options below, select all categories that apply to your business.*

- For two or more categories, the fee will be the cost of the highest priced category plus $50 for each additional category.

☐ **Aquarium Only** $450 *(Aquarium retail/wholesale only)*
☐ **Commercial Pet Animal Facility** $450
☐ **Pet Boarding and/or Training** $500
☐ **Pet Handler** $225 *(Transport pet animals for walks, appointments, and/or to their boarding facility)*
☐ **Retail / Wholesale of Pet Animals** $600

☐ **Bird Breeder** $275
☐ **Cat Breeder** $400
☐ **Small Scale Dog Breeder** *(<99 transfers)* $450
☐ **Large Scale Dog Breeder** *(>100 transfers)* $550
☐ **Reptile / Amphibian Breeder** $275
☐ **Small Animal Breeder** $425

☐ **Pet Animal Small Rescue** *(<100 transfers)* $325
☐ **Pet Animal Large Rescue** *(>100 transfers)* $425
☐ **Pet Animal Sanctuary** $450
☐ **Pet Animal Small Shelter** *(<3000 transfers)* $450
☐ **Pet Animal Large Shelter** *(>3000 transfers)* $600
☐ **Pet Transporter** $350 *(Transports pet animals to retail, wholesale, rescues and/or shelters. Out of state transporters must provide a Colorado location of your first transport with this application.)*

☐ **Pet Grooming Facility** $400
Only select the category that applies to your grooming business below.

☐ **Primary Facility Owner:** Owns/Leases/Maintains a physical facility.
- Customers compensate Primary Facility Owner for all work done by the owner, employees, and by contract with IC groomers.
- May rent space to Secondary Facility Owners and IC groomers.

☐ **Secondary Facility Owner:** Rents space from Primary Facility Owner.
- Customers compensate Secondary Facility Owner directly.
- Does not perform grooming services for Primary Facility Owner.

☐ **Mobile Groomer:** Performs mobile grooming services by means of a vehicle, trailer, or performs grooming at customer's homes.

☐ **Self Wash Facility:** Owns/Leases/Maintains a physical facility where customers wash their own pets.

☐ ***Independent Contractor (IC) Pet Groomer** $350
- Note: Before applying to be an IC Pet Groomer, please review the IRS and Colorado Dept. of Labor laws and rules to ensure you meet all legal requirements of an independent contractor.
- IRS website: https://www.irs.gov/businesses/small-businesses-self-employed/independent-contractor-self-employed-or-employee
- IC Pet Groomers may work at up to 3 locations.
- ***REQUIRED: List the business name and address of your locations below***

Business Name: _____ Address: _____

Business Name: _____ Address: _____

Business Name: _____ Address: _____

PACFA Rule 2.7.1 - IC Groomers are required to notify PACFA in writing if they drop or add locations. Location changes must be submitted within 15 days on the online form *on the PACFA webpage.

COLORADO
Department of Agriculture
Inspection & Consumer Services Division

STATE OF COLORADO
APPLICATION FOR PACFA LICENSE

PACFA
Safeguarding Colorado's Pets
Pet Animal Care Facilities Act Program

Application Instructions and Required Documents Checklist:

- ***Please read and use this instructions page to ensure you understand and include all requirements for this application. ALL information on the application is required.***
- Applications will not be processed if incomplete and/or required documents are not included.
- Please allow at least two business days to process your application.

☐ **For New Applications:** A confirmation email will be sent to you from our office once your application is successfully processed.
- For NEW applications submitted on or after November 1, 2021, the Primary Business Contact/Licensee named on the application will be REQUIRED to complete the PACFA Qualifying Education (QE) course prior to a pre-license inspection being scheduled. You will have 7 days to complete the PACFA QE online course.
- Applicants will receive a confirmation email that will provide information regarding login credentials for the PACFA Learning Management System (LMS) portal and (QE) course enrollment.
- If this application is being submitted for Primary Business contact that already holds an existing license, please provide your AgLicense ID on page 2 of the application. Current licensees will be required to take a Continuing Education course at a later time and are NOT required to take the QE course for this new application.

☐ **For Renewal Applications:** Pursuant to 35-80-106(2), C.R.S., Renewal applications must be postmarked or received by March 1st. A 10% penalty will be assessed for renewal applications received after that date.

☐ **Application Fee/Payment:** Application Fees are listed in the license categories section and is due with the application.
- Acceptable Forms of Payment - Credit Card, Check or Money Order.
- Please make Checks/Money Orders payable to: *Colorado Department of Agriculture.*

☐ **For Registered Entities, such as LLC's, Corporations and Non-profits, only:** Your business must be registered with the *Colorado Secretary of State if you are not a Sole Proprietor.*
- Include a printed *Business Summary Sheet from your business listing found on the Colorado SOS website.*

☐ **For Out of State Businesses/Facilities, only:** You are required to register as a *Foreign Entity using a Colorado Registered Agent with the Colorado Secretary of State (www.sos.state.co.us/biz).*
- Include a printed Business Summary Sheet from your business listing found on the Colorado SOS website.
- For Out Of State Pet Transporters: Please include a note or in an email with this application indicating which area/county of Colorado you plan on doing your first transport into. Informing us of your first transport will allow us to schedule your pre-license inspection as soon as possible.

☐ **For Town, City, or County Government facilities, only:** Include a signed letter from an appointing authority, such as the city, town or county manager, authorizing the person on this application to be the Primary Business Contact for the license.

☐ **Hours of Operation:** All applicants are REQUIRED to provide at least **two timeslots / hours on two different days** that you are available.
- If you do not maintain regular business hours for the public, you must identify the hours when your business is open for inspection.
- If you are an IC Pet Groomer: Please provide the hours **you work**, not the hours of the facility you contract from.

☐ **For Change of Primary Business Contact, only:** Include a signed letter from the business' legal authority.
- Find more information on the PACFA webpage under the Facility Reporting Forms box.
- The new Primary Business Contact is REQUIRED to complete the QE Course prior to the license being updated as new licensee.

☐ **For Shelter/Rescue/Breeder/Pet Transporter License Renewals, only:** Your annual statistics report is required to be submitted with your renewal application.
- Stats must be submitted via the PACFA Reporting Statistics portal. You may find the Report Statistics portal on the PACFA webpage.
- If this is your first year submitting stats, you will need to Register as a New User to get started.

☐ **Submit your application by Email (Preferred), Fax, or Mail:**

- **Email:** cda_pacfa@state.co.us
- **Fax:** 720-634-0934
- **Mail:** 305 Interlocken Pkwy, Broomfield, CO, 80021
- **Office:** 303-869-9146 **PACFA**
- **Webpage:** https://ag.colorado.gov/ics/pacfa

Please contact our office with any questions (email preferred).

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: November 9, 2022

Date Submitted: 10/28/22 **Department:** Utilities

Item/Topic: Publication of Ordinance No. 22-15 for water project DW-5355 financing costs of a supervisory control and data acquisition (SCADA) system that will monitor and control the water treatment plant facility locally and remotely.

Fiscal Impact: None

Attachments: Financing schedule, Ordinance No. 22-.15, Notice of publication

Committee Recommendation: This item will be discussed at the November 8, 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 CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

19	20	21	22	23	24	25
26	27	28	29	30	31	

OCTOBER 2022						
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NOVEMBER 2022						
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JANUARY 2023						
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NEW MEXICO FINANCE AUTHORITY

FINANCING SCHEDULE & DISTRIBUTION LIST

$2,000,000
AMENDED AND RESTATED
DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

Project No. DW-5355

Prepared: October 20, 2022

DATE	ACTION	PARTIES
Thursday, September 22, 2022	Finance Authority Board meeting to approve amended and restated loan requests	Finance Authority
Thursday, October 27, 2022	Distribute draft Ordinance and Notice of Public Hearing for review and comment to all	VN
[TBD]	Comments due on draft Notice of Public Hearing and draft Ordinance	Finance Authority, Borrower, Borrower's counsel
[TBD]	If needed, distribution of revised draft of Notice of Public Hearing and Ordinance to City for first readings	VN
Wednesday, November 9, 2022	**First reading of Ordinance; Governing Body Schedules Ordinance for Public Hearing and has first reading of Ordinance**	**Borrower**

Wednesday, November 16, 2022	Distribute revised Ordinance, Amended and Restated Agreement and draft closing documents for review and comment to all	**VN**
Wednesday, November 23, 2022	Submit Notice of Public Hearing and Intent to Adopt Ordinance to newspaper for publication before 11:00 a.m.	VN
Friday, November 25, 2022	Publication of Notice of Public Hearing and Intent to Adopt Ordinance published in *Las Vegas Optic*	Newspaper
Wednesday, November 30, 2022	Final comments due on drafts of the Ordinance, Agreement and Closing Documents	Finance Authority, Borrower, Borrower's Counsel
Wednesday, November 30, 2022	Final Interim Debt Service Schedule Due to VN	Finance Authority
Wednesday, December 7, 2022	Closing documents in final form distributed to Borrower for signature with a copy to the Finance Authority	VN
Wednesday, December 14, 2022	Submit notice of adoption of Ordinance to the *Las Vegas Optic*	VN
Wednesday, December 14, 2022	**Governing Body adopts Ordinance**	**Borrower**
Friday, December 16, 2022	Publication of notice of adoption of Ordinance in the *Las Vegas Optic*	Legal newspaper for Borrower
Wednesday, December 21, 2022	Delivery of fully executed documents to Loan Counsel	Borrower
Thursday, January 12, 2023	Delivery of closing documents forwarded to Finance Authority in electronic form for signature before 5:00 p.m.	VN
Monday, January 16, 2023	Expiration of 30-day limitation of action period	
Wednesday, January 18, 2023	Finance Authority signatures due	Finance Authority
Friday, January 20, 2023	Send closing emails to working group	VN
Friday, January 20, 2023	**Closing by email**	**All**
Two weeks after receipt of all transcript documents	Transcripts distributed	VN

BORROWER
City of Las Vegas
1700 North Grand Ave
Las Vegas, NM 87701
Phone: (505) 454-1401

Contact(s): Maria Gilvarry, Utilities Director
Phone: (505) 454-3832 ext. 2000
Email: gilvarrym@lasvegasnm.gov
Casandra Fresquez, City Clerk

NEW MEXICO FINANCE AUTHORITY
New Mexico Finance Authority
(Finance Authority)
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Santa Fe, New Mexico 87501
Phone: (505) 984-1454

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Managing Director, Program Administration
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Email: cfresquez@lasvegasnm.gov
Phone: (505) 454-1401 ext.1402

Shawni Muniz, Administrative Assistant II
Phone: (505) 454-3832 ext. 2006
Email: shawnim@lasvegasnm.gov

Valerie Urioste, Utilities Admin
Email: valurioste@lasvegasnm.gov

BORROWER'S COUNSEL
[Please Provide]

BORROWER'S ENGINEERS
Donzil Q. Worthington, Project Engineer
Bohannan Huston, Inc.
Phone: (505) 823-1000
Email: dworthington@bhinc.com

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Fax: (505) 983-8304

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Drinking Water Administrator
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Mary L. Finney
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Charlotte Larragoite, Paralegal
and Compliance Assistant
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Rio Trujillo, Funding Coordinator
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Jolin Anaya, Funding Coordinator
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Delanne Reichard, Funding Coordinator
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NEWSPAPER
Las Vegas Optic
614 Lincoln Street
Las Vegas, NM 87701
Phone: (505) 425-6796
Email: legals@lasvegasoptic.com

Publication Deadline: Published on Friday's.
Deadline: Wednesday prior before 11:00 a.m.

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF ORDINANCE NO. 22-15 OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
DECEMBER 14, 2022

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN MIGUEL)

The City Council (the "Governing Body") of the City of Las Vegas, New Mexico (the "Governmental Unit"), met in a regular session in full conformity with the law and the rules and regulations of the Governing Body in the City Council Chambers located at 1700 N. Grande Avenue, Las Vegas, New Mexico 87701, being the meeting place of the Governing Body for the meeting held on the 14th day of December, 2022, at the hour of 5:30 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor: _____

Councilors: _____

_____

_____

_____

_____

Absent:

_____

_____

Also Present:

_____

_____

_____

_____

Thereupon, there were officially filed with the City Clerk copies of a proposed Ordinance and Amended and Restated Drinking Water State Revolving Loan Fund Loan and Subsidy Agreement in final form, the proposed Ordinance being as hereinafter set forth:

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
ORDINANCE NO. 22-15

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT" OR "AMENDED AND RESTATED LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY"); INCREASING THE LOAN AMOUNT TO THE TOTAL AMOUNT OF TWO MILLION DOLLARS ($2,000,000); EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF NO MORE THAN FIVE HUNDRED THOUSAND DOLLARS ($500,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES FOR THE PURPOSE OF FINANCING THE COSTS OF A SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM THAT WILL MONITOR AND CONTROL THE PROCESS BOTH LOCALLY AND REMOTELY WITH VARIOUS PROCESS ELEMENTS FOR THE EXISTING WATER TREATMENT FACILITY WHICH PROVIDES THE PRIMARY SOURCE OF DRINKING WATER FOR THE GOVERNMENTAL UNIT ("PROJECT"); PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE AMENDED AND RESTATED LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE AMENDED AND RESTATED LOAN AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance, unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing incorporated home rule municipality under and pursuant to the laws of the State and more specifically, its Home Rule Charter and the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Finance Authority and the Governmental Unit entered into a Drinking Water State Revolving Loan Fund loan agreement on June 18, 2021 (the "Original Loan Agreement") for the purpose of financing the Project; and

WHEREAS, the Finance Authority and the Governmental Unit desire to amend the Original Loan Agreement to increase the Maximum Principal Amount from five hundred

thousand dollars ($500,000) to two million dollars ($2,000,000), an increase of one million five hundred thousand dollars ($1,500,000); and

WHEREAS, the Finance Authority Board approved the increase to the Loan of the Original Loan Agreement at its regularly scheduled September 22, 2022 meeting; and

WHEREAS, this Amended and Restated Loan Agreement ("Loan Agreement" or Amended and Restated Loan Agreement") amends and restates the Original Loan Agreement to increase the original loan Maximum Principal Amount; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and the public it serves that the Loan Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due and enter into the Loan Agreement; and

WHEREAS, other than as described on the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the City Clerk, this Ordinance and the form of the Loan Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Ordinance have been obtained or are reasonably expected to be obtained prior to the Closing Date.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in this Section 1 shall, for all purposes, have the meaning herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined and any term not defined herein shall have the definition given it by the Loan Agreement):

"Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then

outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

"Aggregate Disbursements" means, at any time after the Closing Date, the sum of all Disbursements.

"Aggregate Forgiven Disbursements" means the amount of subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

"Aggregate Repayable Disbursements" means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

"Approved Requisition" means a requisition in the form of Exhibit "C" to the Loan Agreement, together with supporting documentation submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

"Authorized Officers" means the Mayor, Finance Director, City Manager and City Clerk of the Governmental Unit.

"Bonds" means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments.

"Closing Date" means the date of execution, delivery and funding of the Loan Agreement authorized by this Ordinance.

"Debt Service Account" means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under the Loan Agreement as the same become due.

"Disbursement" means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project.

"DWSRLF Act" means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9; NMSA 1978, §§ 3-31-1 through 3-31-12; the Municipal Charter of the Governmental Unit, all as amended; and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance.

"Drinking Water State Revolving Loan Fund" means the drinking water state revolving loan fund established by the DWSRLF Act.

"Environmental Protection Agency" means the Environmental Protection Agency of the United States.

"Final Loan Agreement Payment Schedule" means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

"Final Requisition" means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

"Finance Authority" means the New Mexico Finance Authority, created by the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the duly organized City Council of the Governmental Unit or any successor governing body of the Governmental Unit.

"Governmental Unit" means the City of Las Vegas, San Miguel County, New Mexico.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System. In the event there is a conflicting description of Gross Revenues in any ordinance or resolution of the Governmental Unit, authorizing the issuance of bonds or obligations payable from the Pledged Revenues, the language of such ordinance or resolution shall control.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

"Interest Rate" means the rate of interest on the Loan Agreement, which includes the Administrative Fee, as shown on the Term Sheet.

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" or "Amended and Restated Loan Agreement" means the amended and restated loan and subsidy agreement and any amendments or supplements thereto, including the exhibits attached to the loan agreement.

"Loan Agreement Payment" means, collectively, the Principal Component, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit "B" thereto.

"Loan Agreement Principal Amount" means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

"Maximum Forgiven Principal Amount" means the maximum amount of Aggregate Disbursements that are not repayable by the Governmental Unit pursuant to the Amended and Restated Loan Agreement. The Maximum Forgiven Principal Amount is one million five hundred thousand dollars ($1,500,000).

"Maximum Repayable Principal Amount" means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Amended and Restated Loan Agreement. The Maximum Repayable Principal Amount is five hundred thousand dollars ($500,000).

"Net Revenues" means the Gross Revenues of the System owned minus Operation and Maintenance Expenses indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements and any other payments from the Gross Revenues reasonably required for operation of the System.

"NMSA" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable,

paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance No. 22-15 adopted by the Governing Body of the Governmental Unit on December 14, 2022 approving the Amended and Restated Loan Agreement and Ordinance No. 21-06 adopted by the Governing Body of the Governmental Unit on May 12, 2021, authorizing the acceptance and execution of the Original Loan Agreement (the "Original Ordinance") and as shown on the Term Sheet to the Amended and Restated Loan Agreement, as supplemented from time to time in accordance with the provisions hereof.

"Parity Obligations" means any obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Ordinance and described on the Term Sheet.

"Project" means the project described in the Term Sheet.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

"State" means the State of New Mexico.

"Subordinate Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"System" means the public utility designated as the Governmental Unit's water system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of the Loan Agreement.

"Term Sheet" means Exhibit "A" to the Loan Agreement.

"Unrequisitioned Principal Amount" means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan Agreement, and the execution and delivery of the Loan Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan Agreement. The acquisition and completion of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit and the public whom it serves.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A The Project is needed to meet the needs of the Governmental Unit and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan Agreement are not sufficient to defray the cost of acquiring and constructing the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible and prudent to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

F. The Governmental Unit will acquire and construct the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described on the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

H. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of five hundred thousand dollars ($500,000) and interest thereon, and to accept a loan subsidy in the amount of one million five hundred thousand dollars ($1,500,000) and the execution and delivery of the Amended and Restated Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan Agreement (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of two million dollars ($2,000,000). The Aggregate Repayable Disbursements shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement

Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the Interest Rate designated in the Loan Agreement, including Exhibit "A" thereto.

Section 6. Approval of Loan Agreement. The form of the Loan Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and attest the same. The execution of the Loan Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance, and the Loan Agreement shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of Acquisition and Completion of the Project.

A. Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement).

Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the

purpose of acquiring and constructing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Completion of the Project. The Governmental Unit will complete the Project with all due diligence.

C. Certification of Completion of the Project. Upon the acquisition and completion of the Project, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that the completion of and payment for the Project has been completed.

D. Finance Authority Not Responsible for Application of Loan Proceeds. The Finance Authority shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority in an amount sufficient to pay principal, Interest Rate, and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the Aggregate Program Amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, and Interest Rate requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9.C of this Ordinance.

C. Use of Surplus Revenues. After making all the payments required to be made by this section and any payments required by outstanding Senior and Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Senior and Parity Obligations or bonds or Subordinate Obligations to the Loan Agreement, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to this Ordinance and the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, Interest Rate, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance.

The Loan Agreement constitutes an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the express prior written approval of the Finance Authority.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement.

Section 12. Amendment of Ordinance. Prior to the Closing Date, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. After the Closing Date, this Ordinance may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Closing Date, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which is of general circulation in the Governmental Unit, and the Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[*Remainder of page intentionally left blank.*]

[*Form of Notice of Adoption of Resolution for Publication.*]

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 22-15, duly adopted and approved by the City Council of City of Las Vegas Governing Body of the City of Las Vegas, San Miguel County, New Mexico, on December 14, 2022. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk at, 1700 North Grand Ave., Las Vegas, New Mexico 87701.

The title of the Ordinance is:

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
ORDINANCE NO. 22-15

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT" OR "AMENDED AND RESTATED LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY"); INCREASING THE LOAN AMOUNT TO THE TOTAL AMOUNT OF TWO MILLION DOLLARS ($2,000,000); EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF NO MORE THAN FIVE HUNDRED THOUSAND DOLLARS ($500,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES FOR THE PURPOSE OF FINANCING THE COSTS OF A SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM THAT WILL MONITOR AND CONTROL THE PROCESS BOTH LOCALLY AND REMOTELY WITH VARIOUS PROCESS ELEMENTS FOR THE EXISTING WATER TREATMENT FACILITY WHICH PROVIDES THE PRIMARY SOURCE OF DRINKING WATER FOR THE GOVERNMENTAL UNIT ("PROJECT"); PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE AMENDED AND RESTATED LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE AMENDED AND RESTATED LOAN AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[*End of Form of Notice of Adoption for Publication.*]

Section 18. Execution of Agreements. The City of Las Vegas through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Ordinance.

PASSED, APPROVED AND ADOPTED THIS 14TH DAY OF DECEMBER, 2022.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

By_____
Louie Trujillo, Mayor

[SEAL]

ATTEST:

By_____
Casandra Fresquez, City Clerk

Governing Body Member _____ then moved adoption of the foregoing Ordinance duly seconded by Governing Body Member _____.

The motion to adopt the Ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

_____

_____

_____

_____

_____

Those Voting Nay: _____

_____

Those Absent: _____

_____

_____

_____ (____) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Ordinance adopted, whereupon the Mayor and the City Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Ordinance, the meeting upon motion duly made, seconded and carried, was adjourned.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

By_____
Louie Trujillo, Mayor

[SEAL]

ATTEST:

By_____
Casandra Fresquez, City Clerk

[*Remainder of page intentionally left blank.*]

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN MIGUEL)

I, Casandra Fresquez, the duly appointed, qualified, and acting City Clerk of the City of Las Vegas, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council (the "Governing Body"), constituting the governing body of the Governmental Unit, had and taken at a duly called regular meeting held in the City Council Chambers located at 1700 N. Grande Avenue, Las Vegas, New Mexico 87701, on December 14, 2022, at the hour of 5:30 p.m., insofar as the same relate to the adoption of Ordinance No. 22-15 and the execution and delivery of the proposed Amended and Restated Loan Agreement, copies of which are set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §§ 10-15-1 through 10-15-4, as amended, including, the Governing Body's Open Meetings Resolution No. 22-29 presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of January, 2023.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

[SEAL]

By_____
Casandra Fresquez, City Clerk

EXHIBIT "A"

Affidavit of Publication of Notice of Public Hearing and Intent to Adopt Ordinance,
Notice and Agenda of Meeting and
Affidavit of Publication of Notice of Adoption of Ordinance

CITY OF LAS VEGAS, NEW MEXICO
Notice of Public Hearing

Notice is hereby given that at its regular meeting on December 14, 2022, commencing at the hour of 5:30 p.m., in the City Council Chambers located at 1700 N. Grande Avenue, Las Vegas, New Mexico 87701, the City of Las Vegas, New Mexico ("City") will conduct a public hearing to consider a proposed Ordinance, the title of which appears below. A complete copy of the Ordinance is available for public inspection during normal and regular business hours at the Office of the City Clerk, at 1700 North Grand Ave., Las Vegas, New Mexico, 87701.

The title of the Ordinance is:

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
ORDINANCE NO. 22-15

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT" OR "AMENDED AND RESTATED LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY"); INCREASING THE LOAN AMOUNT TO THE TOTAL AMOUNT OF TWO MILLION DOLLARS ($2,000,000); EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF NO MORE THAN FIVE HUNDRED THOUSAND DOLLARS ($500,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES FOR THE PURPOSE OF FINANCING THE COSTS OF A SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM THAT WILL MONITOR AND CONTROL THE PROCESS BOTH LOCALLY AND REMOTELY WITH VARIOUS PROCESS ELEMENTS FOR THE EXISTING WATER TREATMENT FACILITY WHICH PROVIDES THE PRIMARY SOURCE OF DRINKING WATER FOR THE GOVERNMENTAL UNIT ("PROJECT"); PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE AMENDED AND RESTATED LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE AMENDED AND RESTATED LOAN AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. Publication of this notice constitutes compliance with NMSA 1978, § 3-17-3.

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: November 9, 2022

Date Submitted: 10/28/22 **Department:** Utilities

Item/Topic: Request to purchase a camel truck for the waste water division. This is a replacement truck that will assist in clearing out sewer mains.

Fiscal Impact: The cost of the truck will be $613,166.00 and is a budgeted expense paid out of line item number 610-0000-650-8004.

Attachments: Vehicle quote, contract and vehicle specifications.

Committee Recommendation: This item will be discussed at the November 8, 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:

DChavez 11/2/22

Finance Director – Deputy

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

Utility Equipment & Supply, Inc.
dba Utility Crane & Equipment
8800 West Buckeye Road
Tolleson, AZ 85353
(602) 288-3830

QUOTATION

AERIAL BASKETS - DIGGER DERRICKS - UNDERGROUND LINE & WATER LEAK LOCATORS

Date: 10/11/2022

Quote Number
220818B

To: City of Las Vegas Nm.

Submitted by: Jerry Walker

We submit for your consideration and acceptance the following equipment and prices:

Quantity	Model	Description	Price	Total
1		Super Products Camel 1200 with waste water recycling mounted on 2023 Freightliner FL114SD Per Sourcewell Quote# 220818A	$643,093.00	$ 643,093.00
1		Trade in	($10,000.00)	$ (10,000.00)
1		Dealer Discount	($19,927.00)	$ (19,927.00)
		Leadtime 225 Days ARO		

Extended Total: $ 613,166.00

Delivery: Included
Taxes: Exempt
Terms: Net 15 Days
Remit to: 8800 West Buckeye Road
Tolleson, AZ 85353

REV A Dan D 10/11/22
Verified Price & date
REV B Dan D 10/11/22
Deleted Tax - Exempt

Due to significant increases from our suppliers over the past 12 months, Utility Crane & Equipment's (UCE) quote contained herein is based upon current price quotations from our vendors, which often notify UCE of price increases due to their increases in labor and material costs and supply chain shortages. UCE has no control over these increases. Accordingly, in the event that any individual part or component of a vehicle's equipment, or if applicable freight charges increase by more than 1½%, irrespective of the above quotation, by accepting the above Quotation, customer agrees that UCE may increase its cost of the above vehicle to cover its increased costs. UCE agrees to provide supporting documentation to support any such price increase. Furthermore, as a result of supply chain shortages and delays by our suppliers, any promised delivery date of any vehicle ordered may itself be delayed; and UCE disclaims any liability for such delay. Customer's acceptance of this Quote, even though evidenced by a separate Purchase Agreement, serves as Customer's agreement to the above, and this language is hereby incorporated into any such separate Purchase Agreement; and, in the event of any conflict between the language of that Purchase Agreement and the foregoing language, the foregoing language shall control.

Utility Crane & Equipment
8800 West Buckeye Road
Tolleson, AZ 85353
(866) 832-4831

Quote Letter: 220818A

Date: 10/11/2022
To: City of Las Vegas
New Mexico

Attn: Mr. Tim Nix

From: Jerry Walker

We are pleased to quote:
One New 2023 Super Products Camel 1200 Ejector mounted on a new Freightliner chassis.
8" vacuum system, "Roots type PD Model 824, 18" hg. and 4500cfm

1. Recycler
2. Pleated final filter assembly
3. Vacuum pump high temp relief system
4. Vacuum booster valve
5. Front body drain 6" knife valve. 35' x 6" fabric drain hose with cam lock cap
6. Rear splash shield
7. Acculevel debris level indicator
8. 80 GPM @ 2500 PSI
9. Winter recirculation
10. Retractable hose reel with live center with 50' x 1/2" hose
11. Washdown gun
12. General cleaning nozzle
13. Wireless remote boom pendant
14. Low water warning light and alarm with water capacity digital display
15. 800' 1" hose
16. Fully automatic power level wind
17. Hose reel digital counter
18. Hose reel tensioning system
19. LED Boom work lights
20. LED package 2- 2 tailgate and 2 boom beacon omni directional strobes

ACD-31052
Rev. 02-2005

SERIES 1992 - NONTAXABLE TRANSACTION CERTIFICATE - SERIES 1992

SELLER'S/LESSOR'S COPY

New Mexico Taxation and Revenue Department
PO Box 5557, Santa Fe, New Mexico 87502-5557

Certificate Type: TYPE 9 Certificate Number: B-1700067-09-00230 Date Issued: 10/13/2022

EXECUTED BY:

Buyer's NM Business Tax ID #:	01-700067-00-0
Company Name:	LAS VEGAS CITY OF
Address:	1700 N GRAND AVE
City:	LAS VEGAS
State:	NM
Country:	USA
ZIP:	87701-4731
Contract/Account Number:	

EXECUTED TO: *(Enter same information into BUYER's COPY below)*

Seller's NM Business Tax ID #:	03-029705-00-2
Company Name:	UTILITY CRANE & EQUIPMENT OF NEW MEXICO, INC
Address:	PO BOX 950
City:	TOLLESON
State:	AZ
Country:	USA
ZIP:	85353-0950
Date Certificate Executed (Cannot be prior to date issued)	10/13/2022

A seller may not accept this nontaxable transaction certificate to support a deduction from gross receipts unless the seller has a good-faith belief that the buyer will resell, lease or use the property or service sold or leased in the manner represented by the nontaxable transaction certificate.

TYPE 9 CERTIFICATES MAY BE EXECUTED:

"For the purchase of tangible personal property only and may not be used for the purchase of services, for the lease of property or to purchase construction materials for the use in construction projects. The following may execute Type 9 NTTCs:

1. Governmental agencies. (7-9-54);
2. 501(c)(3) organizations. (7-9-60) These organizations register with the Taxation and Revenue Department and submit proof of Internal Revenue Service 501(c) nonprofit determination before they may execute Type 9 NTTCs;
3. Federal or state-chartered credit unions. (7-9-54 and 7-9-61.2), formerly Type 14;
4. Indian tribes, nations or pueblos when purchasing tangible personal property for use on Indian reservations or pueblo grants. (7-9-54)."

'CAUTION: Fraudulent statements made to obtain certificates, or fraudulent use of certificates received pursuant to this application with intent to evade or defeat the tax may subject the person or business to a fine of not more than ten thousand dollars (10,000) or imprisonment for not more than five (5) years or both (Sections 7-1-72 NMSA 1978 and 7-1-73 NMSA 1978).'

SERIES 1992 - NONTAXABLE TRANSACTION CERTIFICATE - SERIES 1992

----------CUT HERE----------CUT HERE----------CUT HERE----------

BUYER'S COPY

The information below MUST be entered into the New Mexico Taxation and Revenue Department's TAP web-site: https://tap.state.nm.us/ or you can send a copy of this form to the Department at the address below.

Certificate Type: TYPE 9 Certificate Number: B-1700067-09-00230 Date Issued: 10/13/2022

EXECUTED BY:

Buyer's NM Business Tax ID #:	01-700067-00-0
Company Name:	LAS VEGAS CITY OF
Address	1700 N GRAND AVE
City:	LAS VEGAS
State:	NM
Country:	USA
ZIP:	87701-4731
Contract/Account Number:	

EXECUTED TO:

Seller's NM Business Tax ID #:	03-029705-00-2
Company Name:	UTILITY CRANE & EQUIPMENT OF NEW MEXICO, INC
Address	PO BOX 950
City:	TOLLESON
State:	AZ
Country:	USA
ZIP:	85353-0950
Date Certificate Executed (Cannot be prior to date issued)	10/13/2022

New Mexico Taxation and Revenue Department
PO Box 5557, Santa Fe, New Mexico 87505-5557

BUYER'S COPY: NONTAXABLE TRANSACTION CERTIFICATE - SERIES 1992

Letter Id: L0873875568

Super Products®

Limited Warranty

Subject to the terms and conditions below, Super Products warrants to its original purchaser ("original purchaser") that new equipment sold after the effective date of this limited warranty is free of defects in material or workmanship at the time it was shipped from Super Products for a period of 12 months from the shipment date, provided the equipment is used in a normal and reasonable manner and in accordance with all operating instructions. Super Products agrees, at its sole election, to either repair or replace (inclusive of labor) any parts and components manufactured by Super Products. Super Products must be notified with thirty (30) days of such defect or failure, at which time Super Products will provide instructions on the warranty procedures to be followed. This limited warranty is subject to those limitations and exclusions as described in such warranty procedures. Super Products will not honor claims for warranty that have not been previously authorized via the warranty procedures (including that labor rates and times must be preapproved in writing).

In addition, Super Products agrees to provide extended warranties for certain components as indicated below: (extended warranty periods begin from the shipment date to the original purchaser).

- 10 Years on the debris body and all poly water tanks (from defects in material or workmanship).
- 3 Years on Super Products' single-piston water pump (from defects in material or workmanship).

Super Products does not provide any express or implied warranty to (and Super Products shall not be responsible for)

- Any major components of the equipment that Super Products used in manufacturing or assembling the equipment but that Super Products did not manufacture (including, but not limited to, truck engines or any component of the chassis, vacuum pump, water pump, and hydraulics, driveline, power takeoff, and transfer case). Super Products assigns to the original purchaser any warranty extended by the manufacturer of such components. Disposition of any warranty claim for such components will be at the sole discretion and remedy of the component supplier. Super Products shall have the right of disposal of parts and components that are replaced.
- Normal wear parts, including but not limited to, valves, gaskets, light bulbs, filters, oils and fluids.
- Consumable items, including but not limited to, vacuum hose, sewer hose, nozzles, and vacuum tubes.
- Normal adjustments and maintenance services.

This limited warranty does not cover any damage to nonfunctioning or malfunctioning of the equipment, or any components or parts comprising the equipment, due to: (a) any alteration, substitution, misuse or abuse by the original purchaser or its agents; (b) their non-compliance with any operator's manual, maintenance manual or warning published by Super Products or the component manufacturer and issued to the original purchaser; or (c) their non-compliance with the general standard of reasonable care.

OTHER THAN AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. MORE SPECIFICALLY, THERE ARE NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. ORIGINAL PURCHASER ACKNOWLEDGES AND AGREES THAT SUPER PRODUCTS MAKES NO REPRESENTATIONS OR PROMISES, AND THAT ORIGINAL PURCHASER IS NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR PROMISES, REGARDING ANY PERFORMANCE CHARACTERISTICS OR CAPABILITIES OF THE EQUIPMENT OR THE COMPONENTS THEREOF (INCLUDING , WITHOUT LIMITATION, THE INTEGRATION OF SUCH COMPONENTS OR THE COMBINATION IN WHICH SUCH COMPONENTS MAY BE USED), EXCEPT AS EXPRESSLY STATED IN THE DESCRIPTION OF THE EQUIPMENT CONTAINED IN THE ACKNOWLEDGMENT OR OTHER WRITTEN DESCRIPTIONS PROVIDED BY SUPER PRODUCTS.

SUPER PRODUCTS' MAXIMUM LIABILITY SHALL NOT EXCEED AND ORIGINAL PURCHASER'S REMEDY IS LIMITED TO EITHER (a) REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT, OR AT SELLER'S OPTION (b) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE. SUCH REMEDY SHALL BE ORIGINAL PURCHASER'S ENTIRE AND EXCLUSIVE REMEDY. ORIGINAL PURCHASER ACKNOWLEDGES THAT UNDER NO CIRCUMSTANCES SHALL SUPER PRODUCTS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING IN CONNECTION WITH OR OUT OF THE EQUIPMENT AND THAT SUPER PRODUCTS' LIABILITY, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER, WHICH AMOUNT MAY BE REDUCED DUE TO DEPRECIATION AND DAMAGE BEYOND NORMAL WEAR AND TEAR. ORIGINAL PURCHASER UNDERSTANDS THAT THE LIMITATION OF SUPER PRODUCTS' LIABILITY RELATING TO THE EQUIPMENT IS A MATERIAL TERM OF THE PARTIES' TRANSACTION.

This limited warranty is not transferable without the prior written approval of Super Products.

NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS LIMITED WARRANTY OR TRANSACTIONS UNDER THIS LIMITED WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

As of 12.20.19

130 W Boxhorn Drive, Mukwonago, WI 53149 • P: 800.837.9711 • www.superproducts.com

Sourcewell

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Super Products LLC, 130 W. Boxhorn Drive, Mukwonago, WI 53149 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 12/6/2021 | 11:01 AM CST

Super Products LLC

DocuSigned by:
Randy Buening
02335F0757E2404...
By: _____
Randy Buening
Title: President

Date: 12/17/2021 | 9:09 AM CST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO

Date: 12/17/2021 | 9:57 AM CST

DocuSign Envelope ID: 3BC022FA-A0E0-400A-9BA2-A0EF07BEBAED

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Super Products LLC
Does your company conduct business under any other name? If yes, please state:	Wisconsin
Address:	130 W Boxhorn Drive MUKWONAGO, Wisconsin 53149
Contact:	Michael Drott
Email:	mdrott@superproducts.com
Phone:	312-961-1158
Fax:	414-784-9561
HST#:	20-2974535

Submission Details

Created On:	Wednesday September 29, 2021 08:31:39
Submitted On:	Tuesday October 12, 2021 14:32:03
Submitted By:	Michael Drott
Email:	mdrott@superproducts.com
Transaction #:	5addf083-8c98-4ae2-914f-1d9a540e0f4e
Submitter's IP Address:	65.30.90.150

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Super Products LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Proposer Physical Address:	130 W Boxhorn Drive Mukwonago, WI 53149
5	Proposer website address (or addresses):	www.superproducts.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Michael Drott, VP of Municipal Sales 130 W. Boxhorn Drive Mukwonago, WI 53149 mdrott@superproducts.com 262-784-7100 ext. 5230
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Drott, VP of Municipal Sales 130 W. Boxhorn Drive Mukwonago, WI 53149 mdrott@superproducts.com 262-784-7100 ext. 5230
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Perkins, Product Support Specialist 130 W. Boxhorn Drive Mukwonago, WI 53149 mperkins@superproducts.com 262-784-7100 ext. 5225

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Super Products was founded in 1972 and has been a stable manufacturer and employer in Southeast WI. We currently are owned by The Alamo Group, a 1.5 billon dollar publicly held company. Super Products is a lean manufacturing company that is committed to continued improvement. Engineering is a core value of the company. We strive to build the most environmentally efficient and operator friendly machines possible. As a member of The Alamo Group, sustainability programs are continually being focused on. We recently completed the addition of a solar power system to our roof that will supply 60% of the power we use from the sun.
10	What are your company's expectations in the event of an award?	Super Products has always been a leader in the private sector of the hydro vacuum and sewer cleaning industries. The Camel Combination Sewer Cleaner was originally standard with wastewater recycling. You could fill it once and work all day. We feel with a partnership with Sourcewell we can bring our industry lead technology and environmental efficient equipment to many new customers in the municipal sector. The municipal sector has a market off 800 Sewer cleaning machines and 300 Hydro Vac machines annually. If this partnership could produce a 10% increase in these markets we are looking at over 100 units a year.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We have uploaded our 2020 annual report. Please see uploaded documents.
12	What is your US market share for the solutions that you are proposing?	Our US market share in these sectors is about 20%.
13	What is your Canadian market share for the solutions that you are proposing?	Our Canadian market share is about 3%.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	We have never petitioned for any kind of bankruptcy.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Super Product falls into both categories. We are mainly a manufacturer with a dealer sales network of 27 independent dealers in North America. We also employ a direct sales force of 12 sales representatives. Both our direct sales force and our dealer network are supported by 8 Super Products rental facilities that offer parts, service, and rentals. With 35 dealer locations that also offer sales, parts, and service, we offer one of the largest customer support networks in the industry.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	AGMA - American Gear Manufacturers Association ANSI - American National Standards Institute ASME - American Society of Mechanical Engineers ASTM - American Society for Testing Materials AWS - American Welding Society DOT - Department of Transportation EPA - Environmental Pollution FHWA - Federal Highway Administration FMVSS - Federal Motor Vehicle Safety Standards ISO - International Standards Organization NFPA - National Fluid Power Association OSHA - Occupational Safety and Health SAE - Society of Automotive Engineers WASTEC - Waste Equipment Technology Association WJTA - Water Jetting Technology Association
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Super Products has been published in a variety of industry publications for our innovation in design and quality of equipment.
19	What percentage of your sales are to the governmental sector in the past three years	25% of our sales has been to government agencies. This is why we believe a partnership with Sourcewell is important for our company's future.
20	What percentage of your sales are to the education sector in the past three years	We do not have products that sell in this market.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We have held a HGAC contract for over the last 3 years with an annual volume of 2.5 million.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have any GSA contracts or SOSA agreements at this time.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Waukesha	John Weinkauf	262-522-6424
City of Baraboo	Wade Peterson	608-355-2740
City of Wichita Falls	Nicki Lowery	940-224-5390
City of KC	Greg Queen	816-564-5827

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Philadelphia	Government	Pennsylvania - PA	Camel Combo Sewer Cleaner Sales	$1,000,000.00	$3,000,000.00
City of Omaha	Government	Nebraska - NE	Camel Combo Sewer Cleaner Sales	1,100,000.00	3,300,000.00
City of KC	Government	Kansas - KS	Camel Combo Sewer Cleaner Sales	$500,000.00	1,500,000.00
City of Lafayette	Government	Louisiana - LA	Camel Combo Sewer Cleaner Sales	$1,600,000.00	$1,600,000.00
City of Laredo	Government	Texas - TX	Camel Combo Sewer Cleaner Sales	$450,000.00	1,800,000.00

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Between Super Products and our dealer network, we have 100 sales representatives and 90 service technicians.	
26	Dealer network or other distribution methods.	We have 27 dealers across North America and 35 locations. These locations have over 80 dealer sales representatives.	
27	Service force.	Our service network is the best in the industry. Because we have a large presence in the private sector, we have Super Products service centers. We operate 8 factory service centers that are manned by Super Products employees. We have 35 dealer locations that have factory trained service technicians as well. We have held annual factory service schools for our dealers and some customers. Additionally, we employee three Super Products trained operators that travel to municipalities and do on-site training along with our dealer personnel.	
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We process parts orders several ways. We can process parts orders from any of our Super Products service centers, our factory, or any of our dealers. We have tested and are ready to release our eCommerce online ordering solution. Starting in November, all customers will be able to go online and see parts breakdowns of their units by S/N to find the parts they need. The eCommerce platform will give the user price and availability of the parts requested. With parts warehoused across the US, we can deliver parts anywhere in a day or possibly an hour.	
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The first call is handled by our dealer network. Their response time is real time when the call comes in. If the dealer is unable to fix the problem, then they call the Super Products call center, which is staffed with service technicians plus engineering support to solve the problem that day. We ship 90% of parts orders the same day. If there is a problem after 5 p.m. Central Time, our dealers and customers can receive support from our West Coast rental facility until 5 p.m. Pacific Time.	
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As stated, we have a first class dealer network and Super Products rental facilities that are willing and able to sell to all Sourcewell participants in the US.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We would love to do more business in Canada. We have not had many opportunities because of the exchange rate over the last three years. We are looking forward to more opportunities with Sourcewell as our partner.	
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We would plan to service all areas of the US and most of Canada. Northwest territories would be the only area we would have limited service.	
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Super Products and our dealers would service all participating entities. I do not see that our products would be utilized much in the non-profit category. We have sold to Stanford University in the past; therefore, educational would be a possibility.	
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Freight cost would be higher in these areas. Alaska has some seasonal restrictions that we would have to work around and have in the past.	

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	There are several ways that we will actively market and promote the Sourcewell contract to local government and non-profit end users. 1) Super Products Website: In the About Us section of our website, we list out the associations we are proud members of. We will include the digital Sourcewell logo with a hyperlink to the Sourcewell website. 2) Dealers Training: We will actively train all of our US dealers how to use and promote Sourcewell Contracts to their municipal customers when looking to purchase a new unit. 3) Brochure Promotion: On appropriate product /dealer collateral, we will include the use of the Sourcewell logo. 4) Displays at Trade Shows: We will display placers that we are a member of Sourcewell within our booths. 5) Social Media: We will take a more active role in promotion of Sourcewell Social Media by liking, commenting on, and sharing posts that are applicable to our business; as well as, promoting that we have a partnership with you. 6) Sourcewell Events: We will work to take a more active participation in any applicable Sourcewell events.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We are very active on social media (LinkedIn, Instagram, Facebook, Twitter, and YouTube) and it has helped grow our reach to prospective customers. We would continue to use this outlet to promote that we participate with Sourcewell for contracts. This will help to grow your reach to prospective customers as well who may not currently work within Sourcewell contracts. We have a tool we use for SEO. We would work to add meta data tags to enhance our product pages with the term Sourcewell to help mutually promote both our product and your contracts.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We will train all sales representatives, internal as well as dealer, on how to use Sourcewell contracts with pricing and overall process. We will also list all contract pricing on our internal dealer portal for easy access to our sales teams to reference for bids. Additionally, we will list the award of the contract on our website and in all of our digital and printed ads.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not applicable at this time.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All Super Products equipment is supplied with factory trained dealer or direct factory training. It is our policy that no unit is delivered without proper operator and maintenance training.
40	Describe any technological advances that your proposed products or services offer.	We offer the only full on board diagnostic system. If there is a failure, the system will alert the operator and walk them through the onboard system to make a repair. The software can be updated as new functions are released. This can be loaded on a flash drive from our Dealer Portal and installed in the field. Just plug in the flash drive and follow the prompts.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We have installed a solar power array on the roof of our factory which is producing 50% of our electricity at this time. The Alamo Group has policies and mandates all of its companies have sustainability projects.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please see the attached 2020 Sustainability Report.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	The Camel Combo Sewer Cleaner is the most fuel efficient unit on the market. With a full pressure and flow compensating water pump drive system, we can save up to 40HP during operation. We also offer a wastewater recycling option. This system takes water out of the sewer filters it onboards and reuses it to jet in order to save 8 to 10 thousand gallons of potable water a day. Safety is also a main focus of Super Products equipment. We have standard grease manifolds that are greased from ground level and audible and visual warnings when the debris tank or rear door is moving. We also offer an eject unloading system, the safest way to unload debris in the industry.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Our warranty covers all parts and labor for our units. We do not warranty the chassis, that is done through the chassis manufacturers and their dealers.	.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty covers all normal use of the unit. Wear items, such as sewer hose, nozzles and vacuum tubes are not covered under our warranty.	.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We cover travel time under warranty if the unit is not drivable because of our system.	.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Super Products will not sell any equipment into an area or country that we cannot support that equipment in. As stated, we would unable at this time to service equipment in the Northwest territories of Canada.	.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Super Products passes on the warranty of the chassis. We warranty everything we assemble. Some warranty determinations or technical help on the failure may be made by our suppliers. All warranty is administered by our dealers and Super Products.	.
50	What are your proposed exchange and return programs and policies?	All requested warranty parts must be returned within 30 days of the failure if requested by Super Products for repair or replacement.	.
51	Describe any service contract options for the items included in your proposal.	Most of our dealers offer service and maintenance contracts. This can be monthly, quarterly, or annually. They are customized by the end user and the dealer.	.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Super Products starts with a checklist that follows a unit down the assemble line. There are over 600 checks and sign offs before the unit enters final inspection. In final inspection we test every unit for 16 hours. We then run each unit at operating pressure and vacuum for an hour to confirm proper operation.	.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We use KPIs to track our manufacturing. At the highest level, we are tracking: - Safety - Quality, number of defects on a line - Warranty, with a planned 24-hour turnaround - Cost, materials and labor	.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Super Products standard terms are XWORKS Factory. We accept wire transfer, check, and ACH for payment. We can offer special terms to your members on request.	.
55	Describe any leasing or financing options available for use by educational or governmental entities.	We use Leasing 2: Municipal Leasing for our customers. They offer a variety of options. We can configure any term of payment plan required.	.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have a standard order confirmation form with a description of equipment ordered including all loose parts. This document is then converted to a manufacturing order for the equipment build. This takes any mistakes out of the proses because we utilize the same document for the customer and manufacturing.	.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not accept P-cards for equipment purchases. We do accept them for parts and service.	.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Super Products is offering a 5% discount for all Sourcewell members. This will apply to all equipment purchased though this contract. We have uploaded a complete pricing document. All prices are quoted in USD.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are offering a 5% discount from MSRP 2022 in USD.
60	Describe any quantity or volume discounts or rebate programs that you offer.	We have priced the volume discount into the Soucewell price list for all members. The discount is 5% from MSRP.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Super Products will supply a customer quote for any options or special requests as required. In the current market with material costs changing almost daily, on demand quoting must be done.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Super Product does not include tax in proposed pricing. All training is included for the first time on delivery. Some of our dealers could have predelivery costs that would be pasted on to your members. In most cases that can be done at the factory, so there is no extra charge.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is calculated from Milwaukee, WI to the destination city, $2.80 per mile.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight is calculated at the time of order for any location. Ocean freight and customs charges would have to be calculated along with any taxes or dotes at the current rate at the time of the order. Canada pricing is in USD.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not offer any unique delivery options for our equipment. It must be driven or loaded on a ship due to size.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are offering an extremely discounted price. We feel that the partnership of Super Products and Soucewell will be valuable to both.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We use Salesforce for tracing all sales. We track them from what lead source they came from and how they where closed. RFP, HGAC, independent bid and sales from the demo fleet. We would use this same CMR program to track Sourcewell opportunities.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We have worked with HGAC for years and use an audit process to make sure their fees are paid and kept up to date. We have a contract administrator that is in charge of these types of contracts.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have included a 1.5% administrative fee for the help we are anticipating from working with Sourcewell. This fee is on all of our supplied equipment except the chassis that are a pas through for us.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering the Camel Max Series Combo Sewer Cleaner 900 Dump, 1200 Dump, 1200 Eject, and 1200 Wastewater Recycler, the SuperJet Truck Mounted Jetter 1000, 1600, 2000, and 2500, and the Mud Dog Vacuum Excavator 700, 1200, and 1600.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Additionally, we are offering sewer nozzles.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	Camel Max Series 900 Dump, 1200 Dump, 1200 Eject, and 1200 Wastewater Recycler Combination Sewer Cleaners.
73	Hydro or air excavation equipment	(•) Yes ( ) No	Mud Dog 700, 1200, and 1600 Vacuum Excavators. All units are available with water, air, or both.
74	Jetters and rodders	(•) Yes ( ) No	SuperJet 1000, 1600, 2000, and 2500 Truck Mounted Jetters.
75	Dewatering, mud, trash, and centrifugal pumps	( ) Yes (•) No	We do not offer this equipment.
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	( ) Yes (•) No	We do not offer this equipment.
77	Accessories, supplies and replacement or wear parts related to the offerings above.	(•) Yes ( ) No	We do offer parts and service for equipment we are bidding.

Table 15: Industry Specific Questions

Line Item	Question	Response *
78	Describe any product or equipment features that improve operator safety.	Eject unloading scrapes stuck on material out of the debris body so the operator does not have to dig it out. This feature is available on our Camel and Mud Dog units. We also have a hose reel that keeps the operator between the light on the front of the unit to protect them from passing traffic. Additionally, units have audible and visual warnings when the tailgate and body are in motion.
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Wastewater recycling uses water vacuumed into the debris body to save potable water and increase production. The eject unloading system can be used to dewater the load before going to the dump site. This helps keep dump sites cleaner and free of water that operators could slip and fall on.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than

one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcemell 2021.xls - Tuesday October 12, 2021 11:29:35
- Financial Strength and Stability - 2020_ALAMOGROUP_AnnualReport.pdf - Friday October 01, 2021 13:36:26
- Marketing Plan/Samples - Marketing Plans_Sourcewell.pdf - Tuesday October 12, 2021 14:18:06
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - SP Warranty.pdf - Friday October 01, 2021 13:01:29
- Standard Transaction Document Samples - Order Acknowledgement Sourcewell.pdf - Friday October 01, 2021 16:46:35
- Upload Additional Document - 2020_Sustainability_Report_Final_03-12-21_Rev2.pdf - Friday October 01, 2021 13:26:03

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Drott, VP Municipal Sales, Super Products LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ Yes ◉ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

CITY OF LAS VEGAS SPECIAL
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: November 9, 2022

Date Submitted: 11/1/22 **Department:** Executive

Item: Request approval for Mayor Trujillo and Councilor Romero to attend the NALEO 14th Biennial National Institute for Newly Elected Officials.

The Institute will be from November 16-18, 2022 and will present on the Fiduciary and Government Oversight Responsibilities. The speakers will discuss grappling with First Amendment freedoms, due process, equal protection, public meeting laws, ethics, rules of engagement and general legal topics. NALEO will cover the cost of travel and lodging through scholarships. The City will pay the registration fee and cost of meals.

Fiscal Impact: Registration fee $200 per person plus meals

Attachments:

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

Approved For Submittal By:
Mayor Louie Trujillo

_____
Councilor David Romero

_____
City Manager

Reviewed By:

_____
Finance Director

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

Revised October 2020

INSTITUTE AGENDA

NALEO 14th Biennial National Institute for Newly Elected Officials

November 16 – 18, 2022 | Capital Hilton | Washington, D.C.

Presenting Sponsor
State Farm®

Title Sponsors
Amazon
Bill & Melinda Gates Foundation
Lumina Foundation

Investor Sponsors
AbbVie
Bank of America
Bristol Meyers Squibb
Kaiser Permanente
Pacific Gas & Electric Company
Toyota
Walmart

Follow Us on Twitter: @NALEO | #NALEOBootcamp

NALEO Educational Fund
14th Biennial National Institute for Newly Elected Officials
November 16 – 18, 2022
Washington, D.C.

Wednesday, November 16

Pre-Institute Optional Communications Training Program
(Registration is limited)

Communications Training Registration
7:30 a.m. – 9:00 a.m.

Networking Breakfast
8:00 a.m. – 9:00 a.m.

Creating and Delivering Your Message
9:00 a.m. – 12:00 p.m.

Networking Lunch
(For Communications Training participants only)
12:00 p.m. – 1:00 p.m.

Digital Media Literacy: How to Spot Misinformation and Disinformation!
1:00 p.m. – 2:00 p.m.

Facebook and Instagram for State and Local Elected Officials
2:00 p.m. – 3:00 p.m.

Institute Registration
(For non-Communications Training participants)
2:00 p.m. – 4:00 p.m.

NALEO Edward R. Roybal Legacy Celebration
Mexican Cultural Institute
2829 16th Street NW
Washington, D.C. 20009
6:00 p.m. – 8:30 p.m.

Thursday, November 17

Institute Registration
7:30 a.m.

Breakfast Plenary: NALEO 101 and Leadership Roundtable
8:00 a.m. – 9:30 a.m.
NALEO and NALEO Educational Fund leadership will provide a history of both organizations and their missions, and speak to the importance of Latinos in public service and the value of #TheNALEONetwork.

Break
9:30 a.m. – 9:45 a.m.

Jurisdictional Breakout Sessions I:
The Buck Stops with You – Budgeting, Finance, and Fiscal Responsibility
9:45 a.m. – 11:45 a.m.
As more Latinos get elected to public office, they must recognize that the most important responsibilities elected officials have are the fiscal oversight of the jurisdiction to which they were elected, and to maintain the trust of the public they serve. During this series of breakout sessions, participants will be provided with an overview of their jurisdiction's budget process and revenue sources and will learn strategies to navigate these issues and make sound fiscal decisions that will benefit their communities beyond their political tenure.

STATE LEGISLATIVE SESSION
This session will provide participants with an overview and understanding of the state budget process, including agency budget development, gubernatorial review, the legislative approval process, and budget execution. Discussion leaders will also share best practices and lessons learned for how to best influence the appropriations process to meet their jurisdiction's budgetary needs.

MUNICIPAL/COUNTY SESSION
This session will provide participants with an overview and better understanding of the major sources of revenue that local governments receive to fund their operations, and it will equip them with the tools to ask the right questions about their budgets and revenue sources. Discussion leaders will also share best practices and lessons learned for how to balance fulfilling this fiduciary responsibility while building and maintaining public trust.

EDUCATION POLICYMAKER SESSION
As financial stewards, school board members and community college trustees can better serve the needs of their students and meet their jurisdiction's goals when they align a budget with their vision of student achievement and educational priorities. This session will provide an overview of state and local funding structures and present education policymakers with strategies to better understand their district budgets. Discussion leaders will share their experiences in the budget process, best practices for how to manage the politics of budgeting, and ways to maximize the budget during this time of change in federal education policy.

Break
11:45 a.m. – 12:00 p.m.

Thursday, November 17 *(continued)*

Luncheon Plenary: Access to the Top — Partnering with The White House and Federal Agencies
12:00 p.m. – 1:00 p.m.
As elected officials, it is important to have relationships with federal agencies and White House staff to meet the needs of your constituents and collaborate on important issues. This fireside discussion will highlight best practices to engage representatives of the Biden Administration — whether in Washington, D.C., or in your local jurisdiction.

Break
1:00 p.m. – 1:15 p.m.

Jurisdictional Breakout Sessions II:
Building Blocks for Success — Relationships and Understanding the Policymaking Process
1:15 p.m. – 2:15 p.m.
As our nation endures ongoing political polarization, policymakers must have the ability to work with the diverse constituencies they represent and with colleagues who may have different views. In these sessions, participants will learn strategies and key principles to build relationships with diverse stakeholders that are vital to successful, effective governance, and sound public policy making.

STATE LEGISLATIVE SESSION
To be effective in governing, legislators need to work within their own caucuses, with the other side of the aisle, across chambers, with diverse stakeholders, and with state leadership. In this session, participants will learn about strategies and tools for successful collaboration with colleagues and individuals who may not share the same perspectives and priorities. Discussion leaders will also share best practices and lessons learned from their own experiences.

MUNICIPAL/COUNTY SESSION
In this session, participants will learn ways to build consensus and advance policymaking decisions by building trust and relationships with county or city administrators and staff, colleagues, and key stakeholders from diverse interests and perspectives. Discussion leaders will also share best practices and lessons learned from their own experiences.

EDUCATION POLICYMAKER SESSION
The ability to create conditions in which collaborative problem solving can take place with administrators, staff, colleagues, and key stakeholders with diverse interests and perspectives is critical in our current age of politicization in education. This session will equip participants with best practices they can utilize to become even more effective leaders for their jurisdictions — and the families and students within them. Discussion leaders will also share best practices and lessons learned from their own experiences.

Break
2:15 p.m. – 2:30 p.m.

Thursday, November 17 *(continued)*

Plenary: Developing Your Brand as a Policymaker and Leader
2:30 p.m. – 3:30 p.m.
Policymakers have an opportunity to be strong advocates for their constituents — and how you come across as a leader will play a role in your success. Determining the type of policymaker you want to be, and building, monitoring, and maintaining a personal brand is a long-term, continuous, strategic process that takes deliberate dedication — but plays an essential role in effective policymaking. During this session, experts will identify strategies to create a strong and positive leadership brand to tell your story, build a reputation, gather allies, and maximize influence and impact.

Break
3:30 p.m. – 3:45 p.m.

Jurisdictional Breakout Sessions III: Off to the Races! Leading for Change
3:45 p.m. – 5:00 p.m.
During these breakout sessions, discussion leaders will lead a conversation to reflect on the content provided during the day's plenary and breakout sessions — and offer their "insider" strategies for success as a public official. Participants will learn more about one another, including what motivated them to run for office, the challenges and opportunities they face in their communities, and how to leverage #TheNALEONetwork for present and future support and success.

STATE LEGISLATIVE SESSION

MUNICIPAL/COUNTY SESSION

EDUCATION POLICYMAKER SESSION

NALEO Celebration of Latino Leadership Reception
(Required for all Institute participants)
5:15 p.m. – 7:30 p.m.

Opening Reception Patrons: American Petroleum Institute, College Board, Constellation Brands, Edison International, and Genentech
Opening Reception Supporters: AARP, Altria, AstraZeneca, CURO Financial Technologies Corp, Gilead Sciences, Meta, PhRMA, Reynolds American Inc., Stride, Vertex, and Wells Fargo
Opening Reception Donors: Abbott, Edison Electric Institute (EEI), National Association of Broadcasters, Oportun, and Waste Management
Opening Reception Friend: American Federation of Teachers

Friday, November 18

Networking Breakfast
8:00 a.m. – 9:00 a.m.

Plenary Program I: Integrity in Public Office
9:00 a.m. – 10:00 a.m.
The number of Latino elected and appointed officials across the country continues to grow, and as result, all eyes are on us as leaders. Policymakers have the difficult job of balancing the needs and interests of diverse constituencies while adhering to their fiduciary and governance oversight responsibilities. It is critical that state and local government officials understand and adhere to the highest ethical standards and practices. This session will highlight best practices for strong ethical decision making and provide participants with an overview of key ethical issues with which elected officials frequently contend.

Break
10:00 a.m. – 10:15 a.m.

Plenary Program II: Ethics and Government – Cross-jurisdictional Jeopardy
10:15 a.m. – 11:15 a.m.
Policymakers have the difficult job of fulfilling the needs of diverse constituencies while adhering to fiduciary and government oversight responsibilities. Therefore, it is critical that elected officials understand and adhere to the highest ethical standards and practices to ensure their work is both compliant and serves the public. This engaging, game-show-formatted plenary in the style of *Jeopardy!* will highlight some of the many issues policymakers face, including grappling with First Amendment freedoms, due process, equal protection, public meeting laws, ethics, rules of engagement, and general legal topics.

Break
11:15 a.m. – 11:30 a.m.

Plenary Program III: Personal Safety for Public Officials — Work Safe. Stay Safe.
11:30 a.m. – 12:30 p.m.
A 2019 study published in *State and Local Government Review* found that U.S. mayors face higher rates of abuse and violence than the general workforce — and that female mayors were more than twice as likely to experience these violent incidents. From online harassment to personal threats and attacks, no political party, gender, or office level is exempt from these risks. Individual preparation is imperative for the safety and well-being of policymakers and their staff — who often become the targets of unhappy constituents. This plenary will provide participants with best practices, strategies, and practical applications of self-defense to stay safe in the office, at home, and at public events.

Networking Luncheon
12:30 p.m. – 1:30 p.m.

Interactive Networking Activity
1:30 p.m. – 2:30 p.m.
During this time, participants will engage in a cross-jurisdictional networking activity that will allow for reflections on content from the previous plenary discussion.

Break
2:30 p.m. – 2:45 p.m.

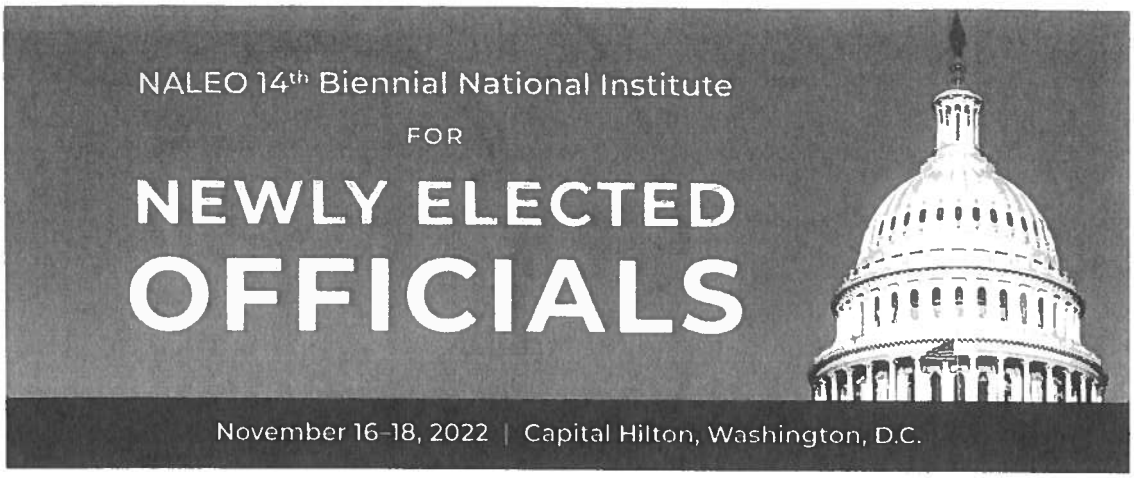
Friday, November 18 *(continued)*

Plenary Program IV: It's a Marathon — Strategies for Self-Care and Work-Life Balance
2:45 p.m. – 3:45 p.m.
The moment policymakers are sworn into office they become the chief advocates for their constituents — the go-to people for critical matters that affect daily quality of life. Further, current public servants are leading amid several crises, which can take an additional personal toll. This plenary will provide participants with strategies that elected officials can adopt to practice self-care and maintain mental wellbeing while fulfilling their leadership responsibilities.

Graduation, Class of 2022 Group Photograph, and Closing Remarks
3:45 p.m. – 4:45 p.m.

National Networking Opportunity and Champagne Toast
4:45 p.m. – 5:30 p.m.

Additional Plática (Optional): Being Inclusive of Latinos as Latinos
5:30 p.m.



Congratulations! You have been accepted to attend the NALEO 14th Biennial National Institute for Newly Elected Officials. Shortly you will be contacted to start securing travel and lodging arrangements. If you have any questions, please email abenitez@naleo.org. We are looking forward to seeing you in Washington, D.C.!

Travel and Lodging Scholarships
Scholarships are available for NALEO Members.

If you are not a paid NALEO Member, please take a moment to update your **NALEO Membership** at naleo.org/join. If you need to verify your NALEO Membership status, please contact Martha Beall at mbeall@naleo.org.

Cancellations

Cancellation requests must be sent in writing via email to Adriana Benitez at **abenitez@naleo.org** by no later than **12:00 p.m. PT on Friday, October 25, 2022**, or before flights and hotel arrangements are booked by NALEO Educational Fund. There will be NO refunds of registration fees for cancellations received after October 25 or after flights and hotel reservations have been approved by you and NALEO Educational Fund. Approved refunds will be processed and issued no sooner than November 28, after the event.

If Paying By Check

Registration will be considered complete when payment is received in full. If you need an **invoice** to be sent to you, please send a request to Adriana Benitez at **abenitez@naleo.org**.

Make check payable to:

NALEO EDUCATIONAL FUND RE: NALEO Institute for Newly Elected Officials/Applicant's Name 1122 W. Washington Blvd., Third Floor Los Angeles, CA 90015

Sincerely,
NALEO Educational Fund

If you no longer want to receive emails from NALEO Educational Fund, please Opt-Out.

CITY OF LAS VEGAS
OUT OF STATE TRAVEL AUTHORIZATION

No._____

1. NAME, HOME ADDRESS & ZIP CODE WORK PHONE NO. Mayor Louie Trujillo	2. DEPARTMENT NAME & NO. Exec	3. ✓ CONFERENCE ____ SCHOOL ____ OTHER_____	4. DESTINATION Washington, DC
5. DEPARTURE DATE & HOUR 11/16/22 @ 4:00 Am	6. RETURN DATE & HOUR 11/19/22 @ 11:00pm	7. TOTAL DAYS/HOURS 3 days 19 hrs	8. WHERE CAN YOU BE REACHED? Via Cell
9. NAME OF SCHOOL CONFERENCE OR OTHER NALEO 14th Biennial National PI	10. MEETING DATES 11/16/22 thru 11/18/22	11. ARE OUTSIDE FUNDS BEING CONTRIBUTED TOWARD THE TRIP? ✓ YES ___ NO PROVIDE DETAILS NALEO Scholarship (Travel & Lodging)	12. TYPE OF REQUEST ✓ ACTUAL ___ PER DIEM

13. ____ CITY VEHICLE NO. _____ ____ PRIVATE VEHICLE ✓ PUBLIC CONVEYANCE Plane (Paid By NALEO) (PLANE, TRAIN, ETC.)

14. PER DIEM ✓ (DAYS/HOURS) X ✓ (RATE/DAY) = ✓ (TOTAL)

15. MILEAGE ✓ (DISTANCE) X ✓ (RATE / MILE) = ✓ (TOTAL)

ESTIMATED COST OF TRIP		LINE ITEM	SPECIAL INSTRUCTIONS
TRAVEL	$		
REGISTRATION	$ 200.00	101-4210-700-7203	
*HOTEL	$		
*PERDIEM	$		
*MEALS	$		
*OTHER	$		
TOTAL	$ 200.00	101-4210-700-7203	

TOTAL AUTHORIZED ADVANCE $ Ø

*ADVANCE SHALL NOT EXCEED 80% OF THESE COSTS

I AUTHORIZE THE CITY OF LAS VEGAS TO DEDUCT FROM MY BI-WEEKLY PAY CHECK THE AMOUNT OF ADVANCE INDICATED ABOVE + $15.00 PENALTY IS ALL TRAVEL DOCUMENTS ARE NOT PROPERLY FILED IN ACCOUNTS PAYABLE 5 WORKING DAYS AFTER THIS TRIP IN CONCLUDED.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Louie Trujillo — EMPLOYEE SIGNATURE — DATE 12/31/22 — SOCIAL SECURITY NUMBER

APPROVED: _____ MAYOR & COUNCIL MEETING DATE

APPROVED: _____ AUTHORIZED SIGNATURE DATE

FOR ACCOUNTING ONLY

REVIEWED FOR COMPLETENESS:

APPROVED: _____ CITY MANAGER DATE _____ FINANCE DIRECTOR DATE

REASON FOR REQUEST OF ACTUAL EXPENSE REIMBURSEMENT:_____

CITY MANAGER APPROVAL REQUIRED FOR ADVANCE ON ACUTAL-----APPROVED ( ) NOT APPROVED ( )_____ CITY MANAGER SIGNATURE

DISTRIBUTION OF COPIES: FINANCE DEPARTMENT-WHITE; CITY MANAGER DEPARTMENT-GREEN: YELLOW VOUCHER SUBMITTED WITH REIMBURSEMENT VOUCHER; TRAVELER-PINK; DEPARTMENT-GOLDENROD.

ATTACH COPIES OF BROCHURES AND ANY OTHER INFORMATION REGARDING REASON FOR TRAVEL.

INVOICE

Hon. Louie Trujillo
Mayor
City of Las Vegas

Mayor.louie.tujillo@lasvegasnm.gov

NALEO Educational Fund
1122 w. Washington Blvd., 3rd Floor
Los Angeles, CA 90015
(213) 765-9443 Jessica Olivares
(213) 765-9431 Karen Nolasco

Invoice Number: N-2022-16
Invoice Date: October 26, 2022,

DESCRIPTION	AMOUNT
1) **NALEO 14th Biennial National PI for Newly Elected Officials Washington, D.C.** November 16 – 18, 2022 Institute Registration Only Ref: B9NFK8G4LK3	$200.00

Invoice Total **$200.00**

PAYMENT DUE UPON RECEIPT
A 3% surcharge will be applied to all payments made by credit card
Please make checks payable to:
NALEO Educational Fund
1122 W. Washington Blvd., 3rd Floor
Los Angeles, CA 90015

NALEO Educational Fund Tax ID #: 52-1212849

Internal Use Only: 06-647

CITY OF LAS VEGAS
OUT OF STATE TRAVEL AUTHORIZATION

No._____

1. NAME, HOME ADDRESS & ZIP CODE WORK PHONE NO.	2. DEPARTMENT NAME & NO.	3. ✓ CONFERENCE ___ SCHOOL ___ OTHER_____	4. DESTINATION
Councilor David Romero	Exec		Washington, DC

5. DEPARTURE DATE & HOUR	6. RETURN DATE & HOUR	7. TOTAL DAYS/HOURS	8. WHERE CAN YOU BE REACHED?
11/16/22 @ 4:00 Am	11/19/22 @ 11:00pm	3 days 19 hrs	Via Cell

9. NAME OF SCHOOL CONFERENCE OF OTHER	10. MEETING DATES	11. ARE OUTSIDE FUNDS BEING CONTRIBUTED TOWARD THE TRIP? ✓ YES ___ NO PROVIDE DETAILS.	12. TYPE OF REQUEST ✓ ACTUAL ___ PER DIEM
NALEO 14th Biennial National PI	11/16/22 thru 11/18/22	NALEO Scholorship (Travel & Lodging)	

13. ___ CITY VEHICLE NO. _____ ___ PRIVATE VEHICLE ___ PUBLIC CONVEYANCE Plane (Pd By NALEO) (PLANE, TRAIN, ETC.)

14. PER DIEM ✓ DAYS/HOURS X ✓ RATE/DAY = ✓ TOTAL

15. MILEAGE ✓ DISTANCE X ✓ RATE / MILE = ✓ TOTAL

ESTIMATED COST OF TRIP		LINE ITEM	SPECIAL INSTRUCTIONS
TRAVEL	$		
REGISTRATION	$ 200.00	101-4210-700-7203	
*HOTEL	$		
*PERDIEM	$		
*MEALS	$		
*OTHER	$		
TOTAL	$ 200.00	101-4210-700-7203	

TOTAL AUTHORIZED ADVANCE $ Ø

*ADVANCE SHALL NOT EXCEED 80% OF THESE COSTS

I AUTHORIZE THE CITY OF LAS VEGAS TO DEDUCT FROM MY BI-WEEKLY PAY CHECK THE AMOUNT OF ADVANCE INDICATED ABOVE + $15.00 PENALTY IS ALL TRAVEL DOCUMENTS ARE NOT PROPERLY FILED IN ACCOUNTS PAYABLE 5 WORKING DAYS AFTER THIS TRIP IN CONCLUDED.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE

[signature] 10-27-22 _____

EMPLOYEE SIGNATURE DATE SOCIAL SECURITY NUMBER

APPROVED:

_____

MAYOR & COUNCIL MEETING DATE

APPROVED:

_____

AUTHORIZED SIGNATURE DATE

FOR ACCOUNTING ONLY

REVIEWED FOR COMPLETENESS:

APPROVED:

CITY MANAGER DATE FINANCE DIRECTOR DATE

REASON FOR REQUEST OF ACTUAL EXPENSE REIMBURSEMENT:_____

CITY MANAGER APPROVAL REQUIRED FOR ADVANCE ON ACUTAL-----APPROVED ( ) NOT APPROVED ( )_____

CITY MANAGER SIGNATURE

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INVOICE

Hon. David Romero
Councilmember
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Invoice Date: October 18, 2022

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