



# City of Las Vegas

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**Mayor Louie A. Trujillo**

**CITY OF LAS VEGAS  
REGULAR CITY COUNCIL MEETING  
June 14, 2023–Wednesday– 5:30 p.m.  
City Chambers  
1700 North Grand Avenue  
Las Vegas, NM 87701**

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**AGENDA**

*City Council Meetings are  
Available via YouTube*

[https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view\\_as=subscriber](https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber)

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. PUBLIC INPUT(comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
  - Appointment to the Library Board – Mr. Joe Sandusky
- VIII. COUNCILORS' REPORTS**
- IX. CITY MANAGER'S REPORT**

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David Ulibarri  
Councilor Ward 1

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

David G. Romero  
Councilor Ward 4

**X. APPROVAL OF MINUTES (May 10<sup>th</sup> , 17<sup>th</sup> , 22<sup>nd</sup> , 2023)**

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

- Presentation by Utilities Director, Maria Gilvarry speaking on an overcharge to New Mexico Behavioral Health Institution.

**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 #2 to Contract #3785-21 with Souder Miller & Associates for professional engineering and operation services for the waste water treatment plant.

*Maria Gilvarry, Utilities Director* RFP 2021-23 was awarded on 8/18/21 and Agreement #3785-21 was signed on 8/31/21. The extended term of this agreement will be for 1 year.

2. Request approval of Addendum #2 to Contract #3786-21 with Souder Miller & Associates for professional engineering services for the solid waste system.

*Maria Gilvarry, Utilities Director* RFP 2021-24 was awarded on 8/18/21 and Agreement #3786-21 was signed on 8/31/21. The extended term of this agreement will be for 1 year.

3. Request approval of Addendum #2 to Contract #3787-21 with Alpha Southwest for repair services on pump, motor and mechanical on an as needed basis.

*Maria Gilvarry, Utilities Director* RFP 2021-25 was awarded on 8/18/21 and Agreement #3787-21 was signed on 8/31/21. The extended term of this agreement will be for 1 year.

**XIII. BUSINESS ITEMS**

1. Discussion regarding Charter amendments relating to the number of elected officials.

*Randy VanVleck, City Counsel with New Mexico Local Government Law, LLC*

2. Request approval of Resolution 23-15 to apply for and accept a grant offer administered by Federal Aviation Administration (FAA) and the New Mexico Department of Transportation (NMDOT) Aviation Division in the amount of \$100,724.00.

**Arnold Lopez, Public Works Director** The FAA's share is \$90,652.00 (90%), NMDOT Aviation Division's share is \$5,036.00 (5%) and City's share is \$5,036.00 (5%). The grant will be for updating the City of Las Vegas Municipal Airport, Airport Layout Plan (ALP) and the Disadvantage Business Enterprise (DBE) Program and Goals.

3. Request approval for paving of the North bound lane of Hot Springs from Bernalillo Street to Mora Street.

**Arnold Lopez, Public Works Director** The area to be paved will be outside of the disturbed asphalt during a contracted Wastewater project. The paving will be additional to the paving portion of the contract at a cost of \$78,093.00.

#### **XIV. EXECUTIVE SESSION**

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1 (H)(8), Purchase, acquisition of water rights, discussion of a water lease agreement for the purchase of bulk water from Michael Quintana.

#### **XV. EXECUTIVE SESSION ACTION ITEM**

1. Discussion/Possible Action regarding water lease agreement between the City of Las Vegas and Michael Quintana.

#### **XVI. ADJOURN**

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

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

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



**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** June 14, 2023

**Date Submitted:** 6/6/23

**Department:** Executive

**Item:** Mayor's Appointment:

**Appointment of one member to Library Board:**

1. Joe Sandusky – 205 Valencia Street, Las Vegas, NM 87701 – Ward representation not required

**Fiscal Impact:**

**Attachments:**

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

Approved For Submittal By:  
Mayor Louie Trujillo

Reviewed By:

\_\_\_\_\_  
Finance Director

  
City Manager

**CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN**

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD  
ON WEDNESDAY, MAY 10, 2023 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.**

**MAYOR:** Louie A. Trujillo *Absent*

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

**ALSO PRESENT:** Leo Maestas, City Manager  
Danielle Sena, Deputy City Clerk  
Devin Adkins, Sergeant at Arms

**CALL TO ORDER**

Mayor Pro Tem Casey called the meeting to order at 5:30 pm.

**ROLL CALL**

Mayor Pro Tem Casey introduced Deputy City Clerk Danielle Sena and mentioned she was a Certified Municipal Clerk and was happy she was there to serve the community and the City in that capacity. Mayor Pro Tem Casey advised City Clerk Casandra Fresquez was absent due to her home being in the line of fire.

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Mayor Pro Tem Casey asked to take a moment of silence for the passing of Tim Nix who worked at the Water Department, he also served as the Cabo Lucero Fire Chief for over 10 years, he served at the WasteWater Plant for 4 years and had recently earned his certifications to hold the Supervisor position, he was a very valuable employee and will be greatly missed. Mayor Pro Tem Casey asked to keep Chris Rodarte in our thoughts, as he recovers from surgery. Mayor Pro Tem Casey also asked to keep those in our community who are ill and those who are in the area of the fire that is burning in our minds.

### **APPROVAL OF AGENDA**

Councilor Montoya requested that Mayor Pro Tem Casey introduce Sergeant Devin Atkins who was filling in as Sergeant of Arms for Police Chief Salazar.

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

Deputy City Clerk Sena advised the motion carried.

### **PUBLIC INPUT**

There was no public input.

### **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**

Mayor Pro Tem Casey recognized Jonathan Korte from Robertson High school for auditioning and earning a spot in the Macy's Great American Marching Band to perform during the Macy's Thanksgiving Day Parade in New York City.

Mayor Pro Tem Casey read a proclamation for Motorcycle Awareness month.

### **COUNCILORS' REPORTS**

Councilor Ulibarri asked about the two little league fields at Rodriguez Park that are in need of water.

City Manager Maestas advised the two effluent water pumps had given out and they are being replaced. City Manager Maestas advised the Parks department is manually watering the fields.

Councilor Montoya thanked the Streets department for doing a fine job of cleaning out the culverts on 8th Street extension and Williams Drive. Councilor Montoya advised he got complaints about watering the Plaza Park and Lincoln Park. Councilor Montoya asked the community to be cautious during the summer months and asked motorists to be careful when parking vehicles on the side of the road so vehicles don't cause brush fires. Councilor Montoya also advised not to throw cigarettes out windows so another fire doesn't start. Councilor Montoya mentioned a fire in Ocate and to be cautious.

### **CITY MANAGER'S REPORT**

City Manager Maestas discussed the following;

- Welcomed new staff to the City of Las Vegas
- Senior Center Grant for ADA compliance for parking lot
- Legion Road project (1st week in June)
- LED City street light conversion
- Sewer line improvements (Keen St., Camp Luna)
- University Avenue (60% design)
- NERPTO-North Eastern Regional Planning Transportation Organization meeting (May)
- 4th of July Fiestas update

Councilor Ulibarri asked about the painting of crosswalks.

City Manager Maestas advised that NMDOT has started painting crosswalks.

Councilor Montoya advised they received Congressional Direct spending from Senator Heinrich for \$2.13 million for sewer projects and a Congressional Direct spending from Senator Lujan for \$1.15 million for sewer projects for FY 2023. Councilor Montoya advised they received Capital Outlay of \$8.8 million for Peterson. Councilor Montoya asked City Manager Maestas to send a thank you letter on behalf of the Mayor and Council. Councilor Montoya advised that the monies are earmarked for Councilor Casey, Councilor Romero and Councilor Ulibarri's wards. Councilor Montoya advised none of that money would be spent in his ward.

Councilor Casey asked if the money was in.

City Manager Maestas advised not yet.

## **APPROVAL OF MINUTES**

Councilor Montoya made a motion to approve the minutes from April 12 and April 19, 2023. Councilor Ulibarri seconded the motion. All were in favor.

Deputy City Clerk Sena advised the motion carried.

## **PRESENTATIONS**

J.P. Romero with Cordova Construction gave an update on the progress at Rodriguez Park. Mr. Romero discussed the existing conditions of the softball and baseball fields and the current progress of construction.

Councilor Montoya asked if there was fencing in between their project area and the other fields.

Mr. Romero advised yes they do have it fenced off with signage but people could still find a way in.

Councilor Montoya advised there was no fencing before and had requested there be fencing. Councilor Montoya asked if they are experiencing any issues.

Mr. Romero advised no and thanked the City for working with them to get effluent water to them to minimize the dust.

Councilor Ulibarri asked about the drainage between the fields.

Mr. Romero advised they are finalizing the interior improvements and will be grading to get water away from the new fields.

Councilor Montoya asked what they are doing for security around the whole complex.



City Manager Maestas advised they were left with \$30,000, which wasn't enough for a large fence on the Valencia side of the property. City Manager Maestas advised they are looking into other methods of securing the property. City Manager Maestas advised they received appropriations this year to address other things in the next phase of the project.

Councilor Montoya recommended asking NMDOT for jersey barriers to be placed around the fields to help keep four wheelers and other vehicles out.

Public Works Director Lopez advised he had gone out on the Valencia side with a motor grader to cut a substantial barrage and fixed the fencing within the area.

Councilor Montoya asked if the project is on time for completion.

City Manager Maestas advised they are projected to finish the smaller field by early June and the larger field by the end of June.

Councilor Montoya asked how the payments were going.

Mr. Romero advised they haven't had any problems, and the City staff has been diligent at processing their invoices.

Fire Chief Spann discussed the International Association of Fire and Chiefs Wildland Urban Interface mentorship program and Wildland Urban Interface Conference. Fire Chief Spann advised they had reached out to him shortly after the Hermit's Peak/Calf Canyon Fire. Fire Chief Spann advised they have been helping and mentoring them and San Miguel County to prepare proactively for any future fires they may have.

Marshall Braun Wildfire Program Coordinator with the International Association of Fire Chiefs introduced Justice Jones, Wildfire Mitigation Officer for Austin Fire Department and Erik Litzenberg, a retired Santa Fe Fire Chief and advised they both sit on the Wildfire Policy Committee at IAFC.

Mr. Litzenberg advised he was the Senior Wildland Fire Advisor for IAFC and discussed how fires are happening all over the United States, what the cohesive strategy was and three categories that fall into the cohesive strategy.

Mr. Jones discussed having a Community Wildfire Protection Plan to help mitigate risks from wildfires spreading into town. Mr. Jones advised the Community Wildfire Protection Plan would be the primary mechanism for future funding and mitigation resources.

Fire Chief Spann advised San Miguel County was awarded a grant, and Wildland Urban Interface had applied on behalf of the City.

Councilor Montoya asked if there was an action plan.

Fire Chief Spann advised there's an older one that they share with San Miguel County and are working with Chief Duran to update new standards with the recommendations that they are receiving from IAFC.

Councilor Montoya discussed the need for a Fire Training Center. Councilor Montoya asked what they are doing to prevent fires locally in abandoned houses.

Fire Chief Spann advised that was part of the plan but the main focus is for Wildland Urban Interface to help them with the Riverwalk area and surrounding Counties to help prevent and create fire breaks by thinning of wildland. Fire Chief Spann advised the abandoned structures are falling more on Code Enforcement and they are working hand in hand to try to get them resolved.

Councilor Montoya discussed the misunderstanding when evacuations were happening during the Hermit's Peak/Calf Canyon Fire. Councilor Montoya advised there needs to be clarification regarding what part of the town is being evacuated. Councilor Montoya advised the biggest thing is communication and that should be part of the plan. Councilor Montoya asked what their jurisdiction was and advised they wouldn't be fighting wildland fires in the City.

Fire Chief Spann advised they protect within the City and also provide mutual aid to San Miguel County. Fire Chief Spann advised in the future they would be taking an MOU for approval for automatic aid to allow them to extend their response to the County three miles outside of city limits. Fire Chief Spann advised they are also looking into joining the resource mobilization plan to escape fire which allows them to provide resources if available anywhere in NM and in return would allow more resources for the City.

Councilor Montoya stated they currently are only authorized to serve inside city limits.

Fire Chief Spann advised they could go out to the County limits, and advised they currently had three apparatus on the fire in Sapello, which was authorized by the Chief of the department at that time.

Jamie Aranda, Local Community Manager with PNM introduced her colleagues Taylor Allen and Susie Sollien from Burns & McDonald. Ms. Aranda advised Burns & McDonald have assisted PNM with several system improvement projects across the state. Mr. Allen gave an overview of the Baca 12 Feeder rebuild system improvement project in the City of Las Vegas. Mr. Allen advised the project would help with reducing outages in the area. Ms. Sollien discussed their customer outreach plan and advised that 1,012 postcard notifications were sent out to residents regarding the upcoming project.

Councilor Montoya asked if the City would be publishing information regarding the project so customers are aware.

City Manager Maestas advised they could work with PNM to broadcast it through social media and public websites.

Councilor Montoya asked where they would be stationed along with all their materials.

Mr. Allen advised their contractors would obtain a laydown yard with fencing and security.

Councilor Montoya asked if construction in different areas of the City would be an issue for them.

Ms. Aranda advised they would coordinate with the City as necessary on all the projects.

Councilor Casey advised she was happy they were doing this because of the numerous power outages.

Ms. Aranda discussed the streetlight conversion of PNM owned assets within the City of Las Vegas. Ms. Aranda advised there would be 900 company owned lights within the City of Las Vegas that would be converted from high pressure sodium or mercury vapor to LEDs. Ms. Aranda discussed the date of completion and the benefits of converting to LEDs. Ms. Aranda advised they would also be working with the City to convert city owned assets.

Councilor Ulibarri asked if they did a survey regarding the darker parts in the city that may need LED lighting.

Ms. Aranda advised they could work with City Manager Maestas and staff to see if they need additional lighting in those darker areas.

Councilor Montoya asked if PNM had redone the City of Albuquerque and City of Santa Fe's lighting.

Ms. Aranda advised they converted PNM owned assets and the City of Albuquerque converted their own lights. Ms. Aranda advised the City of Santa Fe converted their own assets and have yet to convert PNM owned assets.

Discussion took place regarding streets in the City that need lighting, budgeting \$80,000-\$100,000 for new lighting to be split between wards and the process for contacting PNM when a customer calls regarding street lights that are out that may belong to the City.

**CONSENT ITEMS**

Deputy City Clerk Sena read the Consent Agenda (1-2) into the record as follows:

- 1. Request approval of Addendum #2 to Contract #3825-21 with AECOM for engineering services for dams and reservoirs.
- 2. Request approval of Addendum #2 to Contract #3850-22 with HDR Engineering, Inc. for professional engineering services as needed for the water treatment plant facility.

Utilities Director Gilvarry discussed AECOM working with the City for several years on both Bradner and Peterson and HDR has also worked with the Water Treatment Plant facility.

Councilor Montoya advised it was a recommendation by the Utility Advisory Committee.

Councilor Montoya made a motion to approve the Consent Agenda (1-2) as presented. Councilor Ulibarri seconded the motion. Mayor Pro Tem Casey asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David Ulibarri	Yes
Michael L. Montoya	Yes		

Deputy City Clerk Sena advised the motion carried.

**BUSINESS ITEMS**

- 1. Las Vegas/San Miguel Chamber of Commerce 2023 First Quarter Report.

San Miguel Chamber of Commerce President Phillip Martinez gave a lengthy discussion regarding the MOU between the City of Las Vegas/San Miguel Chamber of Commerce, completed deliverables, the Visitor Center, working with the film industry and new businesses that have come to Las Vegas.

Councilor Ulibarri asked if they plan on working on the red caboose at the south end of town.

City Manager Maestas advised they have not discussed anything but would engage in the conversation with the Chamber of Commerce. City Manager Maestas advised they looked at landscaping improvements and repainting the caboose.

Discussion took place regarding the building by the red caboose and the repainting of the caboose.

Councilor Montoya thanked Mr. Martinez for his report and advised it shows what they're doing and what is requested of them. Councilor Montoya stated other organizations should follow that same pattern. Councilor Montoya thanked Angie Lyster for her involvement and asked who did the report.

Mr. Martinez advised Angie Lyster and her staff.

Councilor Montoya advised the report showed some things weren't accomplished but they put it in the report showing they are working on it. Councilor Montoya advised he liked the format. Councilor Montoya requested the visitor forms have questions like, "How did you get here?", "How did you find out about Las Vegas?" or "Did you see a billboard?".

Mr. Martinez advised they could also do a survey because people like to ask questions when they go in.

Discussion took place regarding what types of questions to ask visitors and having transportation services available for anyone on Saturdays.

Mr. Martinez thanked the Council for their help.

Councilor Montoya advised that he likes that Ms. Lyster keeps the community informed of what's going on in the community.

Ms. Lyster discussed various businesses in town that rent vehicles or a limousine service that would help those who need transportation.

Mr. Martinez thanked Ms. Lyster for all her help.

Councilor Casey thanked Mr. Martinez for his leadership for keeping the Chamber of Commerce thriving and Ms. Lyster for her help with the film portion, for the communication and for inviting Council to participate.

2. Request approval of Resolution No. 23-14, Repealing and replacing all previous resolutions and adopting an updated City of Las Vegas Meadow City Express Zero Tolerance FTA Drug & Alcohol Testing policy.

Councilor Ulibarri made a motion to approve Resolution No. 23-14.

Deputy City Clerk Sena advised there was a correction to the resolution.

Transportation Manager Marcelino Roybal advised there were updates to the current Drug and Alcohol policy. Transportation Manager Roybal advised he had the wording wrong in the resolution and HR Director Arguello helped him to correct it.

Councilor Casey asked if the resolution that was handed to them was the revised resolution.

Transportation Manager Roybal advised yes.

HR Director Arguello advised the second paragraph of the resolution stated, that it needed adoption of the FTA template. HR Director Arguello advised it had already been adopted when she was in transportation. HR Director Arguello advised that needed to be changed and all Mr. Roybal needed were updates to the policy.

Mayor Pro Tem Casey advised there was a motion by Councilor Ulibarri and asked if there was a second. Councilor Casey seconded the motion.

Councilor Montoya advised he was concerned that the revised resolution was not publicized. Councilor Montoya advised that the original resolution was publicized but the revised one wasn't and anything in the packet should be publicized. Councilor Montoya advised that is why they publicize it in the optic and in different places.

Deputy City Clerk Sena advised that ordinances are what makes a difference when there are changes to it in regards to publishing and it was a minor change.

Councilor Montoya advised that anything that takes a vote in City Council makes a difference. Councilor Montoya advised the Open Meetings Act states it needs to be publicized.

Deputy City Clerk Sena advised only ordinances need to be published because they are laws.

Councilor Montoya advised resolutions and ordinances needed to be published and anything they vote on.

Councilor Casey advised she didn't think it was such a major change that would violate the Open Meetings Act but was unsure.

HR Director Arguello advised if Mr. Roybal needed to take it back to the next Council meeting they could.

Councilor Montoya advised that would be appropriate because otherwise they would be breaking the Open Meetings Act, and they would set a trend that people can slide things in at the last minute. Councilor Montoya advised that he isn't saying there is nothing wrong with it, but the public was unaware of it and it wasn't advertised and it would be breaking the Open Meetings Act.

Councilor Ulibarri and Councilor Casey rescinded their previous motion.



Councilor Montoya made a motion to continue Resolution No. 23-14 for the May 17, 2023 Council meeting. All were in favor.

Deputy City Clerk Sena advised the motion carried.

- 3. Request approval to award RFB 2023-14 to Arthur Regional for Solid Waste tipping fees for municipal solid waste (MSW) per ton.

Utilities Director Gilvarry advised they had one respondent which was Arthur Regional, which is the landfill out in Wagon Mound, there was a change in ownership and change of name. Utilities Director Gilvarry advised it did go before the Utility Advisory Committee and they did recommend approval.

Discussion took place regarding if costs could be changed at any given time.

Councilor Montoya made a motion to approve RFB 2023-14 to Arthur Regional for Solid Waste tipping fees for municipal solid waste (MSW) per ton. Councilor Ulibarri seconded the motion. Mayor Pro Tem Casey asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes		

Deputy City Clerk Sena advised the motion carried.

**ADJOURN**

Councilor Montoya made a motion to adjourn. Councilor Ulibarri seconded the motion. Mayor Pro Tem Casey asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David Ulibarri	Yes
Michael L. Montoya	Yes		

Deputy City Clerk Sena advised the motion carried.

Meeting adjourned at 7:06 pm.

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Mayor Louie A. Trujillo

ATTEST:

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Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD  
ON WEDNESDAY, MAY 17, 2023 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.**

**MAYOR:** Louie A. Trujillo *Absent*

**COUNCILORS:** David G. Romero  
Barbara Casey *Mayor Pro Tem*  
Michael L. Montoya  
David Ulibarri

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

**CALL TO ORDER**

Mayor Pro Tem Casey called the meeting to order at 5:30 pm.

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Mayor Pro Tem Casey asked for a moment of silence to keep in mind and in prayer those who lost their homes and property in the most recent fire and the many people who are suffering from severe illness and may be in danger of death.

**APPROVAL OF AGENDA**

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

City Clerk Fresquez advised the motion carried.

### **PUBLIC INPUT**

There was no public input.

### **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**

#### **COUNCILORS' REPORTS**

Councilor Romero asked City Manager Maestas for an update on the fencing and his request for a letter from the Self Insurers Fund and also advised the new fence was already damaged.

City Manager Maestas advised he met with the Self Insurers Fund about 2 weeks ago and they didn't see anything wrong with it, however they did request that the specs from the contractor be sent to them. City Manager Maestas advised he expressed concerns about the fence to the contractor and they advised they would try to fortify it to make it stronger. City Manager Maestas advised they would get the specs over to the League and get Councilor Romero the letter.

Councilor Romero asked for an update on where they are at on the sediment removal within the watershed. Councilor Romero advised he was in Gallinas and saw that the sediment was building up.

City Manager Maestas advised they have three projects in the grants portal pertaining to sediment removal at the Geo Brooks, the City's Diversion, the Skating Pond and throughout the City limits. City Manager Maestas discussed a one time cleaning with NRCS and they will procure their own contractor to do a one time cleaning of the Skating Pond.

Councilor Romero stated he was curious because there haven't been updates.

Councilor Montoya asked if he met with Ms. Romero on Sperry Drive.

City Manager Maestas advised no, he didn't have a chance.

Councilor Montoya advised that she was concerned about a cul-de-sac at the end.

Councilor Casey advised she had spoken with Public Works Director Lopez about that area and he advised he would go out there.

Councilor Montoya advised there have been issues in that area and Ms. Romero asked that they move the guardrail 25 feet back away from her driveway.

Councilor Ulibarri advised he passed by Lincoln Park and asked if the parks were being watered.

City Manager Maestas advised there are a lot of parks and they had issues with the effluent line and the tank was drained out. City Manager Maestas advised they had to refill the effluent water tank before properly watering the fields. City Manager Maestas further advised the parks had sprinkler head and valve problems that are being addressed.

Councilor Ulibarri expressed his concerns regarding the fields at Rodriguez Park and them being ready for District Tournaments.

City Manager Maestas advised the effluent pumps had given out.

Utilities Director Gilvarry advised they had a cost estimate to acquire the pumps, a cost estimate to install it and she needs to find the money within the budget because she currently doesn't have money in the WasteWater budget for it. Utilities Director Gilvarry advised she has a meeting with City Manager Maestas to see where they can pull funds from.

Councilor Ulibarri asked who was incharge of closing the gates at Rodriguez Park because they were left open.

City Manager Maestas advised there was vandalism last week and they are looking into securing it and making sure the gates are locked.

Councilor Ulibarri asked if the Police department could monitor the area.

Police Chief Salazar advised they have a key and officers have been going in after hours and caught individuals in there.

Councilor Ulibarri asked about South Pacific park and if they were going to finish.

City Manager Maestas advised they still need to install a swing set and curbing and he would contact the contractor for a time frame.

Councilor Montoya asked if there was a permit for the Mother's Day concert and if it all went well.

City Manager Maestas advised there were a lot of things that needed to be addressed with that event, and there was not a permit for that event.

Councilor Montoya asked how that happened.

City Manager Maestas advised that he could not answer that.

Councilor Montoya advised they were fortunate that nothing happened but events cannot be happening in the City without a permit.

Councilor Romero asked where they were at with the approved emergency 2 year agreement with Michael Quintana.

City Manager Maestas advised they have not received any correspondence from the individual that the 2 year agreement was done with, they are waiting to see if it gets approved by the Storrie Lake Water Users Association. City Manager Maestas advised they were also given a directive to work on a 40 year long term agreement and have been working with Attorney Pete Domenici to come up with the language to ask DFA or auditors on what they need to abide by for procurement.

Councilor Romero advised if he remembered correctly the attorney had already given a suggestion.

City Manager Maestas advised he did not recall what the suggestion was.

Councilor Romero asked if it would be taken in June.

City Manager Maestas advised yes, the second meeting in June.

Councilor Casey advised some questions she had were addressed by others.

### **POLICE CHIEF'S REPORT**

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

- Field Operations Division (patrol) calls

- Received a quote for in car cameras (20 vehicles)
- Street Crimes/Narcotics/Evidence
  - 7 cases
  - Search warrant operations (6)
  - Cases closed (2)
- Traffic Citations
- Evidence Seized/Investigations
- Code Compliance calls
- Training/Recruiting/Events
- Department vacancies (27)
- Received \$112,000 legislative funds to be used on retention bonuses, officers will sign a 1 year contract, the next round of \$112,000 will be used on recruiting and hiring bonuses
- Opioid funds to be used to purchase drug awareness supplies to present to schools

Discussion took place regarding the amount of parking citations, abandoned vehicles red tagged, a trailer with trash on Tilden and Lincoln and making sure the Police department uses the drug awareness supplies they purchase as soon as they receive them.

Councilor Montoya advised they should worry about recruitment first then retention later in regards to the \$112,000 legislative funds.

Police Chief Salazar advised the language in the grant states the employees can't receive a hiring bonus until they are certified, which takes a year to become certified or someone going into the academy at the time.

Discussion took place regarding abatements.

Councilor Casey asked for an update regarding the parking violations by the Robertson High School Tennis Courts.

Police Chief Salazar advised there were parking tickets issued prior to the discussion between the City and the school were finalized but the Community Service Aides haven't been seeking parking violations in the area since then.

City Manager Maestas advised after speaking with Superintendent Archuleta, she advised it was the decision of the school to have no parking by the tennis courts and they have since repainted the curb to allow parking in that area.

Councilor Romero asked if the Police and Fire departments were splitting the opioid funds.

Police Chief Salazar advised yes, they are splitting the funding.

Discussion took place regarding how many employees were currently staffed at the Animal Care Center and when those interviews would take place.

Councilor Romero asked where they were at with the speed enforcement trailers.

Police Chief Salazar advised they have been speaking with the company, they thought they were getting a product that was going to just be a plug in and go system. Police Chief Salazar advised there's more to the system and IT has been working on the software. Police Chief Salazar advised it was a quick purchase and he should have done more research on it.

Councilor Romero advised City Manager and Finance to start looking at the contracts because companies are promising one thing and then when we get the product it's not correct.

## **FINANCE REPORT**

Councilor Montoya advised they did have a Finance Committee meeting on Monday but they didn't have a quorum. Councilor Montoya stated if anyone would like to be a member of the Finance Committee to submit their name to the Mayor.

Finance Director Tasha Martinez advised they had no business items other than presenting their finance report to the committee.

Finance Director Martinez reported on the month of April, the General fund revenues exceeded the expenditures resulting in a surplus of (\$804,764), the Enterprise fund expenditures exceeded the revenues resulting in a deficit of



(\$766,248) due to transfers that were entered for the remainder of the year, the Recreation department revenues exceeded the expenditures resulting in a surplus of (\$125,512), Lodger's Tax revenues exceeded the expenditures resulting in a surplus of (\$242,285) and Cannabis revenues exceeded the expenditures resulting in a surplus of (\$76,724).

Discussion took place regarding the deficit in the Enterprise fund, the special meeting set for Monday, vacant positions that could be cut, the one million dollars for ambulance services, monies for the Tree Board, monies for the San Miguel County Jail, bringing up entry level employees from \$12 to \$15, suppression systems for the Police and IT server rooms and legislative funding for software.

## **PRESENTATIONS**

Angie Lyster with the San Miguel Chamber of Commerce gave a lengthy update on the Association of Film Commissioners International conference that she attended, discussed questions asked by film executives, and various movies being filmed in Las Vegas.

Events Planner Griego discussed the various productions happening in the City and the process it takes.

Discussion took place regarding the Studio and Film Museum, acting classes at Luna Community College, specs for studio buildings and if the high schools offer drama classes.

Councilor Romero advised the issues are not having the foundation or background actors available.

Councilor Casey thanked Ms. Lyster for all she's done.

Utilities Director Gilvarry gave a lengthy discussion on the 2022 Consumer Confidence Report. Utilities Director Gilvarry advised the report is required by EPA and they must provide it to communities annually and possibly twice a year. Utilities Director Gilvarry advised the report has various information regarding City water, sampling, results and the condition of the water. Utilities Director Gilvarry reported that even with the challenges last year, they still met the requirements

and the water exceeded the safe drinking water act standards. Utilities Director Gilvarry discussed turbidity issues, disinfection violation, and (CPE) Comprehensive Performance Evaluation. Utilities Director Gilvarry stated that if the public has any questions they could call 505-454-3832.

Councilor Romero asked when Utilities sent out the last notice to the public, what was it for.

Utilities Director Gilvarry advised there were a couple notices on the turbidity.

Discussion took place regarding the issues they were having, which were system and equipment related, violations not being health related and Council being aware of priority lists when issues happen or repairs are needed.

Councilor Casey thanked Utilities Director Gilvarry for responding to a constituent.

### **BUSINESS ITEMS**

1. Request to Award RFP #2023-15 for Engineering Planning, Design, & Construction Phase Services for Sewer Repair & Replacement to Stantec & Souder Miller & Associates.

Utilities Director Gilvarry discussed the need for engineering services and advised there were three proposers. Utilities Director Gilvarry advised the two that ranked the highest were Stantec and Souder Miller, those involved in the evaluation were from WasteWater Plant and Project Management. Utilities Director Gilvarry advised they were notified about \$5 million in funding for specific sewer line projects that they submitted through Congressional Direct Spending and they decided to go with two engineers to divide the projects evenly.

Councilor Romero made a motion to approve RFP #2023-15 for Engineering Planning, Design, & Construction Phase Services for Sewer Repair & Replacement to Stantec & Souder Miller & Associates. Councilor Montoya seconded the motion. Mayor Pro Tem Casey asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

## 2. Request approval to purchase a modular office for the Water Treatment Plant Division.

Utilities Director Gilvarry discussed the existing office building at the Water Treatment Plant being tested for mold and was informed it was hazardous. Utilities Director Gilvarry advised they were recommended not to occupy that building.

Discussion took place regarding OEM providing a trailer temporarily but the space was too confined, going out for three quotes for a new building, new furnishing needed if a modular office was approved, how many employees were there and where they were currently staying and lastly if they had money in the budget for the modular office.

Councilor Casey made a motion to approve the purchase of a modular office for the Water Treatment Plant Division. Councilor Ulibarri seconded the motion. Mayor Pro Tem Casey asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

## 3. Request to approve the restructuring of the Public Works Department Organizational Chart by adding a Project Inspector position.

City Manager Maestas discussed the Public Works department having large projects that are about to break ground and needing to make sure projects are

monitored and contractors are held accountable for quality work. City Manager Maestas advised they want to implement the position within the department so they can focus on those projects. City Manager Maestas advised the Utilities division has over 70 projects that they are currently managing.

Councilor Romero made a motion to approve the restructuring of the Public Works Department Organizational Chart by adding a Project Inspector position. Councilor Montoya seconded the motion.

Councilor Montoya asked if they had money in the budget for that position.

City Manager Maestas advised it was currently not budgeted but it would be incorporated into the new fiscal year budget and the position would not be filled until July 1st.

Councilor Montoya asked if the salary would be noted when it's advertised.

City Manager Maestas advised yes.

Councilor Casey asked what the qualifications were for the position.

Public Works Director Lopez advised there were a lot of qualifications, they had revised the job description, which was lengthy. Public Works Director Lopez advised there are a lot of requirements to hold the position, including years of experience and education. Public Works Director Lopez advised they could provide the Council with a copy.

Councilor Casey advised yes, if he could because it's difficult to find specialized people.

Public Works Director Lopez advised they want to make sure they hire the right person for the position that meets the qualifications.

Mayor Pro Tem Casey 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.

#### 4. Discussion and Direction regarding Municipal Charter ballot questions for the upcoming Regular Local Election in November of 2023.

Councilor Romero advised there were a few things needing to be addressed in the charter.

City Clerk Fresquez advised the County would start the process in July for the November 2023 Election.

Councilor Romero advised they didn't need to put a Charter Committee together as per the charter. Councilor Romero advised there were minor items that needed to be placed on the ballot like the fifth council member because having that would be in violation of the State Statute.

City Clerk Fresquez advised she had reached out to legal counsel Randy Van Vleck and he asked to be invited to the next meeting to discuss the fifth councilor.

Councilor Montoya asked City Clerk Fresquez if she had reached out to legal counsel regarding if grammar changes in the charter would be okay or if that would be a significant change.

City Clerk Fresquez advised she had reached out to legal counsel Randy Van Vleck but he has yet to get back to her.

Discussion took place regarding taking the item back to council 100 days prior to the election, which would allow them to think about possible questions they would want on the ballot and any suggestions that were missed from the last time.

5. Request approval of Resolution No. 23-14, Repealing and replacing all previous resolutions and adopting an updated City of Las Vegas Meadow City Express Zero Tolerance FTA Drug & Alcohol Testing policy.

Councilor Romero made a motion to approve resolution 23-14. Councilor Ulibarri seconded the motion.

Resolution 23-14 was presented as follows:

**City of Las Vegas Meadow City Express**

**Resolution No. 23-14**

**A RESOLUTION REPEALING AND REPLACING ALL PREVIOUS RESOLUTIONS AND ADOPTING AN UPDATED CITY OF LAS VEGAS MEADOW CITY EXPRESS ZERO TOLERANCE FTA DRUG & ALCOHOL TESTING POLICY**

**WHEREAS**, the City of Las Vegas Meadow City Express is required by the NMDOT Transit and Rail Division to have an FTA Drug and Alcohol Testing Policy in place; and

**WHEREAS**, the policy needs to be updated and adopted by the Governing Body, and distributed to Meadow City Express employees; and

**NOW, THEREFORE BE IT RESOLVED THAT** the Governing Body of the City of Las Vegas hereby approves the updated City of Las Vegas Meadow City Express Zero Tolerance Drug and Alcohol Testing Policy and directs its distribution to transit employees; and

**IT IS FURTHER RESOLVED THAT** this Zero Tolerance Drug and Alcohol Testing Policy shall be effective \_\_\_\_\_.

**PASSED, APPROVED AND ADOPTED** by the City of Las Vegas Governing Body this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Casandra Fresquez, City Clerk

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

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

City Clerk Fresquez advised the motion carried.

### **EXECUTIVE SESSION**

Councilor Romero made a motion to convene into executive session for the purpose of discussing limited personnel matters as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978, regarding discussion of hiring a Community Development Director. Councilor Casey and Councilor Ulibarri seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

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

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

City Clerk Fresquez advised the motion carried.

### **ADJOURN**

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

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 8:25 pm.

\_\_\_\_\_  
Mayor Louie A. Trujillo

ATTEST: \_\_\_\_\_  
Casandra Fresquez, City Clerk



**MINUTES OF THE CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING HELD ON  
MONDAY, MAY 22, 2023 AT 1:30 P.M. IN THE CITY COUNCIL CHAMBERS.**

**MAYOR:** Louie A. Trujillo

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

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

**CALL TO ORDER**

Mayor Trujillo called the meeting to order at 1:30 PM

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Mayor Trujillo asked for a moment of thanksgiving for all the hard work City employees do. Mayor Trujillo stated he appreciates everyone and also appreciates all the work Council, the City Manager, the Deputy City Manager and all Directors do. Mayor Trujillo further stated he prays they are guided in the best direction possible.

**APPROVAL OF AGENDA**

Councilor Romero asked if the Sunny 505 reps were going to be there.

City Manager Maestas advised no they were not attending the meeting.

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:

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

City Clerk Fresquez advised the motion carried.

**PUBLIC INPUT**

There was no public input.

**APPROVAL OF MINUTES**

Councilor Casey made a motion to approve the minutes for May 4, 2023. 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
Barbara Casey	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

Mayor Trujillo thanked the City Clerk’s staff for doing a great job on the minutes.

**BUSINESS ITEMS**

- 1. Request approval of the Professional Services Agreement between the City of Las Vegas and Sunny 505.

City Manager Maestas met with Sunny 505 to discuss what they wanted. City Manager Maestas advised Council requested that it be brought back for their

approval to use Lodgers Tax monies. City Manager Maestas discussed the five items that went out for the RFP which were branding of the City of Las Vegas in the amount of \$15,000, the Visitors Guide (print and digital) in the amount of \$17,000, Story writing about the City of Las Vegas and its tourism in the amount of \$18,000, redoing the Welcome to Las Vegas webpage in the amount of \$30,000 (NMTrue giving \$15,000) and any other duties they wanted them to design on behalf of the City. City Manager Maestas discussed social media management in the amount of 18,000, television advertising in the amount of \$30,000, redesign of the Visitors Guide in the amount of \$50,000 and account management. City Manager Maestas advised the total amount they're asking for would be \$189,000 not including GRT.

Councilor Montoya advised it would be a great opportunity for Las Vegas and with that type of advertisement, it would increase lodgers tax.

Councilor Romero mentioned some items being vague.

City Manager Maestas advised he believed there was another document with more detail but will make sure they get their money's worth.

Discussion took place regarding the production of advertisements, how many times commercials would run on television through the year and who would be keeping track of those commercials.

Mayor Trujillo advised he would like a meeting with Sunny 505 once they start that is open to the public and would like a couple of Councilors as part of the Marketing team.

Discussion took place regarding the Visitors Guide if they need more printed copies than digital for the Balloon Fiesta or Spanish Market.

Councilor Montoya made a motion to approve the Professional Services Agreement between the City of Las Vegas and Sunny 505. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David Ulibarri	Yes
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Michael L. Montoya

Yes

David G. Romero

Yes

City Clerk Fresquez advised the motion carried.

### **PRESENTATION/DISCUSSION/DIRECTION**

Presentation by City Manager and Finance Director on Fiscal Year 2023-2024 Preliminary Budget.

Mayor Trujillo thanked Finance Director Tasha Martines, Deputy Finance Director Dominic Chavez and their department for all they do.

Finance Director Martinez advised her goal was to allow the Mayor and Council to meet with departments to discuss the budget.

Mayor Trujillo stated that there was a significant difference from last year's budget to this year's budget. Mayor Trujillo asked what those major changes were and the reasoning for decreases or increases.

Finance Director Martinez discussed primary increases being one million dollars for the contract for AMR, an increase to bring anyone under \$14 up to \$14 for minimum wage and Corrections increased from \$55,000 to \$90,000 for the San Miguel County Detention Center contract.

Councilor Casey advised they had requested \$5,000 be budgeted for the Veterans Committee and if it was in the budget.

Deputy Finance Director Chavez advised they did budget \$4,200.

Councilor Casey discussed huge discrepancies in salaries of Mayor appointees and advised they should be equitable. Councilor Casey discussed discrepancies between the City Manager and Deputy City Manager's salaries, the City Clerk and Deputy Clerk's salaries, a police Lieutenant making more than the Police Chief and the Fire Chief having a low salary. Councilor Casey advised that was something they really needed to look at.

Councilor Romero asked if they were going to take into consideration those employees who are already at \$14 and if they were going to bump them up, since minimum wage was going up to \$14.

Finance Director Martinez advised they wanted to ensure the budget could support the \$14 increase and anticipated a slight increase for everyone else to compensate for that discrepancy, with a 1% increase to offset that difference.

Discussion took place regarding not following pay scales, the City of Las Vegas being unique because of the Unions, the amount of vacancies, discussions of two versions of an old pay plan, and a salary study done.

Mayor Trujillo advised he wanted to bring back the contracts for Police Chief and Fire Chief.

Finance Director Martinez advised she would like to incorporate as many changes as she could. Finance Director Martinez advised the only change from the preliminary budget to the final should be the reconciliation of cash, there shouldn't be major changes within the budget. Finance Director Martinez advised she would be hesitant to make major changes, they have until June 1st. Finance Director Martinez advised the requirements of municipalities is that they have a reserve of one month out of the year in reserves, which the City maintains three months of reserve.

Councilor Romero asked about the revenues from last year to this year on the taxes and if they expect them to go down.

Finance Director Martinez discussed the recap not having an accurate reflection.

Councilor Romero asked why there was a drastic decrease in the Community Development department of \$300,000.

City Manager Maestas advised the salaries from Code Enforcement were moved from Community Development to the Police Department.

Councilor Montoya thanked Finance Director Martinez and Deputy Finance Director Chavez for bringing the preliminary budget to them on time for review. Councilor Montoya asked about the General Fund for the Police department having \$200,000 added to the budget.

Finance Director Martinez advised that would be the increase due to the FOP contract.

Councilor Montoya advised they shouldn't be using salary savings from vacant positions to offset overtime. Councilor Montoya advised they have given direction to the City Manager to use Lodger's Tax funding for overtime during events. Councilor Montoya advised the salary savings should stay within the department and if they don't use it within that year then they just adjust it. Councilor Montoya asked why there was \$400,000 added to the Fire department's budget.

Finance Director Martinez advised there was a requirement for positions that needed to be added.

Fire Chief Spann discussed their ISO evaluation and were advised to add two more personnel per team to meet the ISO requirements.

Councilor Montoya asked how many vacancies they had.

Fire Chief Spann advised they had three vacancies.

Councilor Montoya asked if they need to contribute to the elections this year.

City Clerk Fresquez advised no, she verified with the Secretary of State and we no longer need to contribute from here on out.

Councilor Montoya advised we would be saving \$28,000.

City Clerk Fresquez advised yes.

Councilor Montoya asked what the attorney fees in the amount of \$35,000 and other professional services in the amount of \$35,000 were for in the Human Resource departments budget.

Finance Director Martinez advised it was for Verifirst (White Sands) for employment drug screenings and for Attorney Dina Holcomb for personnel matters.

Councilor Montoya asked about other professional services in the amount of \$59,000 in Community Development.

Finance Director Martinez advised it was for consultant Robert Archuleta.

Councilor Montoya asked about the \$10,000 in subscriptions and dues in the Community Development department.

City Manager Maestas advised it's for a company called Page Freezer, anything posted on the City's social media or webpage has to be archived in case of IPRA's.

Councilor Montoya asked about the \$10,000 for publications and advertisements and what it was for.

City Manager Maestas advised it is used when they post a legal in the optic for lot splits or subdivisions.

Councilor Montoya asked if those publications come out of the City Clerks budget.

City Manager Maestas advised no .

Councilor Montoya asked if there was funding for abatements.

City Manager Maestas advised there was \$60,000 under building structures and land and \$50,000 in other professional services.

Councilor Montoya asked about funding for the Tree committee.

City Manager Maestas advised there was \$10,000.

Finance Director Martinez advised it was within the 5400 General Fund budget along with \$70,000 for the Golf Course.

Councilor Montoya asked where funding for the suppression system for City Hall was at.

Finance Director Martinez advised it was in the current budget under buildings.

City Manager Maestas advised the requisition and PO have already gone through the process.

Discussion took place regarding debt services for the Recreation Center, AMR services increasing significantly and other items increasing, a smart approach to increase the minimum wage amount slowly, numerous reasons to conserve the budget and investments with Southwest Bank.

Councilor Montoya thanked the Finance department for doing a great job and advised we did stay within the budget and spent less with the exception of the month of April 2023 going over by two million dollars.

Councilor Ulibarri thanked the Finance department for all they've done.

City Manager Maestas advised Mayor and Council to write down any requests or concerns so they could incorporate it into the document that needs to be submitted by June 1st. City Manager Maestas advised July is when it needs to be approved by resolution for the final budget.

Councilor Casey advised that the agenda stated presentation/discussion and direction, and advised they want the Police Chief and Fire Chief to be paid \$100,000 a year.

Councilor Romero advised they would need to bring the contract for approval.

Councilor Casey advised she wanted the money included in the budget so they could take action on the contract.

Discussion took place regarding vehicles for animal control and code enforcement and RBC Capital.

Councilor Romero thanked Finance Director Martinez and Deputy Finance Director Chavez and advised all employees are deserving and it's hard to pick and choose who gets a raise and who doesn't.



Discussion took place regarding the contracts for Souder Miller, money needed to abate properties, back taxes on vacant properties that the City can't pay, what the City could do to help abate vacant properties and where business license fees go.

**EXECUTIVE SESSION**

There was no need for executive session.

**ADJOURN**

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

City Clerk Fresquez advised that the motion carried.

Meeting adjourned at 2:50 pm.

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Mayor Louie A. Trujillo

ATTEST:

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Casandra Fresquez, City Clerk



**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** June 14, 2023

**Date Submitted:** 06/02/2023

**Department:** Utilities

**Item/Topic:** Presentation to council on an overcharge to NMBHI

**Fiscal Impact:** \$642,945.32

**Attachments:**

**Committee Recommendation:** This item will be discussed at the June 13, 2023, Utility Advisory Committee 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:

Reviewed By:

  
\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN**

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_



**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** June 14, 2023

**Date Submitted:** 05/16/23

**Department:** Utilities

**Item/Topic:** Addendum #2 to Contract #3785-21 with Souder Miller & Associates for professional engineering and operation services for the waste water treatment plant. RFP 2021-23 was awarded on 08/18/21 and Agreement #3785-21 was signed on 08/31/21. The extended term of this agreement will be for 1 year.

**Fiscal Impact:** Costs budgeted out of waste water treatment plant line item number as needed.

**Attachments:** Addendum #1, Contract 3785-21.

**Committee Recommendation:** This item will be discussed at the June 13, 2023 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:

Reviewed By:

Department Director

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 \_\_\_\_\_

**ADDENDUM #2**  
**AGREEMENT/CONTRACT #3785-21**  
**RFP# 2021-23**  
**AWARDED ON: 08/18/2021**  
**SOUDER, MILLER & ASSOCIATES**

This Addendum entered into this **31<sup>ST</sup> Day of August, 2021** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **SOUDER, MILLER & ASSOCIATES**, hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS** under date of 08/31/2021 the City and SOUDER, MILLER & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which SOUDER, MILLER & ASSOCIATES agreed to provide:

**PROFESSIONAL ENGINEERING AND OPERATION SERVICES FOR WASTE WATER**

**WHEREAS**, the City and SOUDER, MILLER & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from **08/31/2023 thru: 08/30/2024**.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #3785-21.

**WHEREAS**, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING AND OPERATION SERVICES FOR WASTE WATER**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

**NOW THEREFORE**, the parties agree as follows:

1. This Agreement and the prior agreement dated 08/31/2021 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 08/31/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

**SOUDER, MILLER & ASSOCIATES**

**REVIEWED AND APPROVED:**

\_\_\_\_\_  
Leo Maestas                      Date  
City Manager

\_\_\_\_\_  
Title                                      Date

ATTEST:

\_\_\_\_\_  
Casandra Fresquez                      Date  
City Clerk

Agreement / Contract  
No. 3785-21  
City of Las Vegas  
Date

**ADDENDUM #1**

**AGREEMENT/CONTRACT #3785-21**

**RFP# 2021-23**

**AWARDED ON: 8/18/2021**

**SOUDER, MILLER & ASSOCIATES**

This Addendum entered into this **Day of August 31, 2021** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City"

and

SOUDER, MILLER & ASSOCIATES, hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 08/31/2021 the City and SOUDER, MILLER & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which SOUDER, MILLER & ASSOCIATES agreed to provide:

**PROFESSIONAL ENGINEERING AND OPERATION SERVICES FOR THE WATER TREATMENT AND WASTE WATER SYSTEM**

**WHEREAS**, the City and SOUDER, MILLER & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from 08/31/2022 thru: 08/31/2023.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #3785-21.

**WHEREAS**, City and Contractor agree to the following method of payment: the total amount of compensation for **PROFESSIONAL SERVICES FOR OPERATIONS AND ENGINEERING FOR THE WATER TREATMENT AND WASTE WATER**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

**NOW THEREFORE**, the parties agree as follows:


1. This Agreement and the prior agreement dated 08/31/2021 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 08/31/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

**REVIEWED AND APPROVED:**

 7/22/22  
Leo Maestas, City Manager Date

SOUDER, MILLER & ASSOCIATES


DocuSigned by:  
  
A032D4F4C48E4ED

Senior Vice President August 8, 2022 | 3:11 PM  
Title Date

ATTEST:

  
Casandra Fresquez, City Clerk Date  
City Clerk

As to Legal Sufficiency Only:

 7/22/22  
Scott Aaron, City Attorney Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS  
AND MILLER ENGINEERS, INC. D/B/A SOUDER, MILLER & 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 Miller Engineers, Inc. d/b/a Souder Miller & Associates ("Contractor"), of 5454 VENICE AVENUE NE, SUITE D, ALBUQUERQUE, NEW MEXICO, 87113, on this 31st day of August, 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 SERVICES:**

The duties of the Contractor shall include the following:

The Contractor shall perform Professional Engineering Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas Waste Water System. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. 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.

- 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

Professional Services Agreement with Miller Engineers, Inc. d/b/a Souder, Miller & Associates.

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 negligent 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.

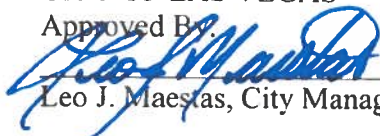
**23. WORKERS COMPENSATION INSURANCE:** Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will 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

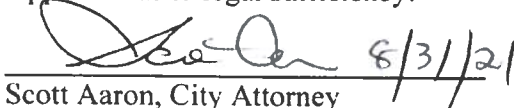
Approved By:

  
Leo J. Maestas, City Manager

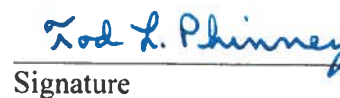
Attest:

  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

 8/31/21  
Scott Aaron, City Attorney

CONTRACTOR:

  
Signature

Printed Name: TOD L. PHINNEY

Position: SENIOR VICE PRESIDENT

**“ATTACHMENT “A”  
SOUDER, MILLER & ASSOCIATES  
Cost Proposal**

**CITY OF LAS VEGAS, NEW MEXICO**

**Opening No. 2021-23**

**WASTE WATER PLANNING, DESIGN AND CONSTRUCTION PHASE  
ENGINEERING SERVICES.**



**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** June 14, 2023

**Date Submitted:** 05/16/23

**Department:** Utilities

**Item/Topic:** Addendum #2 to Contract #3786-21 with Souder Miller & Associates for professional engineering services for the solid waste system. RFP 2021-24 was awarded on 08/18/21 and Agreement #3786-21 was signed on 08/31/21. The extended term of this agreement will be for 1 year.

**Fiscal Impact:** Costs budgeted out of the solid waste line item number as needed.

**Attachments:** Addendum #1, Contract 3786-21.

**Committee Recommendation:** This item will be discussed at the June 13, 2023 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:

Reviewed By:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
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 \_\_\_\_\_

**ADDENDUM #2**  
**AGREEMENT/CONTRACT #3786-21**  
**RFP# 2021-24**  
**AWARDED ON: 08/18/2021**  
**SOUDER, MILLER & ASSOCIATES**

This Addendum entered into this **31<sup>ST</sup> Day of August, 2021** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **SOUDER, MILLER & ASSOCIATES**, hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 08/31/2021 the City and SOUDER, MILLER & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which SOUDER, MILLER & ASSOCIATES agreed to provide:

**PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE SYSTEM**

**WHEREAS**, the City and SOUDER, MILLER & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from **08/31/2023 thru: 08/30/2024**.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #3786-21.

**WHEREAS**, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE SYSTEM**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

**NOW THEREFORE**, the parties agree as follows:

1. This Agreement and the prior agreement dated 08/31/2021 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 08/31/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

**SOUDER, MILLER & ASSOCIATES**

**REVIEWED AND APPROVED:**

\_\_\_\_\_  
Leo Maestas  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Casandra Fresquez  
City Clerk

\_\_\_\_\_  
Date



Agreement / Contract  
No. 3786-21  
City of Las Vegas  
Date

**ADDENDUM #1**

**AGREEMENT/CONTRACT #3786-21**

**RFP# 2021-24**

**AWARDED ON: 08/18/21**

**SOUDER, MILLER & ASSOCIATES**

This Addendum entered into this **August 31, 2021** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City"

and

SOUDER, MILLER & ASSOCIATES, hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 08/31/2021 the City and SOUDER, MILLER & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which SOUDER, MILLER & ASSOCIATES agreed to provide:

**PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE SYSTEM**

**WHEREAS**, the City and SOUDER, MILLER & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from 08/31/2022 thru: 08/31/2023 .

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**WHEREAS**, City and Contractor agree to the following method of payment: the total amount of compensation PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE SYSTEM, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

**NOW THEREFORE**, the parties agree as follows:

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2. That all of the provisions of the 08/31/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

**REVIEWED AND APPROVED:**

  
Leo J. Maestas, City Manager Date

SOUDER, MILLER & ASSOCIATES

DocuSigned by:  
  
A052D4F4C48E4ED

Senior Vice President August 8, 2022 | 3:11 PM  
Title Date

**ATTEST:**

  
Casandra Fresquez Date  
City Clerk

**As to Legal Sufficiency Only:**

  
City Attorney Date

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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 SERVICES:**

The Contractor shall perform Professional Engineering Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas Solid Waste Facility. 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.
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- k. Provide construction phase engineering services.
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Additional services as may be specifically requested by the City of Las Vegas.

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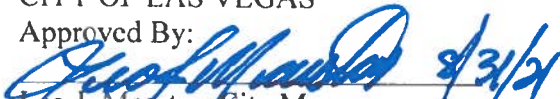
**23. WORKERS COMPENSATION INSURANCE:** Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will 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

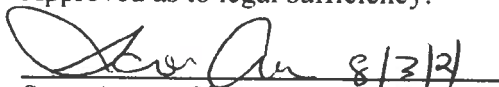
Approved By:

  
Leo J. Macstas, City Manager


Attest:

  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

  
Scott Aaron, City Attorney

CONTRACTOR:

  
Signature

Printed Name: TOD L. PHINNEY

Position: SENIOR VICE PRESIDENT

**“ATTACHMENT “A”  
SOUDER, MILLER & ASSOCIATES  
Cost Proposal**

**CITY OF LAS VEGAS, NEW MEXICO**

**Opening No. 2021-24**

**SOLID WASTE FACILITY PLANNING AND CONSTRUCTION PHASE  
ENGINEERING SERVICES**





**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** June 14, 2023

**Date Submitted:** 05/16/23

**Department:** Utilities

**Item/Topic:** Addendum #2 to Contract #3787-21 with Alpha Southwest for repair services on pump, motor and mechanical on an as needed basis. RFP 2021-25 was awarded on 08/18/21 and Agreement #3787-21 was signed on 08/31/21. The extended term of this agreement will be for 1 year.

**Fiscal Impact:** Costs budgeted out of department line item numbers as needed.

**Attachments:** Addendum #1, Contract 3787-21.

**Committee Recommendation:** This item will be discussed at the June 13, 2023 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:

Reviewed By:

  
\_\_\_\_\_  
Department Director

\_\_\_\_\_  
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** \_\_\_\_\_

**ADDENDUM #2**  
**AGREEMENT/CONTRACT #3787-21**  
**RFP# 2021-25**  
**AWARDED ON: 08/18/21**  
**ALPHA SOUTHWEST**

This Addendum entered into this **August 31, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" and ALPHA SOUTHWEST, hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 08/31/21 the City and ALPHA SOUTHWEST entered into an Agreement/Contract pursuant to a call for RFP in which ALPHA SOUTHWEST agreed to provide:

**REPAIR SERVICES ON PUMP, MOTOR AND MECHANICAL ON AN AS NEEDED BASIS**

**WHEREAS**, the City and ALPHA SOUTHWEST now desire to extend the original Agreement/Contract for an additional year from 8/31/23 thru: 08/30/24.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #3787-21.

**WHEREAS**, City and Contractor agree to the following method of payment: the total amount of compensation for **REPAIR SERVICES ON PUMP, MOTOR AND MECHANICAL ON AN AS NEEDED BASIS**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

**NOW THEREFORE**, the parties agree as follows:

1. That all of the provisions of the 08/31/21 Agreement not inconsistent herewith remain in full force and effect. No changes or amendments to this agreement shall be effective except those on written approval by both parties.

CITY OF LAS VEGAS

ALPHA SOUTHWEST

**REVIEWED AND APPROVED:**

\_\_\_\_\_  
Leo Maestas  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Casandra Fresquez  
City Clerk

\_\_\_\_\_  
Date

Agreement / Contract  
No. 3787-21  
City of Las Vegas  
Date

**ADDENDUM #1**

**AGREEMENT/CONTRACT #3787-21**

**RFP #2021-25**

**AWARDED ON: 08/18/21**

**ALPHA SOUTHWEST**

This Addendum entered into this **August 31, 2021** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City"

and

ALPHA SOUTHWEST, hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 08/31/21 the City and ALPHA SOUTHWEST entered into an Agreement/Contract pursuant to a call for RFP in which ALPHA SOUTHWEST agreed to provide:

**REPAIR SERVICES ON PUMP, MOTOR AND MECHANICAL ON AN AS NEEDED BASIS**

**WHEREAS**, the City and ALPHA SOUTHWEST now desire to extend the original Agreement/Contract for an additional year from 8/31/22 thru 8/31/23.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement # 3787-21.

**WHEREAS**, City and Contractor agree to the following method of payment: the total amount of compensation for **REPAIR SERVICES ON PUMP, MOTOR AND MECHANICAL ON AN AS NEEDED BASIS**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

**NOW THEREFORE**, the parties agree as follows:

1. That all of the provisions of the 08/31/21 Agreement not inconsistent herewith remain in full force and effect. No changes or amendments to this agreement shall be effective except those on written approval by both parties.

CITY OF LAS VEGAS

ALPHA SOUTHWEST

**REVIEWED AND APPROVED:**

<div>DocuSigned by: <i>Leo Maestas</i> DFDF97E9A8F8448</div>		<div>DocuSigned by: <i>David Yates</i> 82F0F54EFT884DE</div>	
August 10, 2022   8:09 AM MDT	Vice President	August 11, 2022   6:50 AM P	
Leo J. Maestas, City Manager	Date	Title	Date

**ATTEST:**

<div>DocuSigned by: <i>Casandra Fresquez</i> EF0F93E12B53430</div>	August 10, 2022   8:30 AM MDT
Casandra Fresquez, City Clerk	Date

**As to Legal Sufficiency Only:**

<div>DocuSigned by: <i>Scott Aaron</i> 50AB76820E4A4EF</div>	August 8, 2022   4:48 PM MDT
Scott Aaron, City Attorney	Date

<b>Alpha Southwest Inc. Contract Rates</b>			
<b>TS#</b>	<b>TS Description</b>	<b>Units</b>	<b>ASW Rates June 2022</b>
TS 3	Rate for repair and replacement of facilities equipment	Hourly	\$90.00
TS 4	Percent markup for contract work	Percent	16%
TS 5	Fabrication and Machine Shop Work	Hourly	\$92.00
TS 6	Percent markup for rental equipment	Percent	16%
TS 7	Rate for specialized troubleshooting and repair Journeyman- Master Electrician	Hourly	\$115.00
TS 8	Percent markup for Materials, Parts and or Equipment	Percent	37%
TS 9	Job Site Security	Hourly	\$35.00
TS 10	Mileage Charges	Per mile	\$2.70
TS 12	Rate for Shop Drawings and Pump Calculations	Hourly	\$83.00
TS 15	Lodging and Meals	Per Night	\$200.00

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF LAS VEGAS AND ALPHA SOUTHWEST INC.**

THIS FIRST AMENDMENT is entered into effective as of May 16, 2022 (the "Effective Date"), by and between the City of Las Vegas, a New Mexico home-rule municipality ("City") and Alpha Southwest Inc., a New Mexico corporation ("Contractor"). Throughout this First Amendment either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to as "Parties".

Whereas, the Parties entered that certain Professional Services Agreement Between the City of Las Vegas and Alpha Southwest Inc. on or about August 31, 2021, agreement number 3787-21 ("Agreement"), and the Parties desire to modify the Agreement as hereinafter set forth.

Now, therefore for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Agreement is hereby amended as follows:


1. The first paragraph of Paragraph One (1) entitled "Scope of Services" is deleted in its entirety and shall read as follows:

"To provide pump, motor, mechanical and electrical services to the City's water and wastewater facilities. Contractor shall respond to emergency calls within 24 hours and within 48 hours for non-emergency repairs. Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants and conditions of the Agreement. The Agreement term shall be for one year with the City having the option to renew the Agreement for an additional three (3) years, such that the Agreement, with all renewals, may not exceed a total duration of four (4) years. The Agreement shall begin upon final approval by the City Manager."


2. Except as specifically amended above, the Agreement shall remain in full force and effect.

In Witness Whereof, the Parties have signed this First Amended as of the Effective Date.

CITY OF LAS VEGAS

  
Leo J. Masstas, City Manager

Attest:

  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

  
Scott Aaron, City Attorney

CONTRACTOR:

  
Signature

Printed Name:

Position:

DAVID M. YATES

Vice President

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS  
AND ALPHA SOUTHWEST 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 ALPHA SOUTHWEST INC., a New Mexico corporation ("Contractor"), of 205 ROSSMOOR ROAD, ALBUQUERQUE, NEW MEXICO, 87105, on this 31<sup>st</sup> day of August, 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 SERVICES:**

The City, is soliciting proposals to provide pump, motor, mechanical and electrical services to the City's water and wastewater facilities. Multiple contracts may be awarded, and shall be non-exclusive. The City reserves the right to submit work orders with one or more of the Contracted Service Providers based on price, availability and location of services, hours of operation, and/or proprietary services. The Contractor must be able to respond to emergency calls within 24 hours and within 48 hours for non-emergency repairs. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. 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 but are not limited to the following services and requirements:

1. The work includes, but is not limited to repair, replace, adjust, and maintain pumps, motors, and related mechanical systems; inspection; testing; and emergency response.
2. The contractor shall install, modify, and/or upgrade pump, motor, and related mechanical systems as requested by the City. To include the removal of non-functioning or out of date equipment. No additional or extra work shall be



commenced or undertaken by the Contractor unless authorized in advance by telephone or in writing by the City.

3. Troubleshoot and work on multiple types of pumps and motors, including but not limited to:
  - a. Pumps: Aurora Splitcase, Fairbanks Morse, FLYGT Submersible, Sigma, Graundfos, KSB
  - b. Motors: GE Motors, Reliance Motors, Baldor Motors, US Motors, Walker
4. The Contractor shall provide all labor, tools, equipment and all incidentals required and/or implied for the complete and satisfactory performance of the maintenance, and repair of City pumps and motors. The Contractor is responsible for all debris and related disposal.
5. All parts used for repair and in reassembly of equipment shall be the manufacture's authorized parts or specifically approved by the City prior to installation.
6. Provide electrical, controls, instrumentation, SCADA and PLC programming capabilities. All work shall be performed in accordance with the National Wiring Standards.
7. All Safety Equipment, assessments, controls, enforcement, signage, etc. as necessary for site work, and personal safety shall be, and shall remain for the project duration, the sole responsibility of the Contractor.
8. The contractor will do all work in accordance with the plans, specifications, and performance standards and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner. Inclusive of permits, certifications and licenses to comply with local, state and federal requirements.
9. Contractor shall provide on-site supervision at all times for all of their work to be performed.

**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

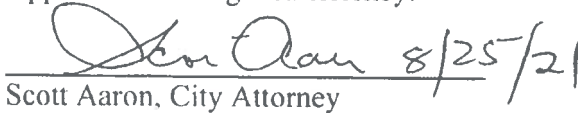
Approved By:

 8/26/21  
Leo J. Maestas, City Manager


Attest:

  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

 8/25/21  
Scott Aaron, City Attorney

CONTRACTOR:

  
Signature

Printed Name: DAVID M. YATES

Position: Vice President

**“ATTACHMENT “A”  
ALPHA SOUTHWEST INC.  
Cost Proposal**

**CITY OF LAS VEGAS, NEW MEXICO**

**Opening No. 2021-25**

**PUMP, MOTOR, MECHANICAL AND ELECTRICAL SERVICES**

Tab J

COST

Date: July 7, 2021

**Open Ended Unit Price Contract:** The table below is a breakdown of costs/pricing proposed to the City of Las Vegas by *unit cost for and percentage* for pump and electrical labor, machine shop work, lodging, miles traveled, travel time and miscellaneous travel expenses. Alpha Southwest will furnish all materials, tools, appliances and equipment and will perform all labor & work necessary for tasks and services as established by the City of Las Vegas work order.

\* ASW is providing a four year estimated projection of services. This is provided for the purposes of comparing Alpha Southwest's proposed cost of services and are not guarantees by the City of Las Vegas of the quantity of work. Actual quantities will be established by the City of Las Vegas work order.

ITEM	ESTIMATED QTY*	ITEM DESCRIPTION	UNIT COST / %	EXTENDED PRICE
1	600 Hours	Labor for removal, reinstallation, repair and replacement of facilities equipment (\$/Hr)	\$ 75.50	\$ 45,300.00
2	\$5,000	Percent over invoice for subcontract work	10%	\$ 5,500.00
3	80 Hours	Fabrication and machine shop work (\$/Hr)	\$ 80.00	\$ 6,400.00
4	\$1,500	Percent over invoice for rental equipment	10%	\$ 1,650.00
5	100 Hours	Labor for specialized troubleshooting and repair of electrical controls (\$/Hr)	\$ 94.00	\$ 9,400.00
6	\$40,000	Percent over invoice for repair parts	29%	\$ 51,600.00
7	150 Hours	Job Site security (\$/Hr)	\$ 25.50	\$ 3,825.00
8	100 Hours	Shop drawings and pump calculation ( \$/Hr)	\$ 71.50	\$ 7,150.00
9	15000 Miles	Mileage charges (\$/mile)	\$ 2.25	\$ 33,750.00
10	15 Days	Lodging and meals (\$/day)	\$ 165.00	\$ 2,475.00
<b>TOTAL EXTENDED PRICE.....</b>				<b>\$ 167,050.00</b>



**CITY OF LAS VEGAS SPECIAL  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** June 14, 2023

**Date Submitted:** 6/2/23

**Department:** Executive

**Item/Topic:** Discussion regarding Charter Amendments relating to the number of elected officials.

**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:

Reviewed By:

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Finance Director

**CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN**

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_





**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** June 14, 2023

**Date Submitted:** 5/2/23

**Department:** Public Works

Item Topic: Approval of Resolution 23-15 to apply for and accept a grant offer administered by Federal Aviation Administration (FAA) and the New Mexico Department of Transportation (NMDOT) Aviation Division in the amount of \$100,724.00, FAA share being \$90,652.00(90%), NMDOT Aviation Division share being \$5,036.00(5%) and City share being \$5,036.00(5%) for updating of the City of Las Vegas Municipal Airport, Airport Layout Plan (ALP) and the Disadvantage Business Enterprise (DBE) Program and Goals.

Fiscal Impact: Budgeting of City matching funds in the amount of \$5,036.00 (5%).

Attachments: resolution 23-15, scope of work, DBE overall goals.

**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:

*Arnold Lopez*  
for Arnold Lopez

Department Director

*[Signature]*  
City Manager

Reviewed by:

*[Signature]*  
for [Signature]

Finance Director

City Attorney (Approved as to form)

**CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN**

Resolution No. \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Approved \_\_\_\_\_

Continued To: \_\_\_\_\_

Referred To: \_\_\_\_\_

Denied \_\_\_\_\_

Other \_\_\_\_\_

CITY OF LAS VEGAS, NEW MEXICO  
Resolution No. 23-15

A RESOLUTION TO APPLY FOR AND ACCEPT A GRANT OFFER ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION (FAA) AND THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) AVIATION DIVISION FOR THE CITY OF LAS VEGAS MUNICIPAL AIRPORT ACTION PLAN (ALP) AND THE DISADVANTAGE BUSINESS ENTERPRISE (DBE) PROGRAM AND GOALS.

WHEREAS, the City of Las Vegas ("City") will apply for a grant offer administered by FAA and NMDOT Aviation Division for updating of the City Municipal Airport Layout Plan (ALP) and the Disadvantage Business Enterprise (DBE) Program and Goals;

WHEREAS, the total requested amount of the Grant is \$100,724.00, with the FAA share being \$90,652.72 (90%) NMDOT share being \$5,036.36 (5%) and City's share being \$5,036.36 (5%) of the Grant offer;

WHEREAS, the City shall pay all costs, which exceed the total amount of \$100,724.72;

WHEREAS, the Grants will be used directly for the updating the ALP and the DBE upon the issuance of a Grant offer; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body hereby accepts the grant offer and agrees to contribute the City's portion, and to use the grant for the update of the Airport Layout Plan and the Disadvantaged Business Enterprise Program and Goals, which will be administered by Federal Aviation Administration and the New Mexico Department of Transportation Aviation Division.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of June 2023.

\_\_\_\_\_

Louie A. Trujillo, Mayor

ATTEST:

\_\_\_\_\_

Cassandra Fresquez, City Clerk

**Scoping Report**  
**Airport Layout Plan Update**  
**and**  
**Focused Narrative Report**  
**Las Vegas Municipal Airport (LVS)**  
**Las Vegas, NM**

**Introduction**

The objective of this effort is to update the Las Vegas Municipal Airport (the Airport) Airport Layout Plan (ALP) drawing set and provide a Focused Narrative Report supporting the proposed changes and revisions to the ALP. The Narrative Report will focus on the facility changes and development direction of the Airport that has occurred since the preparation of the 2007 master plan and subsequent ALP update approved by the Federal Aviation Administration.

The Focused Narrative Report will include base aeronautical forecasts; the identification of future facility needs; recommended development concept and basis for proposed items; and near-term capital improvement program (CIP) project schedule and costs.

The focused Narrative Report and updated ALP drawing set will also reflect new policies and development direction provided by the City of Las Vegas (the City). The ALP will include the following drawings:

- Title Sheet
- Airport Data Sheet
- Airport Layout Drawing (Existing and Future)
- Hangar/Terminal Area Plan
- Air Space Drawing
- Runway Approach Surfaces Plan and Profiles
- Land Use Plan
- Property Map/Exhibit A

The focused Narrative Report and updated ALP drawing set will also reflect new policies and development direction provided by the City. The Focused Narrative Report (the Report) and the ALP drawing set will be prepared in accordance with FAA requirements, including Advisory Circular (AC) 150/5070-6B, Airport Master Plans (as amended), AC 150/5300-13B, Airport Design (as amended), and guidelines for the preparation of an Airport Layout Plan as defined by the FAA Airports ARP SOP 2.00 *Standard Practices for FAA Review and Approval of Airport Layout Plans* (October 1, 2013).

**Inventory Airport and Environs**

Perform inventory of airport facilities, land uses and the surrounding environs. The inventory will include an examination of plans and documents as well as an on-site inspection of facilities to determine its type, size and use. The work effort will make use of existing information available from the City.

Airfield: This will include a record of airfield pavement strengths and conditions (This will include data and report NMDOT Aviation Division's pavement inventory and classification for THE AIRPORT); Record of lighting and NAVAID systems; Runway Safety Area Inventory showing obstructions and mitigation plan and facilities fixed by function that are sited within the runway safety areas.

Terminal and Hangar Complex: Square footage of structures and use; fuel storage capacity by fuel grade and location of fuel farm. Layout of hangar area structures and ownership information.

Ancillary Facilities: Description of maintenance equipment and facilities and miscellaneous facilities.

Air Traffic Activity: Air traffic activity data for THE AIRPORT will be assembled and organized using the FAA Terminal Area Forecast (TAF) and the FAA TFMSC, and logs provided by the City. Data will be obtained from the City, the FAA regional and District Offices and the NMDOT Aviation Division. The assembled data will include historical operations and based aircraft by type.

#### **Aviation Demand Forecasts**

A review of the aviation demand forecasts obtained from the FAA TAF and the NMDOT Aviation Division will be made. A refinement of activity forecasts will be conducted to integrate input from the City aircraft operations data and logs. The forecast will present the:

- Based aircraft totals and mix
- Annual operations by type (local and itinerant)
- Current and future critical design aircraft based on FAA AC 150/5000/17, *Critical Aircraft and Regular Use Determination*.

The forecast prepared in this task will be submitted to the FAA for review and approval.

Obtain Available Photogrammetry and Topographic/Planimetric Mapping: Available digital mapping will be obtained for input into the ALP drawing set and the Report.

#### **Update the Airfield and Landside Facility Requirements**

Update a list of the facility requirements need to meet the demands for existing, short-term, intermediate-term and long-term time frames based on the forecasts, facility requirements and physical and safety design criteria associated with the critical design aircraft.

#### **Update the Recommended Development Concept**

Based on the information developed in previous tasks and considering input from the City, a single recommended development concept for the airport will be prepared. The recommendation for the development concept will become the basis for the development of the ALP drawings and capital programming.

### **Prepare the Capital Improvement Program**

Prepare a five-year CIP based on safety, demand, and maintenance needs. Cost estimates for each project will be prepared to reflect the funds needed from funding agencies and the estimated net amount of capital funds required by the City to accomplish the improvements for THE AIRPORT.

### **Prepare the ALP Drawing Set**

Prepare the ALP drawing set for the Airport. Plans will be prepared in a format which complies with the content contained within FAA's current guidelines for the preparation of an ALP, and which is readily acceptable to the City, the FAA, and the NMDOT Aviation Division. A draft of the ALP will be submitted to the City, FAA, NMDOT Aviation for review and comments. It is assumed that the FAA and NMDOT Aviation reviews will be based on FAA ARP SOP's 2.00 and 3.00. The review comment will be addressed prior to submittal of the final ALP for approval by FAA.

The drawing set will be prepared and submitted for review in a digital format, based on a minimum size of 24" x 36". A final copy of the ALP set will be delivered to the City, FAA and NMDOT Aviation in both paper and electronic (pdf) format. The ALP drawing set will include the following drawings:

- Title Sheet
- Airport Data Sheet
- Airport Layout Drawing (Existing and Future)
- Hangar/Terminal Area Plan
- Air Space Drawing
- Runway Approach Surfaces Plan and Profiles
- Land Use Plan
- Exhibit A - Property Map

The Exhibit A - Airport Property Map will include information to indicate the type of acquisition (i.e., federal funds, surplus property, local funds only, etc.) of various land areas within the Airport's boundaries. The map will provide an inventory of all of the parcels which currently make up the Airport or are proposed for acquisition by the City. Details will be limited to illustrating existing or future facilities which would indicate aeronautical need for airport property. The Property Map will be updated in conformance with the guidelines outlined in FAA Airports ARP SOP 3.00 *Standard Operating Procedure (SOP) for FAA review of Exhibit 'A' Airport Property Inventory Maps (October 1, 2013)*. The City will provide historical information, including deeds, regarding the acquisition of existing Airport property and easements.

### **Prepare the Focused Narrative Report**

A draft Focused Narrative Report will be prepared based on information included in the preceding tasks. An electronic draft copy (pdf format) of the report will be provided for the initial review by the City, FAA and NMDOT Aviation. Review comments and revisions received from the City, FAA and NMDOT Aviation will be incorporated as appropriate into the final

Report. Five (5) copies of the final report will be provided to the Sponsor along with an electronic copy (pdf format) for the City's use and transmittal to FAA and NMDOT Aviation.

**FAA Overall Goals (§26.45)**

**Name of Recipient: Las Vegas Municipal Airport (LVS)**

**Goal Period: Fiscal Year 2022** – October 1, 2021 through September 30, 2022

**Fiscal Year 2023** – October 1, 2022 through September 30, 2023

**Fiscal Year 2024** – October 1, 2023 through September 30, 2024

**DOT Assisted Contract Amount: \$ 666,000**

**DBE Goal: 0.83%**

**Market Area:** The market area was determined to be both Geographical Areas One and Five; combined these two Geographical Areas make up Market Area Five. The airport is located within Geographical Area Five in the northeastern portion of New Mexico. Geographical Area One is located in central New Mexico and is comprised of the following counties: Sandoval, Santa Fe, Bernalillo, Valencia, and Los Alamos. The market area includes Geographical Area 5 and Geographical Area 1 which is representative of the area where the substantial majority of the contractors and subcontractors with which the sponsor does business are located, and the area in where the sponsor spends the substantial majority of their contracting dollar.

As with all New Mexico communities, the substantial majority of contractors and subcontractors come from Geographical Area One. Due to the majority of contractors and subcontractors coming from Geographical Area One, the City, like other New Mexico communities spends the majority of their contracting dollars within Geographical Area One as well. This was previously determined based on information within the contract documents showing locations of contractors and subcontractors that have provided work for the City of Las Vegas and the Las Vegas Municipal Airport in the past. Information regarding locations of the DBE businesses was found from the New Mexico Department of Transportation website. This information also shows that the substantial majority of all DBE's are based within the Geographical Area One boundary. A map and breakout of the Geographical Areas can be seen as an attachment.

**Step One:** The method used to calculate the relative availability of the DBEs for Step One in this process utilizes 26.45(c)(1) DBE Directories and Census Bureau Data. The base figure was determined by dividing the total number of DBE firms in the local market area by the total of all firms in the market area.

**Number and Types of Projects for FY 2022:**

- 1. Design & Construct Airfield Lighting Rehabilitation**

**Analysis**

- 1. Project: Design & Construct Airfield Lighting Rehabilitation**  
**Estimated Amount: \$666,000**

**TABLE 1**  
**PROJECT ONE: Design and Construct Taxiway A Pavement Rehabilitation**

NAICS Code	Work Item	DBE's in Market Area	All Available Firms	Total Amount	Weight Factor	DBE%	DBE Amt
23731	Electrical	3	432	\$615,000	92.34%	0.69	\$4,243.50
54138	Engineering Services	7	312	\$25,000	3.75%	2.2	\$550
54138	Inspection/ Testing	1	45	\$20,000	3.00%	2.2	\$440
54137	Surveying	3	63	\$6,000	0.90%	4.8	\$288
	<b>Total</b>	<b>14</b>	<b>852</b>	<b>\$666,000</b>	<b>100.00 %</b>	<b>0.83 %</b>	<b>\$5,522</b>

*Source: County Business Patterns and NMDOT DBE Directory*

The design/construction estimate for this project is \$640,000.00. Of that amount, \$300,000 or 22.54% is anticipated for highway street & bridge construction-asphalt; \$100,000.00 or 1.09% is anticipated for marking/specialty contractors; \$75,000.00 or 2.99% is anticipated for trucking; \$80,000.00 or 3.74% is estimated for site prep contractors; 30,000.00 or 2.42% is anticipated for engineering services; \$25,000.00 or 1.45%% is anticipated surveying and \$30,000.00 or 1.87% for inspection/testing.

Therefore, the baseline DBE goal for this contract was weighed so that it would more accurately reflect the potential DBE participation as shown below.

**Project One Base Figure:** DBE Amt (\$) = (DBE Avail/Total Firms)\*Trade (\$)

Weighted Average Goal = Total Trade/DBE Amt.

**Project One Base Figure = \$5,522/666,000 = 0.83%**

**Number and Types of Projects for FY 2023:**

No projects

**Number and Types of Projects for FY 2024:**

No projects

**Step Two:** This step is intended to adjust the base figure percentage calculated in Step One to reflect as accurately as possible the DBE participation that the Las Vegas Municipal Airport would expect in the absence of discrimination.

We have considered all of the other factors, which include the current capacity of DBE's to perform work in the DOT-assisted program. We also considered the available evidence from related fields that affect the opportunities for DBE firms to form, grow, and compete. In our research, none of the previously mentioned factors require an adjustment to the base figure.



Our base figure is not the goal of another recipient and therefore was not considered as an adjustment factor.

In our research, we discovered that a disparity study was completed for the City of Albuquerque by B.B.C. Research, out of Denver, Colorado, in 1995. Though the City of Albuquerque is within our market area, this information is outdated and is not considered as an adjustment factor.

In researching past participation for the Las Vegas Municipal Airport, we found that the grants in 2008, 2018, 2020 were all under the threshold. The projects in FY 2009 and 2011 were above the DBE goal threshold. This information is presented in the following table:

FY	Total Grant \$ Amount	DBE Goals			Accomplishments			Type of work
		RC	RN	Total	RC	RN	Total	
2008	\$ 169,005							Conduct Miscellaneous Study, Install Runway Vertical/Visual Guidance System - 02/20, Rehabilitate Runway [Remark Airfield] - 02/20
2009	\$ 286,759	3.76		3.76	0		0	Construct Snow Removal Equipment Building [Design-Only], Rehabilitate Taxiway
2011	\$ 381,691	1.74		1.74	80		80	Construct Snow Removal Equipment Building [Snow Removal Equipment - Phase II (Construction)]
2011	\$ 155,384							Construct Snow Removal Equipment Building [Snow Removal Equipment - Phase II (Construction - Part 2)]
2020	\$ 177,408							PAPI Installation
2020	\$ 157,552							Airfield Pavement Seal

The proposed overall goal for the Las Vegas Municipal Airport can be seen below.

**Las Vegas Municipal Airport Proposed Overall Goal = 0.83%**

Breakout of Estimated Race-Neutral and Race-Conscious Participation (§26.51 (b) (1-9))

The Las Vegas Municipal Airport will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The Las Vegas Municipal Airport uses the following race-neutral means to increase DBE participation: By arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in a way to facilitate DBE and other small businesses' participation (e.g., requiring and/or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces).

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious DBE participation. It is anticipated that in meeting its overall goal of 0.83%, 0% will

Projects at Las Vegas Municipal do not have a recent history of DBE participation or over-achievement of goals to reference and it is anticipated that the DBE participation will be through the use of DBE contract goals or a conscious effort to obtain DBE participation. The entire goal of 0.83% will be applied to race-conscious participation.

The Las Vegas Municipal Airport will adjust the estimated breakout of race-neutral and race-conscious DBE participation as needed to reflect actual DBE participation and track and report race-neutral and race-conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract obtained through customary competitive procurement procedures, DBE participation through a subcontract on a prime contract that does not carry a DBE goal, DBE participation on a prime contract exceeding a contract goal, and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

## **Public Participation**

### Consultation

DBE's with NAICS consistent with the work included in the planned projects and in Geographic Area One and Five were notified of a public meeting to be held on July 27, 2022 at 10:00 am to discuss the goal setting methodology used for the projects planned for the next three years. The DBE goals and methodology for arriving at the goals for the project were discussed. A list of the projects, goals and methodology was also made available to them for review.

### Sample Public Notice Language on the City of Las Vegas Website

#### Disadvantaged Business Enterprise (DBE) Goals for Federal Fiscal Year 2022-2024

The Las Vegas Municipal Airport hereby announces its Fiscal Year 2022-2024 DBE Goal of 0.83% for airport construction projects. The proposed goal and goal-setting methodology are available for inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, for a period of 30 days following the date of this notice at the Las Vegas City Hall, 1700 N. Grand Ave, Las Vegas, NM 87701

The Las Vegas Municipal Airport will accept comments on the DBE goals for 45 days from the date of this notice. Comments can be sent to either of the following:

DBELO  
Daniel Gurule  
Project Manager  
1700 N. Grand Ave.  
Las Vegas, New Mexico 87701

Federal Aviation Administration  
Office of Civil Rights Southwest Regional Office  
10101 Hillwood Parkway  
Fort Worth, TX 76177

10101 Hillwood Parkway  
Fort Worth, TX 76177

### Contract Goals

The Las Vegas Municipal Airport will use contract goals to meet any portion of the overall goal that the recipient does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the recipient's overall goal that is not projected to be met through the use of race-neutral means.

The Las Vegas Municipal Airport will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. It need not establish a contract goal on every such contract, and the size of the contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work and availability of DBE's to perform the particular type of work).

The Las Vegas Municipal Airport will express its contract goals as a percentage of the total amount of DBE-assisted contract.



**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** June 14, 2023

**Date Submitted:** 06/02/2023

**Department:** Public Works

**Item/Topic:** Request approval for paving of the North bound lane of Hot Springs from Bernalillo Street to Mora Street. The area to be paved will be outside of the disturbed asphalt during a Contracted Wastewater project. The paving will be additional to the paving portion of the contract.

**Fiscal Impact:** \$78,093.00

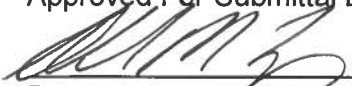

**Attachments:** None

**Procurement Request:** Council approval to proceed with asphalt paving by utilizing a CES contract for work that is needed to complete the North bound lane from Bernalillo Street to Mora Street.

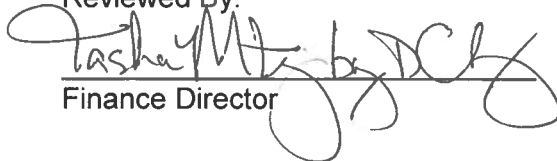
**COMMITTEE RECOMMENDATION:** N/A

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

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director  
  
\_\_\_\_\_  
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 \_\_\_\_\_



**CITY OF LAS VEGAS  
COUNCIL MEETING AGENDA REQUEST FORM**

**Meeting Date:** June 14, 2023

**Date Submitted:** 6/7/23

**Department:** Executive

**Item/Topic:** Discussion/Possible Action regarding water lease agreement between the City of Las Vegas and Michael Quintana.

**Fiscal Impact:**

**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:

  
\_\_\_\_\_  
Councilor David Romero

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 \_\_\_\_\_

## **EMERGENCY WATER LEASE CONTRACT FOR BULK PURCHASE OF WATER**

WHEREAS, as the result of the catastrophic Hermit's Peak/Calf Canyon fire, admittedly caused by the United States Forest Service, and the resulting flood damages from burn scar runoff in the Gallinas River watershed and other watersheds in the surrounding area, Las Vegas is in jeopardy of exhausting its limited water supply stored in its two existing reservoirs; and

WHEREAS, Las Vegas currently owns 800 acre-feet of storage space in Storrie Lake and is a shareholder member of SPWUA by virtue of its purchase of the "Franken" water rights; and

WHEREAS, the State of New Mexico procured a temporary, emergency water pre-treatment system that will allow the water utility to directly use its water from Storrie Lake, as well as additional water from the reservoir if it becomes available, as possibly the only source of potable water for its resident water users; and

WHEREAS, it is possible that, under current conditions, water diverted into and available from Storrie Lake may be the only source of raw water, able to be treated, for Las Vegas' municipal water supply for its citizens; and,

WHEREAS, Las Vegas, contingent on full payment for this lease of bulk water by the State of New Mexico, wishes to procure an additional emergency source of water while the Gallinas watershed continues to yield highly degraded water and debris that will likely require multiple actions to provide treatable water under emergency conditions as the watershed stabilizes; and

WHEREAS, Las Vegas seeks to procure a two-year emergency lease of the entire shareholder allotment of Michael Quintana, individually, and as Personal Representative of the Estate of Robert Quintana, deceased. This consists of 998.8 shares (such shares shall entitle shareholder to divert allotted water on no less than 998.8 acres),

:

### **AGREEMENT FOR BULK WATER SALE THROUGH TWO YEAR LEASE**

Michael Quintana, individually, and as Personal Representative for the Estate of Robert Quintana, deceased (Lessor) and City of Las Vegas (Lessee), collectively "parties", agree as follows:

1. Lease Year 1. Lessee leases the allotment for Lessor's share of water from Storrie Project Water Users Association for the irrigation season of 2023 and such allotment may be used by Lessee at any time from execution of this Agreement through March 31, 2024.

2. Lease Year 2. Lessee leases the allotment for Lessor's share of water from Storrie Project Water Users Association for the irrigation season of 2024 and such allotment may be used by City at any time from April 2, 2024, through March 31, 2025.

3.. Lessee will pay up to \$1 million/ per year for each lease year above subject to this paragraph 3. Lessee will make payment to Lessor within 45 days of Lessee taking delivery of

any portion of lessor's allotment from SPWUA. Lessee will have the right to take any of its leased bulk water from Storrie Reservoir at any time after it takes any portion of the leased bulk water during each lease term year. Payment will be calculated at \$2022 per acre foot assuming no less than 6 inches per year will be allotted so that 494.4-acre feet of bulk water will be available to Lessee in any lease year. If more than 6 inches/year is allotted, the Lessee will be entitled to receive delivery of all amounts allotted to Lessor with annual lease payments capped at \$1 million per year. For Lessee to make payment to Lessor, water must be delivered to Lessee in a manner satisfactory to Lessee and all Office of State Engineer (NMOSE) or other permitting requirements for use of the water in the Lessee's municipal system must be met.

4. No evaporative losses are deducted from the leased water prior to Las Vegas' taking it for use.

5. All of the above recitals are incorporated into this Agreement as fully set forth herein.

6. Use by Lessee of leased water will be tracked daily and reported on the monthly log provided to NMOSE.

7. Lessor makes no representations or guarantees as to the quality of water being provided to Lessee under this Agreement but agrees to work in good faith with Lessee.

8. The contents of this Agreement, including the recitals, constitutes the entire written agreement between the parties and no oral or supplemental agreements may be used to modify its contents without a written agreement signed by both parties.

9. Nothing in this Agreement is intended to waive Lessor's claims to compensation for the loss of any quantity of water not diverted due to keeping the canal heading gates closed or operated intermittently to capture higher quality water or all claims associated with damages arising from the watershed fire and resulting flooding that was caused or exacerbated by the United States.

10. Nothing in this Agreement is intended to waive Las Vegas' claims to compensation for the loss of any quantity of water not diverted because of the fire or all claims associated with damages arising from the Gallinas watershed fire and resulting flooding that was caused or exacerbated by the United States.

11. Nothing in this Agreement will in any way alter or affect the water rights of either party as determined in the Gallinas River decree.

12. Nothing in this Agreement is intended to create a precedent for future bulk water purchases and/or use of the Storrie Intake Canal by the City from SPWUA. This Emergency Water Lease is due to the conditions set forth in the recitals above and it is unknown if such conditions will apply in the future.

13. This Agreement is contingent upon the State of New Mexico or the United States providing sufficient funding to the City of Las Vegas to cover lease payments prior to lease

payment due dates. Lessee does not agree to be responsible for payment of any amounts due under this Agreement unless the State of New Mexico or the United States has provided funding that may be used for this purpose. In the event the State of New Mexico or the United States has not provided sufficient funding for the City of Las Vegas to make complete payment as set in Paragraphs 2 and 3, the parties must elect jointly to proceed on any provision for which funding has been provided..

14. This Agreement is contingent upon confirmation by Lessor that no permits are necessary for Las Vegas to use the bulk water, or issuance of such permits prior to Lessee taking delivery of water.

15. This Agreement is contingent upon a resolution from SPWUA Board approving this Agreement.

Date: \_\_\_\_\_

THE CITY OF LAS VEGAS, NEW MEXICO

By: \_\_\_\_\_  
(Name / title)

Michael Quintana individually, and as  
Personal Representative for the Estate  
of Robert Quintana, deceased

\_\_\_\_\_  
Michael Quintana

STORRIE PROJECT WATER USERS 'ASSOCIATION

By: \_\_\_\_\_  
(Name / title)



## **EMERGENCY WATER LEASE CONTRACT FOR BULK PURCHASE OF WATER**

WHEREAS, as the result of the catastrophic Hermit's Peak/Calf Canyon fire, admittedly caused by the United States Forest Service, and the resulting flood damages from burn scar runoff in the Gallinas River watershed and other watersheds in the surrounding area, Las Vegas is in jeopardy of exhausting its limited water supply stored in its two existing reservoirs; and

WHEREAS, Las Vegas currently owns 800 acre-feet of storage space in Storrie Lake and is a shareholder member of the Storrie Project Water Users' Association (SPWUA) ~~by virtue because~~ of its purchase of the "Franken" water rights; and

WHEREAS, the State of New Mexico procured a temporary, emergency water pre-treatment system for Las Vegas that will allow the water utility to directly use its water from Storrie Lake, as well as any additional water from the reservoir if it becomes available, ~~as possibly because~~ Storrie Lake is likely the only source of potable water for ~~its resident~~ Las Vegas water users; and

WHEREAS, it is possible that, under current conditions, water diverted into and available from Storrie Lake may be the only source of raw water, able to be treated, for Las Vegas' municipal water supply for its citizens and this fact creates an emergency for Las Vegas should this turn out to be the case; and

WHEREAS, Las Vegas, ~~contingent on~~ is anticipating that the State of New Mexico will provide Las Vegas the full payment for this lease of bulk water by the State of New Mexico, from Michael Quintana, as defined below, to fully protect its citizens;

WHEREAS, Las Vegas wishes to procure an additional emergency source of water while the Gallinas watershed continues to ~~yieldsupply only~~ highly degraded water ~~andcontaining~~ debris that will likely require multiple treatment actions ~~to provide treatable water under emergency conditions as by Las Vegas until~~ the watershed stabilizes; ~~and which could take many years;~~

WHEREAS, Las Vegas seeks to procure a two-year emergency lease ~~of the entire shareholder allotment off from~~ Michael Quintana, individually, and as Personal Representative of the Estate of Robert Quintana, deceased. ~~This Michael Quintana's share consists of in his interest in 998.8842 shares ("Shares") (such shares Shares shall entitle shareholder to divert allotted water on no less than 998.8842 acres). Accordingly, each share will yield for Las Vegas approximately one half acre-feet of water for use within the Las Vegas distribution system; provided, however, that the parties acknowledge and understand that the amount of water allotted to the Shares is determined by the SPWUA on an annual basis and that accordingly, no party makes any representation or warranty as to the quantity of water that SPWUA will allocate to the Shares; and~~

WHEREAS, this emergency lease is not intended to reduce the quantity of water available to the United States for its wildlife refuge or the amount of water available to any other shareholders of water rights in Storrie Lake.

## AGREEMENT FOR BULK WATER SALE THROUGH TWO YEAR LEASE

Michael Quintana, individually, and as Personal Representative for the Estate of Robert Quintana, deceased (Lessor) and City of Las Vegas (Lessee), collectively "parties," agree as follows:

1. Lease Year 1. Lessee leases the allotment for ~~Lessor's share of water from SPWUA~~ the Shares for the irrigation season of 2023 and such allotment ~~as~~ may be used by Lessee at any time from the date of execution of this Agreement through and including March December 31, ~~2024~~2023.

2. Lease Year 2. Lessee leases the allotment for ~~Lessor's share of water from SPWUA~~ the Shares for the irrigation season of 2024 and such allotment may be used by City at any time from April 2, 2024, through and including March December 31, ~~2025~~2024.

3. ~~Lessee will Michael Quintana pay be paid up to \$1 million per year for each lease year above subject to this paragraph 3 further conditions set out below~~ Lessee shall pay to Lessor an amount that equals \$1,000,000.00 ("Rent") per irrigation season for the right to have access to and use any and all water that is allotted for the Shares. Lessee will make payment to Lessor of the Rent in cash, cash equivalent, or electronic funds transfer in each irrigation season during the term of this lease within 45 days of Lessee taking first taking delivery of any any portion of Lessor's allotment from SPWUA water allocated for the Shares for such irrigation season. Lessee will take possession of this water at the existing outlet works for Las Vegas at Storrie Lake. Lessor will not be obligated to deliver the water to any other location. Lessee will have the right to take any of its leased bulk water from Storrie Reservoir at any time after it takes any portion of the leased bulk water during each ~~lease term year~~ irrigation season during the term of this lease. ~~Payment for this leased water will be calculated at \$2022 per acre-foot assuming . This payment amount assumes that no less than 6 inches per year would have been applied to Michael Quintana's previously irrigated land. This water will be allotted allocated to Las Vegas so While the parties agree to cooperate with one another so that at least 494.4 acre-foot of bulk water will be available to Lessee in any lease year a 6 inch allotment will be made in each irrigation season with respect to the Shares, no party makes any representation or warranty of any kind as to the quantity of water that will be allotted to the Shares in any irrigation season, it being understood that the SPWUA determines water allotments on an annual basis based on availability of water in Storrie Lake. If more than 6 inches / year is allotted, the Lessee will be entitled to receive delivery of all amounts allotted to Lessor with annual lease payments capped at \$1 million per year. For Lessee to make payment to Lessor, water must be delivered to Lessee in a manner satisfactory to Lessee and all Office of State Engineer (NMOSE) or other permitting requirements for use of the water in the Lessee's municipal system must be met. On or before March 31 of each year during the term of this lease, Lessor shall be responsible for providing written notice to Lessee of the amount of water allotted for the Shares for that irrigation season.~~

4. ~~No evaporative losses are deducted from the leased water prior to Las Vegas' taking it for use.~~



~~54. If there is enough water such that more than 6 inches / year would have been allocated to Michael Quintana the Lessee will be entitled to receive delivery of all amounts allocated to Lessor. However, the annual lease payments will be capped at \$1 million per year. Lessee will only make payments to Lessor, and Lessor will only be obligated to deliver water to Lessee, if water is delivered to Lessee in the manner proscribed by the Office of State Engineer (NMOSE) and if other permitting requirements for use of the water in the Lessee's municipal system are met. Provided, however, Lessee understands that this is "raw" untreated water and Lessee will not impose new or additional water quality standards for water delivered under the lease without approval of Lessor. Moreover, Lessee covenants and agrees to use all water allotted to the Shares by the last day in February following the year in which the SPWUA allotted water for the Shares.~~

~~5. Evaporative losses will be borne by Las Vegas in the same manner that those evaporative losses were previously calculated for Michael QuintanLessor aby the New Mexico State Engineer. However, Lessee will not be required to bear any carriage losses that were previously incurred by Lessor for delivery of water to his land.~~

~~6. All of the above recitals are incorporated into this Agreement as fully set forth herein.~~

~~67. Use by Lessee of leased water will be tracked daily and reported on the monthly loglogs provided to NMOSE. Copies of these records will not only be made available to the NMOSE, they will also be available to the Lessor and the Lessee.~~

~~78. Lessor makes no representations or guarantees as to the quality of water being provided to Lessee under this Agreement but agrees to work in good faith with Lessee. See paragraph 4 above.~~

~~8. — The contents of the~~9. This Lease Agreement, including the recitals, constitutes the entire written agreement between the parties and no oral or supplemental agreements may be used to modify its contents without a written agreement signed by both parties.

9. Nothing in this Agreement ~~is intended to waive~~waives Lessor's claims to compensation for the loss of any quantity of water not ~~diverted due to~~delivered as the result of the NMOSE keeping the canal heading gates closed or the NMOSE having the gates operated intermittently to capture higher quality water ~~or, nor does it waive any and~~ all claims associated with damages arising from the watershed fire and resulting flooding that was caused or exacerbated by the United States.

10. Nothing in this Agreement ~~is intended to waive~~s Las Vegas' claims to compensation for the loss of any quantity of water not diverted because of the fire or all claims associated with damages arising from the Gallinas watershed fire and resulting flooding that was caused by the United States.

11. ~~Nothing in this~~ This Agreement ~~will in any way~~ does not alter or affect the water rights of either party as determined in the Gallinas River Decree or as determined in any other legal determination of the rights of either of the parties.

12. Nothing in this Agreement ~~is intended to create~~ creates a precedent SPWUA for future bulk water purchases and/or use of the Storrie Intake Canal by ~~the City from SPWUA.~~ Las Vegas. This Emergency Water Lease is ~~due to be based upon~~ the conditions set forth in the above recitals above and ~~it is unknown if~~ neither party has any information as to whether such conditions will ~~apply~~ occur in the future.

13. This Agreement is contingent upon the following:

~~A. The State of New Mexico or the United States providing~~ provides sufficient funding to the City of Las Vegas to cover lease payments prior to lease payment due dates. Lessee does not agree to be responsible for payment of any amounts due under this Agreement unless

~~BA. If either the State of New Mexico or the United States has provided funding that may be used for this purpose. In the event the State of New Mexico or the United States has~~ not provided sufficient funding for the City of Las Vegas to make complete payment as set forth in Paragraphs 2 and 3, the parties must elect jointly agree that this lease shall be binding regardless of whether the State of New Mexico or the United States provides funding hereunder, shall make reasonable efforts to proceed on any provision for which utilizing the funding that has been provided by New Mexico and/or the United States.

B.

~~14.~~ This Agreement is contingent upon confirmation by Lessor that no permits are necessary for Las Vegas to use the bulk water, or issuance of such permits prior to Lessee taking delivery of water. No prior permit was necessary for Las Vegas to take possession of its prior 800 acre-feet. The Parties presume that will be the case here. If that is not the case, then the parties can make such other arrangements with the NMOSE as are necessary or available.

C.

~~15.~~ This Agreement is contingent upon a resolution from the SPWUA Board approving this Agreement. and approval by the City Council of Las Vegas.

14. Lessor may own, either directly or indirectly, shares in the SPWUA in addition to the Shares that are leased hereunder (such additional shares are referred to herein as the "Additional Shares"). The parties acknowledge and agree that nothing in this lease shall grant any rights or privileges to Lessee with respect to the Additional Shares including without limitation the allotment of water for the Additional Shares. Furthermore, nothing in this lease shall grant to Lessee (i) the right to vote, either in person or by proxy, the Shares, or (ii) to

otherwise exercise any rights or privileges as a shareholder in the SPWUA with respect to the Shares.

Date: \_\_\_\_\_

THE CITY OF LAS VEGAS, NEW MEXICO

By: \_\_\_\_\_  
(Name / title)

MICHAEL QUINTANA, INDIVIDUALLY,  
AND AS PERSONAL REPRESENTATIVE FOR THE  
ESTATE OF ROBERT QUINTANA, DECEASED

By: \_\_\_\_\_  
Michael Quintana

STORRIE PROJECT WATER USERS' ASSOCIATION

By: \_\_\_\_\_  
(Name / title)



## EMERGENCY WATER LEASE CONTRACT FOR BULK PURCHASE OF WATER

WHEREAS, as the result of the catastrophic Hermit's Peak/Calf Canyon fire, admittedly caused by the United States Forest Service, and the resulting flood damages from burn scar runoff in the Gallinas River watershed and other watersheds in the surrounding area, Las Vegas is in jeopardy of exhausting its limited water supply stored in its two existing reservoirs; and

**Comment [A1]:** Insert the City of

**Comment [A2]:** Insert ("Las Vegas")

WHEREAS, Las Vegas currently owns 800 acre-feet of storage space in Storrie Lake and is a shareholder member of the Storrie Project Water Users' Association (SPWUA) ~~by virtue because~~ of its purchase of the "Franken" water rights; and

WHEREAS, the State of New Mexico procured a temporary, emergency water pre-treatment system for Las Vegas that will allow the water utility to directly use its water from Storrie Lake, as well as any additional water from the reservoir if it becomes available, ~~as possibly because Storrie Lake is likely~~ the only source of potable water for ~~its resident~~ Las Vegas water users; and

**Comment [A3]:** Insert raw and delete potable

WHEREAS, it is possible that, under current conditions, water diverted into and available from Storrie Lake may be the only source of raw water, able to be treated, for Las Vegas' municipal water supply for its citizens and this fact creates an emergency for Las Vegas should this turn out to be the case; and

WHEREAS, Las Vegas ~~contingent on is anticipating that the State of New Mexico will provide Las Vegas the full payment for this lease of bulk water by the State of New Mexico, from Michael Quintana, as defined below, to fully protect its citizens~~

**Comment [A4]:** Las Vegas has not secured funding so this contingency needs to be addressed

**Comment [A5]:** Highlight paragraph

WHEREAS, Las Vegas wishes to procure an additional emergency source of water while the Gallinas watershed continues to yield supply only highly degraded water ~~and containing debris that will likely require multiple treatment actions to provide treatable water under emergency conditions as by Las Vegas until the watershed stabilizes; and which could take many years~~

WHEREAS, Las Vegas seeks to procure a two-year emergency lease ~~of the entire shareholder allotment of~~ from Michael Quintana, individually, and as Personal Representative of the Estate of Robert Quintana, deceased. ~~This Michael Quintana's share consists of in his interest in 998.8842 shares ("Shares") (such shares Shares shall entitle shareholder to divert allotted water on no less than 998.8842 acres).~~

**Comment [A6]:** Insert The water rights allotted to the shares are SP-341 (insert OSE file #s). Our records show Robert Quintana or his estate own SP-341-17 with 476.3 diversion acre feet, and SP-341019 with 18.1 acres and 36.2 diversion acre feet. There is significant reduction in the quantity of acre-feet CLV expected for the same price.

**Comment [A7]:** Insert new paragraph:  
Accordingly, each share will yield for Las Vegas approximately one half acre-feet of water for use within the Las Vegas distribution system; provided, however, that the parties acknowledge and understand that the amount of water allotted to the Shares is determined by the SPWUA on an annual basis and that accordingly, no party makes any representation or warranty as to the quantity of water that SPWUA will allocate to the Shares; and

**Comment [A8]:** Insert new paragraph:  
WHEREAS, this emergency lease is not intended to reduce the quantity of water available to the United States for its wildlife refuge or the amount of water available to any other shareholders of water rights in Storrie Lake.

## AGREEMENT FOR BULK WATER SALE THROUGH TWO YEAR LEASE

Michael Quintana, individually, and as Personal Representative for the Estate of Robert Quintana, deceased (Lessor) and City of Las Vegas (Lessee), collectively "parties," agree as follows:

1. Lease Year 1. Lessee leases the allotment for ~~Lessor's share of water from SPWUA the Shares~~ for the irrigation season of 2023 and such allotment ~~as~~ may be used by Lessee at any time from ~~the date of~~ execution of this Agreement through ~~and including March December 31, 2024~~ 2023.

2. Lease Year 2. Lessee leases the allotment for ~~Lessor's share of water from SPWUA the Shares~~ for the irrigation season of 2024 and such allotment may be used by City at any time from April 2, 2024, through ~~and including March December 31, 2025~~ 2024.

3. ~~Lessee will Michael Quintana pay be paid up to \$1 million per year for each lease year above subject to this paragraph 3 further conditions set out below. Lessee shall pay to Lessor an amount that equals \$1,000,000.00 ("Rent") per irrigation season for the right to have access to and use any and all water that is allotted for the Shares. Lessee will make payment to Lessor of the Rent in cash, cash equivalent, or electronic funds transfer in each irrigation season during the term of this lease within 45 days of Lessee taking first taking delivery of any any portion of Lessor's allotment from SPWUA water allocated for the Shares for such irrigation season. Lessee will take possession of this water at the existing outlet works for Las Vegas at Storrie Lake. Lessor will not be obligated to deliver the water to any other location. Lessee will have the right to take any of its leased bulk water from Storrie Reservoir at any time after it takes any portion of the leased bulk water during each lease term year irrigation season during the term of this lease. Payment for this leased water will be calculated at \$2022 per acre foot assuming . This payment amount assumes that no less than 6 inches per year would have been applied to Michael Quintana's previously irrigated land. This water will be allotted allocated to Las Vegas so While the parties agree to cooperate with one another so that at least 494.4 acre feet of bulk water will be available to Lessee in any lease year a 6 inch allotment will be made in each irrigation season with respect to the Shares, no party makes any representation or warranty of any kind as to the quantity of water that will be allotted to the Shares in any irrigation season, it being understood that the SPWUA determines water allotments on an annual basis based on availability of water in Storrie Lake. If more than 6 inches / year is allotted, the Lessee will be entitled to receive delivery of all amounts allotted to Lessor with annual lease payments capped at \$1 million per year. For Lessee to make payment to Lessor, water must be delivered to Lessee in a manner satisfactory to Lessee and all Office of State Engineer (NMOSE) or other permitting requirements for use of the water in the Lessee's municipal system must be met. On or before March 31 of each year during the term of this lease, Lessor shall be responsible for providing written notice to Lessee of the amount of water allotted for the Shares for that irrigation season.~~

4. ~~No evaporative losses are deducted from the leased water prior to Las Vegas' taking it for use.~~

**Comment [A9]:** Las Vegas does not agree to evaporation losses after its allotment unless other SPWUA users suffer evaporation losses.

54. ~~If there is enough water such that more than 6 inches / year would have been allocated to Michael Quintana the Lessee will be entitled to receive delivery of all amounts allocated to Lessor. However, the annual lease payments will be capped at \$1 million per year. Lessee will only make payments to Lessor, and Lessor will only be obligated to deliver water to Lessee, if water is delivered to Lessee in the manner proscribed by the Office of State Engineer (NMOSE) and if other permitting requirements for use of the water in the Lessee's municipal system are met. Provided, however, Lessee understands that this is "raw" untreated water and Lessee will not impose new or additional water quality standards for water delivered under the lease without approval of Lessor. Moreover, Lessee covenants and agrees to use all water allotted to the Shares by the last day in February following the year in which the SPWUA allotted water for the Shares.~~

5.

6. All of the above recitals are incorporated into this Agreement as fully set forth herein.

67. Use by Lessee of leased water will be tracked daily and reported on the monthly ~~log logs~~ provided to NMOSE.

78. Lessor makes no representations or guarantees as to the quality of water being provided to Lessee under this Agreement but agrees to work in good faith with Lessee. See paragraph 4 above.

~~8. The contents of the~~9. This Lease Agreement, including the recitals, constitutes the entire written agreement between the parties and no oral or supplemental agreements may be used to modify its contents without a written agreement signed by both parties.

9. Nothing in this Agreement ~~is intended to waive~~waives Lessor's claims to compensation for the loss of any quantity of water not ~~diverted due to~~delivered as the result of the NMOSE keeping the canal heading gates closed or ~~the NMOSE having the gates operated intermittently to capture higher quality water or, nor does it waive any and~~ all claims associated with damages arising from the watershed fire and resulting flooding that was caused or exacerbated by the United States.

10. Nothing in this Agreement ~~is intended to waive~~ Las Vegas' claims to compensation for the loss of any quantity of water not diverted because of the fire or all claims associated with damages arising from the Gallinas watershed fire and resulting flooding that was caused by the United States.

11. ~~Nothing in this~~This Agreement ~~will in any way does not~~ alter or affect the water rights of either party as determined in the Gallinas River Decree ~~or as determined in any other legal determination of the rights of either of the parties.~~

12. Nothing in this Agreement ~~is intended to create~~creates a precedent SPWUA for future bulk water purchases and/or use of the Storrie Intake Canal by ~~the City from SPWUA. Las~~

**Comment [A10]:** Insert paragraph: Evaporative losses will be borne by Las Vegas in the same manner that those evaporative losses were previously calculated for Michael Quintana, Lessor, by the New Mexico State Engineer. However, Lessee will not be required to bear any carriage losses that were previously incurred by Lessor for delivery of water to his land.

**Comment [A11]:** Insert sentence: Copies of these records will not only be made available to the NMOSE, they will also be available to the Lessor and the Lessee.



Vegas. This Emergency Water Lease is ~~due to~~based upon the conditions set forth in the above recitals ~~above~~ and ~~it is unknown if~~neither party has any information as to whether such conditions will ~~apply~~occur in the future.

13. This Agreement is contingent upon the following:

A. ~~The State of New Mexico or the United States providing~~provides sufficient funding to the City of Las Vegas to cover lease payments prior to lease payment due dates. Lessee does not agree to be responsible for payment of any amounts due under this Agreement unless

BA. ~~If either the State of New Mexico or the United States has provided funding that may be used for this purpose. In the event the State of New Mexico or the United States has~~have not provided sufficient funding for the City of Las Vegas to make complete payment as set forth in Paragraphs 2 and 3. The parties must elect jointly agree that this lease shall be binding regardless of whether the State of New Mexico or the United States provides funding hereunder, shall make reasonable efforts to proceed on any provision for which utilizing the funding that has been provided by New Mexico and/or the United States.

**Comment [A12]:** Highlighted sentences: Because funding has not been secured, this language must be discussed.

B.  
~~14.~~ This Agreement is contingent upon confirmation by Lessor that no permits are necessary for Las Vegas to use the bulk water, or issuance of such permits prior to Lessee taking delivery of water. ~~No prior permit was necessary for Las Vegas to take possession of its prior 800 acre-feet. The Parties presume that will be the case here. If that is not the case, then the parties can make such other arrangements with the NMOSE as are necessary or available.~~

**Comment [A13]:** Insert after upon: issuance by the OSE to Lessee and Lessor of any permits necessary for Las Vegas to use the bulk water.

**Comment [A14]:** Delete: confirmation by Lessor that no permits are necessary for Las Vegas to use the bulk water, or issuance of such permits prior to Lessee taking delivery of water. No prior permit was necessary for Las Vegas to take possession of its prior 800 acre-feet. The Parties presume that will be the case here. If that is not the case, then the parties can make such other arrangements with the NMOSE as are necessary or available.

C.  
~~15.~~ This Agreement is contingent upon a resolution from the SPWUA Board approving this Agreement: and approval by the City Council of Las Vegas.

14. ~~Lessor may own, either directly or indirectly, shares in the SPWUA in addition to the Shares that are leased hereunder (such additional shares are referred to herein as the "Additional Shares"). The parties acknowledge and agree that nothing in this lease shall grant any rights or privileges to Lessee with respect to the Additional Shares including without limitation the allotment of water for the Additional Shares. Furthermore, nothing in this lease shall grant to Lessee (i) the right to vote, either in person or by proxy, the Shares, or (ii) to otherwise exercise any rights or privileges as a shareholder in the SPWUA with respect to the Shares.~~

Date: \_\_\_\_\_

THE CITY OF LAS VEGAS, NEW MEXICO

By: \_\_\_\_\_  
(Name / title)

MICHAEL QUINTANA, INDIVIDUALLY,  
AND AS PERSONAL REPRESENTATIVE FOR THE  
ESTATE OF ROBERT QUINTANA, DECEASED

By: \_\_\_\_\_  
Michael Quintana

STORRIE PROJECT WATER USERS' ASSOCIATION

By: \_\_\_\_\_  
(Name / title)