



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Mayor David Romero

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
January 10, 2024–Wednesday– 5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

AGENDA

*City Council Meetings are
Available via YouTube*

https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. NOMINATION OF MAYOR PRO TEM**
- VII. 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.)**
- VIII. MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
- IX. COUNCILORS' REPORTS**
- X. CITY MANAGER'S REPORT**
- XI. APPROVAL OF MINUTES (December 13th and December 20th, 2023)**

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Vacant
Councilor Ward 4

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

- Presentation by Sunny 505 giving an update on what has been completed, what is currently being worked on and how Las Vegas is being marketed.

XIII. 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 #3 to Contract #3717-21 with James, Cooke & Hobson, Inc. for flight pump maintenance services.

Maria Gilvarry, Utilities Director RFP 2021-11 was awarded on 3/11/21 and Agreement #3717-21 was signed on 3/11/21. The extended term of this agreement will be for 1 year.

2. Request approval of Addendum #3 to Contract #3721-21 with AGM Konstruction & Environmental Services, Inc. for hazardous material clean up services.

Maria Gilvarry, Utilities Director RFP 2021-13 was awarded on 3/10/21 and Agreement #3721-21 was signed on 3/19/21. The extended term of this agreement will be for 1 year.

3. Request approval to formally open up negotiations with the Las Vegas Police Officer's Association (LVPOA).

Darlene Arguello, HR Director The LVPOA has formally requested to open negotiations for a successor full collective bargaining agreement for the 2024 year in accordance with Section 44 - Terms of Agreement of the LVPOA Collective Bargaining Agreement.

XIV. BUSINESS ITEMS

1. Conduct a Public Hearing and request adoption of Ordinance No. 24-05 amending the Official Zoning Map from an R-A (Residential Agricultural Zone) to a C-3 (General Commercial Zone) for property located at 2446 N. Grand Avenue, Las Vegas, NM 87701.

Lucas Marquez, Community Development Director The property owner, Mr. Joseph Rivera is requesting that his property be rezoned. On September 25, 2023, Planning and Zoning Board recommended approval of the zone change from an RA zone to a C3 zone.

2. Request approval to accept edits to the Samaritan House contract.

Lucas Marquez, Community Development Director The CD department was approached by George Lyon, Executive Director of Samaritan House requesting amendments to the contract due to higher homeless population and money constraints.

3. Request approval to reconstruct the Community Development Department/Transportation Division Organizational Chart by adding a Transit Supervisor position.

Darlene Arguello, HR Director As per the recent audit compliance review that was conducted, the lack of this position was of high concern and highly recommended that it be brought back. As per the Municipal Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

4. Request approval of Resolution No. 24-01 accepting a grant offer administered by the New Mexico Department of Transportation (NMDOT) Aviation Division.

Arnold Lopez, Public Works Director The grant is to purchase a mower for the City of Las Municipal Airport in the amount of \$160,000.00.

5. Request approval to award RFB 2024-10, Las Vegas Airport Airfield lighting and Signage project to Electric Horseman in the amount of \$126,360.46, excluding NMGRT.

Arnold Lopez, Public Works Director The RFB was advertised in the Albuquerque Journal, Optic and City's website on September 29, 2023. There was only one bidder, Electric Horseman.

6. Request approval of Addendum #1 to Contract #3951-23 with Souder Miller & Associates (SMA) for professional engineering services for the water distribution system.

Maria Gilvarry, Utilities Director RFP 2023-05 was awarded on 3/29/23 and Agreement #3951-23 was signed on 3/29/23. The extended term of this agreement will be for 1 year.

7. Request approval of Addendum #1 to Contract #3948-23 with (SMA) Operations LLC for water and waste water treatment plant management.

Maria Gilvarry, Utilities Director RFP 2023-04 was awarded on 3/08/23 and Agreement #3948-23 was signed on 3/8/23. The extended term of this agreement will be for 1 year.

8. Request approval of a Professional Services Agreement for Consulting Services with ARCH Consulting not to exceed \$60,000.00.

Tim Montgomery, Interim City Manager Four quotes were solicited with only one (1) written bid received and three (3) no bids. This bid meets the requirements and qualifications to provide the consulting services needed for the City of Las Vegas.

9. Request approval of a Professional Contract with City Clerk, Casandra Fresquez through December 31, 2025.

Mayor David Romero As per Municipal Charter, Section 5.05 City Clerk; C. The Governing Body shall enter into a contract with the City Clerk which shall establish, among other matters, compensation, benefits, duties and responsibilities. Current professional contract expires March 15, 2024.

10. Discussion of hiring a Police Chief and Review of applications submitted by five (5) applicants.

Mayor David Romero As per Municipal Charter, Section 5.06, Chief of Police; B. The Mayor shall provide a list of not less than two (2) qualified candidates for the position of Chief of Police for the Council to review. The Council Shall select a Chief of Police from the two candidates provided by Mayor.

XV. EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H) (2) Limited personnel matters:, Discussion on renewing the City Clerk's Professional Contract and Discussion and Review of applications submitted for Police Chief.

Pursuant to NMSA 1978, Section 10-15-1(D), (I), the Council may convene in a closed session upon motion of any Councilor and majority vote of the Council. Any closed session shall be limited to only those subjects announced prior to the vote to convene a closed session and those subjects properly placed on the agenda, thereby affording the general public notice of the subjects to be discussed. No votes shall be taken in closed session.

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

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, DECEMBER 13, 2023 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: David Romero

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

ALSO PRESENT: Leo Maestas, City Manager
Casandra Fresquez, City Clerk
Caleb Marquez, Sergeant at Arms

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri asked for a moment of silence for all the City employees, residents and those who have passed away.

APPROVAL OF AGENDA

Mayor Romero asked that they postpone the presentation by Recreation Director Arturo Padilla regarding events and programs.

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

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

Jose Maestas spoke about City Manager Maestas' extraordinary dedication. Mr. Maestas discussed when City Manager Maestas worked in the Office of Emergency Management during the COVID pandemic. Mr. Maestas also discussed how City Manager Maestas was out all hours of the night during the fire and flooding to ensure the water was not contaminated or the water wouldn't flood the City.

Ken Ulibarri spoke about small businesses that closed during the pandemic and the City Charter being amended. Mr. Ulibarri advised that the public is losing their confidence in City Government and if they have a plan to bring in other businesses since others have closed. Mr. Ulibarri advised that the streets are in horrible shape and in need of improvements and also asked if the water rates would be decreasing since the gas rates were decreasing.

Mayor Romero advised Mr. Ulibarri that he could schedule a meeting with the City Manager and himself to discuss the issues that he mentioned.

Lawrence Arellanes spoke about businesses closing in Las Vegas and asked why the City is hiring people from other places to run the Water Treatment Plant when there is a University with a Water Treatment program. Mr. Arellanes advised that the streets are in need of improvements.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Romero advised that the Police Chief position would be posted until the 29th and HR stated they had one applicant. Mayor Romero advised that he would work with HR Director Arguello on conducting interviews. Mayor Romero advised that he was asked by Finance Director Tim Montgomery to be present during an exit interview for the audit and asked if one other Councilor would join him tomorrow at 3:30 pm.

COUNCILORS' REPORTS

Councilor Casey advised that she had several requests from residents on the 1200 block of 7th Street regarding their water bill being higher than normal and asked that the City check the lines in the area to make sure there is not a leak on the City side. Councilor Casey advised that most of them have had their properties checked for water leaks and they didn't have any but their water bill continues to grow. Councilor Casey asked City Manager Maestas if he followed up with the Litherlands in regards to the property.

City Manager Maestas advised that there was no direction that the Litherlands gave, and that they were contributing money towards the memorial for their family.

Councilor Casey advised that the area where the Litherland property is located used to be in Councilor Montoya's ward, which is now in her ward. Councilor Casey advised that he took the liberty of talking to people in that area and asked them how they felt about the food truck park. Councilor Casey advised that the City did receive a petition from people in that area saying they did not want a food truck park. Councilor Casey advised that she hoped they would honor those residents' requests to not have food trucks there. Councilor Casey advised that maybe they could find a more adequate place for food trucks. Councilor Casey asked about the Samaritan House contract and issues that Mr. Lyon had regarding the contract.

City Manager Maestas advised that Community Development Director Lucas Marquez met with Mr. Lyon and he chose to sign the contract but he hasn't spoken with him.

Councilor Casey asked if all Legislative requests had been approved by DFA.

City Manager Maestas advised that they were all in the CPMS system.

Councilor Ulibarri thanked all City employees and City Manager Maestas for doing a good job on the Riverwalk and around the city and advised that they were donated \$50,000 from T-Mobile.

CITY MANAGER'S REPORT

City Manager Maestas discussed the following;

- Welcomed new staff to the City of Las Vegas
- NALEO Training update

Councilor Casey discussed the San Miguel Family and Community Health Council having a listing of every healthcare provider in the city and surrounding areas. Councilor Casey advised that it needed to be updated for this year and asked that the City work with the previous Coordinator. Councilor Casey advised that there was also a Prescription Trails booklet that shows every park in the city and other valuable information.

Mayor Romero thanked Commissioner Garcia and the County.

City Manager Maestas discussed the following;

- Project updates
 - Great Blocks phase 2
 - El Creston Road project
 - Senior Center Parking redesign
 - Legion Drive road project-winter suspension
 - University Ave. project
 - Independence Ave-waterline replacement completed
 - Hot Springs-Waterline replacement (NMDOT permit approved)
 - Mid-year budget hearings with departments
- Holiday Events

Mayor Romero thanked Public Works Director Arnold Lopez and his staff for getting power in the Riverwalk area for the light displays. Mayor Romero also thanked all the organizations, businesses and community members who participated. Mayor Romero advised that Councilor Montoya also set up his display and spent \$500 on extension cords. Mayor Romero thanked Events Planner Charles Griego for helping to coordinate where the displays would go.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes from November 15, and November 22, 2023. Councilor Ulibarri seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

PRESENTATIONS

Utilities Director Maria Gilvarry gave a lengthy presentation regarding water quality, regulations that relate to the water system, how often the water is sampled and monitored, public notices related to notice of violations, NMED procedures for violations and what to expect in the future. Utilities Director Gilvarry advised that public notices are for transparency by keeping the public informed on the water quality and so the public could make decisions on consuming the water. Utilities Director Gilvarry advised that they document the cause and severity of the violation and what is being done to address it. Utilities Director Gilvarry advised that the notices do go through NMED and EPA and if the water is unsafe to drink they are required to issue a boil advisory.

Mayor Romero asked for Utilities Director Gilvarry to clarify who does the specific monitoring of the water.

Utilities Director Gilvarry advised they have data loggers that collect all the results which is done by equipment, City staff reviews it, does the compilation and reporting and Souder Miller is the manager of the facility so they oversee the monthly reports. Utilities Director Gilvarry advised that Souder Miller and herself both sign off on the reports and provide them to the state.

Mayor Romero asked if Utilities Director Gilvarry was overseeing the data 100% of the time.

Utilities Director Gilvarry advised that everything that is reported to the state goes through her office for a final review. Utilities Director Gilvarry advised people could access data from Drinking Water Watch. Utilities Director Gilvarry advised as a result of the fire the total organics and total trihalomethane increased. Utilities Director Gilvarry advised that they are working on a brand new water treatment system and until then the plant will have turbidity, total organic and total trihalomethane issues until they could address it with enhanced coagulation or

the new water treatment plant. Utilities Director Gilvarry stated that she drinks the water every morning in her coffee and is safe to drink, if it's ever unsafe to drink she will announce a boil advisory. Utilities Director Gilvarry advised that almost every staff member put in 80 hours in one week including Souder Miller and City staff. Utilities Director Gilvarry told the public to feel free to contact her at (505) 454-3832 with any questions they may have.

Mayor Romero advised that he had asked City Manager Maestas to get an assurance from the Environment department regarding the last public notice that had gone out. Mayor Romero asked if the Environment department has a quarterly audit that they could give to the public.

Utilities Director Gilvarry advised there are hundreds of violations statewide and advised that the state does put out all the notices of violations but they don't put out reports or audits.

Mayor Romero asked to get the assurance from the Environment department that our water is safe to drink because the public does not feel safe with the Governing Body or with what is coming out from Utilities.

City Manager Maestas advised that he spoke with Joe Martinez from the Drinking Water Board and expressed the City's concerns. City Manager Maestas advised that Mr. Martinez stated that their board would come up with some type of supporting document that states that the City is in constant communication with them.

Utilities Director Gilvarry advised until there is no turbidity, total organic and total trihalomethane issues they will get violations every 3 months.

Mayor Romero asked who receives the violations .

Utilities Director Gilvarry advised that it gets emailed directly to her and the Environment department calls her. Utilities Director Gilvarry advised that the violations have always been addressed to the Utilities Director but she will make sure to forward it to the City Manager and stated that she notifies him to let him know there will be a public notice coming out.

CONSENT ITEMS

City Clerk Fresquez read the Consent Agenda (1-4) into the record as follows:

1. Request approval of Addendum #3 for Contract #3710-21 with D.A.G. Enterprises of N.M. for diesel maintenance and repair for the City of Las Vegas.
2. Request to donate a 2011 white ford ranger hot shot truck to the City of Santa Rosa Campos Senior Center.
3. Request approval of Memorandum of Understanding (MOU) between San Miguel County and Las Vegas Senior Center Program.
4. Request approval of MOU between San Miguel County and Las Vegas Senior Center Program for the San Miguel Senior Center.

Councilor Casey made a motion to approve the Consent Agenda (1-4). Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Barbara Casey	Yes
David Romero	Yes		

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

1. Discussion and Action on helping fund the New Mexico Counties Annual Summer conference to be held on June 17-21, 2024 in Las Vegas.

Chairman Harold Garcia advised that the County would be hosting the New Mexico Counties Annual Summer conference in 2024. Chairman Garcia advised it would not be possible without the support from the local Governing Body and the schools. Chairman Garcia advised the conference would be hosted at New Mexico Highlands University and they anticipate between 500-600 people to come to the conference. Chairman Garcia advised there was a requirement from the county to be able to host it by coming up with funding of about \$60,000 for an equipment

rodeo and a dinner reception. Chairman Garcia advised that they will need help with street cleaning, marketing, local businesses will need to be prepared and restaurants will need to host breakfasts, lunches and dinners.

Councilor Casey advised that she’s been to the equipment rodeo and she loved it.

Councilor Ulibarri asked if there was a committee that was working on the conference.

Chairman Garcia advised yes, there is a committee through the County.

Mayor Romero advised that he had asked Finance Director Tim Montgomery to look into the fiscal impacts of the budget.

Finance Director Montgomery discussed a rough estimate if they invest in the \$30,000. Finance Director Montgomery advised that he estimated about \$16 to \$18,000 in grt and that would leave about \$12 to \$15,000 of unbudgeted funds from the cash balance.

Mayor Romero asked if they could find the \$30,000 in the budget.

Finance Director Montgomery advised that it would have to come out of the cash balance because it was not a budgeted amount.

Councilor Casey made a motion to approve the request of the County to help fund \$30,000. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David Romero	Yes
David Ulibarri	Yes		

City Clerk Fresquez advised the motion carried.

Chairman Garcia advised that he would have a disco made with the City logo on it and given to a participant at the rodeo.

- 2. Request approval to enter into an Encroachment Agreement with Mesa Financial of Las Vegas, Inc.

Community Development Director Marquez advised that the City was approached by Phil Warfield in reference to 1102 Lincoln Avenue that had an eave that hangs over the property line onto City property.

Councilor Casey made a motion to enter into an Encroachment Agreement with Mesa Financial of Las Vegas, Inc. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

David Romero	Yes	Barbara Casey	Yes
David Ulibarri	Yes		

City Clerk Fresquez advised the motion carried.

- 3. Request to change the Museum Organizational Chart replacing the two (2) Museum Clerk Part-Time positions to one (1) Museum Clerk Full-Time position.

City Manager Maestas advised its been hard to find applicants and advised that Finance Director Montgomery would provide the fiscal impact.

Finance Director Montgomery discussed the two part time positions being 18 hours per pay period and if they merge the two positions it would be 36 hours that was already budgeted including the salary and tax. Finance Director Montgomery advised if they have a full time position that would have an additional 4 hours per pay period and the position would become benefit eligible. Finance Director Montgomery advised that the salary impact would be \$2,665 and the benefits would be \$5,316 for a total of \$7,982 which could come out of the current budget from salary savings or supply and equipment.

Mayor Romero discussed the importance of Council knowing the fiscal impact and asked how many employees they currently had.

Community Services Director Wanda Salazar advised that they would be going from five person positions down to four.

Mayor Romero asked if the Museum was open.

Community Services Director Salazar advised that it was.

Mayor Romero asked how many days a week the Museum is open.

Community Services Director Salazar advised that it's open Tuesday through Saturday but they will be going into winter hours from Tuesday through Friday from 8 am - 5 pm.

Mayor Romero asked how many visitors they get on a weekly or monthly basis.

Community Services Director Salazar advised that she gives City Manager Maestas a monthly report and advised that the month of November was low due to plumbing issues but they had about 61 visitors. Community Services Director Salazar further advised that last month they had about 218 visitors and from July to November they had about 718 visitors.

Councilor Casey made a motion to replace the two (2) Museum Clerk Part-Time positions on the organizational chart to one (1) Museum Clerk Full-Time position. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Barbara Casey	Yes
David Romero	Yes		

City Clerk Fresquez advised the motion carried.

4. Discussion/Direction on the Ray Herrera property located next to the Las Vegas Police Station (318 Moreno Street).

Mayor Romero advised that it was brought to his attention that Ray Herrera and his brother had purchased the property next to the Police department. Mayor Romero advised that Mr. Herrera thought of starting a business but he was asked to consider the City having a discussion on either purchasing or leasing the property.

Mayor Romero advised that it is in the Masterplan to create more parking in the area.

John Herrera advised that he and his brother, Ray thought it would be right to bring it to the City's attention to possibly expand the parking lot for the Police department, or they could bring a small business.

Councilor Casey advised that the piece of property is valuable and thanked Mr. Herrera for bringing it to the attention of the City.

Mr. Herrera advised that they could make a covered parking area for personal or City vehicles or a staging area during the fiestas.

Mayor Romero advised when talking with his brother he was looking at a lease. Mayor Romero asked if they were open to possibly a purchase. Mayor Romero asked Council if it was okay for the City Manager and himself to proceed with the discussions.

Mr. Herrera advised that they were open to whatever, but they would have to have that discussion with Ray as he was unable to make tonight's meeting.

Councilor Casey recommended that Mayor Romero, City Manager and the Finance Director meet with both Mr. John Herrera and Ray Herrera to discuss if they want to lease or sell the property and to see if the City can afford to buy it.

Councilor Ulibarri advised that was fine with him because it could benefit the City.

Mayor Romero advised that there were requirements as a government entity that they would need to look at. Mayor Romero asked for a motion to give direction to the City Manager and himself to proceed with discussions with the Herrera family.

Councilor Casey made a motion to give direction to the City Manager and himself to proceed with discussions with the Herrera family. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David Romero	Yes
David Ulibarri	Yes		

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

Councilor Casey 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, Discussion regarding the City Manager. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	David Romero	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

Councilor Casey 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, Discussion regarding the City Manager, and no action was taken. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David Ulibarri	Yes
David Romero	Yes		

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION ACTION ITEM

1. Direction/Action regarding the City Manager.

Councilor Casey made a motion to terminate the City Manager. Councilor Romero seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	No	Barbara Casey	Yes
David Romero	Yes		

City Clerk Fresquez advised the motion carried.

Mayor Romero advised they can't take away the good that Mr. Maestas has done but moving forward it would give the Mayor the opportunity to create his or her team.

BUSINESS ITEMS (continued)

5. Discussion/Direction and Possible Action on appointing a qualified elector to fill the Mayor's position.

Mayor Romero advised there was consultation from the Secretary of State's office, legal from the New Mexico Municipal League and also from the City's legal attorney. Mayor Romero advised that the opportunity of having a special election was not possible and the Governing Body must appoint a Mayor.

Councilor Casey advised that David Romero was the Mayor Pro Tem and the City Charter allows and requires the Mayor Pro Tem to take over the position of Mayor when there is a resignation, or the Mayor leaves for illness. Councilor Casey advised that during the last few weeks that David Romero's been acting Mayor, she saw a lot of positive changes taking place, a lot of forward movement in the City and thinks he could continue to do that work. Councilor Casey advised that she thought he would do a good job as Mayor. Councilor Casey advised that his heart is in the community and she heard comments from people that live in his

ward that they are very happy with him as Councilor and the work he has done. Councilor Casey advised that he continues to do extra work as acting Mayor.

Councilor Casey made a motion to appoint David Romero as the next Mayor until the term of 2025.

Mayor Romero thanked Councilor Casey and advised that being Mayor for this community is difficult and it takes a lot of time. Mayor Romero advised that moving forward they need to build relationships and accountability. Mayor Romero advised that he's willing to accept and give up his seat of four years to try and move the community forward. Mayor Romero advised that if he can't better the community in two years as Mayor then he's wasting his time spending four years as a Councilor. Mayor Romero thanked Councilor Casey for her comments and gladly accepted his appointment as Mayor.

Councilor Ulibarri seconded the motion.

Councilor Casey stated that she knows David Romero would do the best that he can to ensure that the city moves forward in a positive manner. Councilor Casey advised that Councilor Ulibarri and herself were open to working with him in that position and it was unfortunate that Councilor Montoya was unable to be there and hoped that everyone was safe in his home.

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

David Ulibarri	Yes	Barbara Casey	Yes
David Romero	Abstained		

City Clerk Fresquez advised the motion carried.

Councilor Casey asked if Mayor Romero would be sworn in.

City Clerk Fresquez advised that he was already sworn in.

Mayor Romero advised that he would have a formal swearing in with his family at a later time.

ADJOURN

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

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 7:37 pm.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, DECEMBER 20, 2023 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: David Romero

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

ALSO PRESENT: Tim Montgomery, Interim City Manager
Casandra Fresquez, City Clerk
Caleb Marquez, Sergeant at Arms

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey asked for a moment of silence to thank our creator for all the good things that he has given us and especially for giving them wonderful employees that are willing to put in extra time and work extra hard for the citizens in the community to make the community better.

APPROVAL OF AGENDA

Mayor Romero asked if they could table the Nomination of Mayor Pro Tem for next month since Councilor Uilbarri was absent.

Councilor Casey made a motion to approve the agenda with the proviso that they table Item Six for the January meeting. Councilor Montoya seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

City Clerk Fresquez advised there was no public input.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Romero welcomed Tim Montgomery and thanked him for stepping in. Mayor Romero advised that Robert Archuleta and himself met with the Governor on Monday in Santa Fe. Mayor Romero advised that the meeting was to welcome him as Mayor of the City of Las Vegas. Mayor Romero advised that they also mentioned some of their Capital Outlay requests to the Governor. Mayor Romero thanked the Fire department for their efforts and also the Police department for assisting in saving one of their citizens in the fire on W. National Street. Mayor Romero advised that the City of Las Vegas would not survive without the grateful employees that they have. Mayor Romero recognized the Public Works department for getting the city ready for Christmas, for going above and beyond for the Luces en el Rio event and for clearing the roads during the snowstorm. Mayor Romero along with the Council provided the Public Works staff with Certificates of Recognition. Mayor Romero advised that they are looking at recognizing employees from each department every month to show they are appreciative of what they do.

COUNCILORS' REPORTS

Councilor Casey advised that people sometimes don't understand how hard the employees work, especially those out in the cold weather late at night working long hours. Councilor Casey thanked the following; the Utilities department for finding water leaks and gas issues on 7th Street, the Public Works department for fixing the lights on the southside of Bridge Street, the Interim Police Chief for helping with an elderly woman, the IT department for getting the Tyler System

working again and the Fire department for handling the fire next to the church. Councilor Casey advised that they have a lot of wonderful employees and was truly grateful that they have great employees who do their job with desire and urgency to make Las Vegas a better place to live.

Councilor Montoya wished everyone a Merry Christmas and a Happy New Year and apologized for not being there for the last meeting. Councilor Montoya advised that he had an emergency at home and thanked everyone for their prayers. Councilor Montoya advised that eight months ago he had reported the house on W. National Street to the previous City Manager and that it was a nuisance, there were people going into the house that shouldn't have been in there and another time there was a vehicle that caught on fire in the backyard. Councilor Montoya advised that he had asked that the property be fenced off and it never was, he asked for it to be boarded up and it was only partially boarded up.

Councilor Montoya advised that he asked to move towards abatement and knows that Code Enforcement, Police Chief and Fire Chief did their job on trying to come to a solution regarding the property. Councilor Montoya mentioned that it was only a matter of time that there be a fire, a rape, a murder or an overdose in that house. Councilor Montoya stated that they need to be more proactive with situations like that and thanked the Fire and Police departments for responding to the fire. Councilor Montoya stated that the fire was preventable and staff was notified about it. Councilor Montoya advised that the project on Legion Drive was suspended until March or April due to the weather.

Councilor Montoya recommended Interim City Manager, Mayor and Council to start the process of revising the City Charter to comply with the New Mexico State Statute and the new election process. Councilor Montoya advised that the existing Charter was outdated in many areas and wasn't sure if the whole document should be changed or certain areas. Councilor Montoya advised that the changes would need the input from Mayor and Council, City Attorney and the City Clerk. Councilor Montoya advised they should also hold public meetings along with staff and City Attorney present for explanations and review of all changes.

Mayor Romero advised that he agreed with Councilor Montoya regarding his request of the Charter but advised that they should wait to see about a permanent City Manager.

Councilor Montoya advised that they have two years until the next election but there is a lot that needs to be revised and they need to make sure they take their time and do it right.

POLICE CHIEF'S REPORT

Interim Police Chief Caleb Marquez gave a detailed presentation regarding the statistics for the Month of November on the following:

- Field Operations Division (patrol) calls
- Communications Division (Dispatch) calls
- Animal Care Center updates
 - Dogs (97)
 - Feline (30)
 - Dogs Adoptions (9)
 - Cats Adoptions (1)
- Information Division/Records
- Street Crimes
 - Evidence seized
 - Attended Meetings
- Travel/Trainings
- Recruiting Events
- Community Events
- Department vacancies (32)

Councilor Montoya asked if they have had any issues with AMR.

Interim Police Chief Marquez advised that they have had issues with their response times being over the 7 minute response time. Interim Police Chief Marquez advised that the Fire department is very quick in responding.

Councilor Montoya asked how many times they have had to wait for AMR.

Interim Police Chief Marquez advised that he would get that information to him.

Councilor Montoya asked if it would be possible to get a report from State Police and the Sheriff's Office to see how many stops and calls they respond to within the city limits per month and to include it in his next report. Councilor Montoya advised that he would like to see how much assistance they are getting from them.

FINANCE REPORT

Interim Finance Director Dominic Chavez apologized for dates that read October versus November under Lodgers Tax and Cannabis but the figures were accurate. Interim Finance Director Chavez reported on the month of November, the General fund had a surplus of (\$69,321), the Enterprise fund had a surplus of (\$427,099), the Recreation department had a deficit of (\$50,059), the Lodger's Tax fund had a deficit of (\$38,824) and Cannabis had a surplus of (\$64,989).

Mayor Romero advised that the Charter stated, if the Finance Director is in the Interim role of City Manager they cannot oversee the Finance department so Dominic has been put back as Interim Finance Director. Mayor Romero advised that the Finance department was working on mid-year budgets with every department.

Interim Finance Director Chavez advised that a lot of State Appropriations had been coming in, drawdowns were taking place and they received a lot of the funding that had been out for quite some time.

Mayor Romero advised that some issues they had with Capital Outlay projects were notice of obligations and they were the last thing being done so they are making sure that notice of obligations happen prior to purchases.

Discussion took place regarding YABL/adult basketball, the deficit in the Recreation department and more programs becoming available at the Recreation Center to increase the revenue.

Councilor Montoya stated that he would like to see the Recreation Center fully utilized.

PRESENTATIONS

Fire Chief Spann gave a lengthy presentation on the Insurance Services Office (ISO) Fire Protection Rating for the City of Las Vegas. Fire Chief Spann advised the ISO Fire Protection rating is based on a 10-1 scale with 1 being the best, which could decide and adjust the insurance premiums for local businesses and homes and also adjust the Fire departments funding that they receive from the fire protection fund every year from the State Fire Marshal's Office. Fire Chief Spann advised that

they were at a 5 before the evaluation and effective January 1st they will be at an ISO of 4. Fire Chief Spann advised that 3-1 is considered prestigious in the fire service and we missed a 3 by 3 points. Fire Chief Spann advised that they challenged ISO and they would be coming back out within a year to reevaluate them and if they go to a 3 that could be major savings for the local people as far as their insurance premiums and more funding for the Fire department to supplement their fire suppression operations. Fire Chief Spann advised that he met with directors on what improvements they need to do.

Councilor Casey thanked Fire Chief Spann for explaining the numbers to them because she didn't know if a 4 was good or bad.

Councilor Montoya asked what the lowest ISO rating the City of Las Vegas has been at.

Fire Chief Spann advised a 5.

Councilor Montoya asked if he was working with the Water department to ensure the fire hydrants are operational.

Fire Chief Spann advised that they scheduled a flow test and GPM calibrations on them. Fire Chief Spann further advised that they send Utilities a work order for fire hydrants that are not working and Utilities then sends them what they had to replace and they update it in their system. Fire Chief Spann advised that they have a GIS system that shows them if a hydrant is out but if they are unaware of it, it won't show up in the system.

Councilor Montoya asked if there were any outstanding grants.

Fire Chief Spann advised that they were waiting on \$150,000 awarded from the State Fire Marshal's Office for radios and communication equipment for the Fire department.

Mayor Romero thanked Fire Chief Spann and advised that they should utilize the weekly recording on the radio regarding the ISO rating going down and to provide residents with updates regarding the Legion Drive project.

Fire Chief Spann advised that they purchased an area in the optic where they could advertise and report on things like the ISO rating for the general public.

Parks and Recreation Director Arturo Padilla provided a lengthy presentation regarding the following;

- Staffing
- Programs
 - Summer Day camp
 - The need for more breakout rooms
 - Adult basketball league
 - Water aerobics
 - Gymnastics
 - Swim lessons
 - Youth fall co-ed volleyball league
 - Youth fall basketball league
 - Youth spring boys/girls basketball leagues
- Events
 - Free community pool parties
- Free basketball clinic
- Fourth of July fun run
- Turkey Trot fun run
- Fitness challenge weight loss competition
- Breast Cancer awareness push-up competition
- 3 powerlifting events
- Holiday push-up event
- Senior basketball league
- Pickleball league
- Racketball league
- Indoor soccer league
- Equipment costs
 - Boiler to heat the gym
 - Motor and propeller for the pool
 - LED lighting out in the gym

Parks and Recreation Director Padilla thanked Chris Gallegos and his crew for cleaning the snow at every park. Parks and Recreation Director Padilla advised that they were able to put seven benches in different parks and discussed the frustration with water leaks and sprinkler heads not in stock.

Councilor Casey asked if the boiler was fixed.

Parks and Recreation Director Padilla advised yes.

Discussion took place regarding the accommodations for the senior citizens due to the parking lot at the Senior Center being worked on and making the effluent system a priority so sprinkler heads stop bursting.

BUSINESS ITEMS

1. Request approval to award RFB 2024-12, Hot Springs Road Reconstruction Project to GM Emulsions LLC in the amount of \$570,550.00 without NMGRT.

Public Works Director Arnold Lopez advised that the project was a CDBG project that was funded and they would like to move forward with construction in the spring.

Councilor Casey asked if this would fix the area close to the Mills Avenue intersection.

Public Works Director Lopez advised it would start at the drop inlet and extend towards Mills Avenue. Public Works Director Lopez advised that they still had money available in the budget and would extend the project through change orders.

Councilor Casey mentioned a piece of equipment that's been parked in front of a house at the corner of Hot Springs and San Miguel Street and that same piece of equipment crushed the driveway of another house. Councilor Casey asked if those damages would be fixed.

Public Works Director Lopez advised that it was a Utilities project and they would have to repair anything that was impacted. Public Works Director Lopez advised once they construct this project they could move on to the next application for CDBG which would be shovel ready.

Councilor Casey asked if they were working with Utilities to ensure that all the lines had been changed out so they could move forward with paving.

Public Works Director Lopez advised yes, they get with Utilities anytime they are going to do a project to make sure they don't need to do any improvements before they proceed with the project.

Councilor Montoya asked what streets were included in the project.

Public Works Manager Danny Gurule advised it would be Mora Street to San Miguel Street.

Councilor Montoya asked what the original bid was.

Public Works Director Lopez advised it was \$1.1 million.

Councilor Montoya asked if it would cover the sidewalks on both sides.

Public Works Director Lopez advised yes, they have to comply with ADA.

Councilor Montoya stated that a portion of the road was done on the eastside last summer and asked if it would be redone.

Public Works Director Lopez advised no, it wouldn't impact that area.

Mayor Romero asked Interim City Manager Montgomery to look into what the policy was regarding change orders.

Councilor Montoya made a motion to approve RFB 2024-12, Hot Springs Road Reconstruction Project to GM Emulsions LLC in the amount of \$570,550.00 without NMGRT. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey Yes Michael L. Montoya Yes

City Clerk Fresquez advised the motion carried.

Councilor Montoya discussed how much it costs to pave 2 blocks and advised that money is limited.

2. Request approval of Resolution 23-34, budget adjustment for the 2023-2024 Fiscal Year.

Interim Finance Director Dominic Chavez advised that the City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include a rev/exp increase in the amount of \$25,785 to Fund 217 – Appropriation A20E5279 from a carry forward funding balance for the ALTSD project. A rev/exp increase to Fund 217 – Senior Center Parking Lot Project due to an additional allocation of \$40,404 from ALTSD. A rev/exp increase in the amount of \$20,000 to Fund 770 – Educational/Recreation to align the Tyler Accounting System with the Budget Book. A rev/exp increase in the amount of \$918,898 to Fund 287 – Abatement-Opioid for a Local Government Opioid Settlement payment. A rev/exp transfer of \$8,000,000 from Fund 217 – H2369 LV Peterson Dam Rehabilitation (Allocation) to Fund 646 – H2369 LV Peterson Dam Rehabilitation (Allocation).

Councilor Casey asked if the \$8,000,000 was a legislative appropriation and if all of fund 217 were legislative appropriations.

Interim Finance Director Chavez advised yes.

Councilor Casey made a motion to approve Resolution 23-34, budget adjustment for the 2023-2024 Fiscal Year. Councilor Montoya seconded the motion.

Councilor Montoya advised that it was recommended by the Finance Committee.

Resolution 23-34 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO

Resolution No. 23-34

A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE 2023-2024 FISCAL YEAR

WHEREAS, the Governing Body of the City of Las Vegas has developed a budget adjustment request for fiscal year 2023-24; and

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

WHEREAS, the City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include a rev/exp increase in the amount of \$25,785 to Fund 217 – Appropriation A20E5279 from a carry forward funding balance for the ALTSD project. A rev/exp increase to Fund 217 – Senior Center Parking Lot Project due to an additional allocation of \$40,404 from ALTSD. A rev/exp increase in the amount of \$20,000 to Fund 770 – Educational/Recreation to align the Tyler Accounting System with the Budget Book. A rev/exp increase in the amount of \$918,898 to Fund 287 – Abatement-Opioid for a Local Government Opioid Settlement payment. A rev/exp transfer of \$8,000,000 from Fund 217 – H2369 LV Peterson Dam Rehabilitation (Allocation) to Fund 646 – H2369 LV Peterson Dam Rehabilitation (Allocation) to keep all water allocations within the same capital appropriation chart of accounts and prevent comingling of funds.

WHEREAS, the Governing Body finds the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2023-24; and,

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

ACCEPTED AND APPROVED this day _____ of December 2023.

Mayor David G. Romero

ATTEST:

Casandra Fresquez, City Clerk

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

Michael L. Montoya	Yes	Barbara Casey	Yes
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City Clerk Fresquez advised the motion carried.

3. Request approval of a Professional Services Agreement for Legal Services for Advise Law Firm.

Mayor Romero advised that the item was going to be presented by HR Director Darlene Arguello and at the time they were undecided about who would be Interim City Manager which was why Mayor Romero was on the agenda to present. Mayor Romero advised that he had nothing to do with the bids and that HR handled that along with consulting with Interim City Manager Montgomery.

Interim City Manager Montgomery advised that they have been using consulting attorneys since the vacancy of City Attorney. Interim City Manager Montgomery advised that HR Director Arguello put out five requests for attorney services and they received three respondents. Interim City Manager Montgomery advised those law firms were NM Local Government Law, Advise Law and Ortiz & Zamora Attorneys at Law. Interim City Manager Montgomery advised that they can not go beyond \$60,000 based on the procurement code so they would award \$20,000 eligibility to three different law firms so they could have back up attorneys.

Mayor Romero advised that one of the current firms had expended their \$20,000 limit and it would allow three different options in case one attorney is unavailable.

Councilor Casey asked what the name of the attorney was for Advise Law.

Ambrosio Castellano with Advise Law stated it would be either Julio Garcia or himself.

Councilor Montoya made a motion to approve the Professional Services Agreement for Legal Services for Advise Law Firm. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
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City Clerk Fresquez advised the motion carried.

4. Request approval of a Professional Services Agreement for Legal Services for New Mexico Government Law.

Councilor Montoya made a motion to approve the Professional Services Agreement for Legal Services for New Mexico Government Law. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
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City Clerk Fresquez advised the motion carried.

5. Request approval of a Professional Services Agreement for Legal Services for Ortiz & Zamora Attorneys at Law.

Councilor Casey made a motion to approve the Professional Services Agreement for Legal Services for Ortiz & Zamora Attorneys at Law. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
---------------	-----	--------------------	-----

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

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

Barbara Casey	Yes	Michael L. Montoya	Yes
---------------	-----	--------------------	-----

City Clerk Fresquez advised the motion carried.

Councilor Montoya made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing Limited personnel matters, as permitted by section 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, Discussion regarding the Discussion regarding the interim appointment of City Manager, and no action was taken. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
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City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION ACTION ITEM

1. Approval to appoint Tim Montgomery as Interim City Manager.

Councilor Casey made a motion to approve the appointment of Tim Montgomery as Interim City Manager. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
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City Clerk Fresquez advised the motion carried.

Mayor Romero thanked Interim City Manager Montgomery for stepping up and advised that he looks forward to working with him.

Interim City Manager Montgomery advised that he appreciated them putting their trust in him and was honored to do it for the city and he'll give his best.

Councilor Montoya wished everyone a Merry Christmas and a Happy New Year.

Mayor Romero and Councilor Montoya wished Councilor Casey a Happy Birthday.

ADJOURN

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

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 7:30 pm.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk



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

Meeting Date: January 10, 2024

Date Submitted: 01/04/2024

Department: Community Development

Item/Topic: Conduct a presentation

Sunny505 would like to conduct a presentation to advise what has been completed, what will be done, and how Las Vegas is being marketed.

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

Approved For Submittal By:



Department Director

Reviewed By:

Finance Director



City Manager

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

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

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



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

Meeting Date: January 10, 2024

Date Submitted: 12/29/23

Department: Utilities

Item/Topic: Addendum #3 to Contract #3717-21 with James, Cooke & Hobson, Inc. for flyght pump maintenance services. RFP 2021-11 was awarded on 03/11/21 and Agreement #3717-21 was signed on 03/11/21. 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 #3, Addendum #2, Addendum #1, Contract 3717-21.

Committee Recommendation: This item will be discussed at the January 9, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

Department Director

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 _____

ADDENDUM #3
AGREEMENT/CONTRACT #3717-21
RFP# 2021-11
AWARDED ON: 3/11/2021
JAMES, COOKE & HOBSON, INC

This Addendum entered into this **10th Day of March, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **JAMES, COOKE & HOBSON, INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 3/11/2021 the City and **JAMES, COOKE & HOBSON, INC** entered into an Agreement/Contract pursuant to a call for RFP in which **JAMES, COOKE & HOBSON, INC** agreed to provide:

FLYGT PUMP MAINTENANCE SERVICES

WHEREAS, the City and **JAMES, COOKE & HOBSON, INC** now desire to extend the original Agreement/Contract for an additional year from **03/10/2024 thru: 03/09/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3717-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **FLYGT PUMP MAINTENANCE SERVICES**, 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 3/11/2021 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 3/11/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

JAMES, COOKE & HOBSON, INC

REVIEWED AND APPROVED:

Tim Montgomery Date
Interim City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

Agreement / Contract
No. 3717-21
City of Las Vegas
Date

ADDENDUM #2
AGREEMENT/CONTRACT #3717-21
RFP# 2021-11
AWARDED ON: 3/11/2021
JAMES, COOKE & HOBSON, INC

This Addendum entered into this **10th Day of March, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **JAMES, COOKE & HOBSON, INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 3/11/2021 the City and **JAMES, COOKE & HOBSON, INC** entered into an Agreement/Contract pursuant to a call for RFP in which **JAMES, COOKE & HOBSON, INC** agreed to provide:

FLYGHT PUMP MAINTENANCE SERVICES

WHEREAS, the City and **JAMES, COOKE & HOBSON, INC** now desire to extend the original Agreement/Contract for an additional year from **03/11/2023 thru: 03/10/2024**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3717-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **FLYGHT PUMP MAINTENANCE SERVICES**, 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 3/11/2021 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 3/11/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

REVIEWED AND APPROVED:

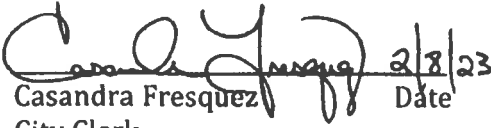
 2/8/23
 Leo Maestas Date
 City Manager

JAMES, COOKE & HOBSON, INC

DocuSigned by:

 78304580F56B40F

Municipal sales	February 9, 2023 12:57
Title	Date

ATTEST:

 2/8/23
 Casandra Fresquez Date
 City Clerk

ADDENDUM #1

AGREEMENT/CONTRACT #3717-21

RFP# 2021-11

AWARDED ON: 02/10/2021

JAMES, COOKE & HOBSON, INC

This Addendum #1 entered into this day March 11, 2021 by and between the City of Las Vegas, a municipal corporation, hereinafter termed ("City") and James, Cooke & Hobson, Inc., hereinafter termed ("Contractor").

RECITALS:

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated March 11, 2021 (collectively the "Agreement"), pursuant to a call for RFP in which Contractor agreed to provide professional pumps and related services (collectively "Services").

WHEREAS, the City and Contractor now desire to extend the original Agreement for an additional year from 05/19/2022 thru: 05/19/2023; and

WHEREAS, City and Contractor agree to the following method of payment and that total amount of compensation for the services shall not exceed the annual amount in the Agreement, excluding gross receipts tax reimbursable.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the recitals are incorporated herein by reference, and the parties agree as follows:

1. The term of the Agreement is hereby extended to May 19, 2023; and
2. That except for the express modifications in this Addendum #1, all of the provisions of the Agreement remain in full force and effect.


CITY OF LAS VEGAS

JAMES, COOKE & HOBSON, INC

REVIEWED AND APPROVED:

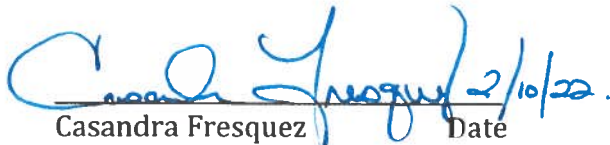


Leo Maestas, City Manager Date




Jonathan Polasek
Municipal Sales 2/17/22
Title Date

ATTEST:



Cassandra Fresquez Date
City Clerk

As to Legal Sufficiency Only:



Scott Aaron, City Attorney Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS^{Date}
AND JAMES, COOKE & HOBSON, 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 James, Cooke & Hobson, Inc., a Texas corporation ("Contractor"), of 4210 Hawkins Street NE, Albuquerque, New Mexico 87109, on this 11th day of March, 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 offeror shall include the following:

The Offeror shall perform and provide flygt pump services in various City of Las Vegas facilities on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. 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.

1. The work includes, but is not limited to, all labor and equipment to repair, replace, adjust, and maintain pumps and related mechanical systems; inspection; testing; and emergency response.
2. Contractor will provide preventative, routine, corrective, and emergency maintenance services to the flygt pumps for the waste water treatment plant and lift stations for the City of Las Vegas.
3. Respond to emergency repairs within 24 hours and within 48 hours for non-emergency repairs.
4. The contractor will do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all

civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner.

5. 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:



William Taylor, City Manager

Attest:



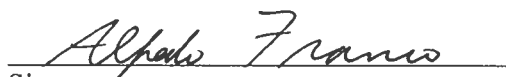
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:



Scott Aaron, City Attorney

CONTRACTOR:



Signature

Printed Name: Alfredo Franco

Position: President

“ATTACHMENT “A”

JAMES, COOKE & HOSON, INC. Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2021-11

FLYGT PUMP MAINTENANCE SERVICES

JCH PROPOSES THE FOLLOWING SERVICES:

JCH Standard Service Truck Rates

Field rate per hour (one man) crane service truck with tools	\$95
Additional man	\$65
Mileage charge	\$1/mile
Emergency rates time and half	\$142.50

JCH Standard Shop Rates

In house per hour standard	\$85
In house per hour emergency	\$130

If required, miscellaneous expenses not to exceed \$150 per person, per day.

JCH PROPOSES THE FOLLOWING REPAIR COMPONENTS:

Genuine Xylem Flygt Spare Part

JCH will provide Genuine Xylem Flygt Spare Parts at the current manufacture's list prices and will cover standard inbound freight.

TAXES

If customer is not tax exempt, Gross Receipts taxes will be charged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/10/2021

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

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

PRODUCER Daniels Insurance, Inc. 320 Gold Avenue SW, Ste 700 Albuquerque NM 87102	CONTACT NAME: David M Tinley PHONE (A/C, No, Ext): (505) 766-9676 E-MAIL ADDRESS:	FAX (A/C, No): (505) 766-9679													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Cincinnati Casualty Company</td> <td>28665</td> </tr> <tr> <td>INSURER B: Cincinnati Insurance Companies</td> <td>10677</td> </tr> <tr> <td>INSURER C: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Cincinnati Casualty Company	28665	INSURER B: Cincinnati Insurance Companies	10677	INSURER C: Federal Insurance Company	20281	INSURER D:		INSURER E:		INSURER F:
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INSURER F:															
INSURED James, Cooke & Hobson, Inc. 4210 Hawkins St. NE Albuquerque NM 87109	(505) 344-7100														

COVERAGES **CERTIFICATE NUMBER:** Cert ID 31500 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		EPP0202515/EBA020251	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		EPP0202515/EBA020251	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ n/a		EPP0202515/EBA020251	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A	ZWC0449700	08/01/2020	08/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Transportation		0668-61-67	08/01/2020	08/01/2021	Single Conveyance \$ 1,000,000
C	Transportation		0668-61-67	08/01/2020	08/01/2021	Deductible \$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General and Auto liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General and Auto liability and Workers' Compensation policies but only under the circumstances stated in the policies. General Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss until the Company's primary limits of liability have been exhausted when required by written contract. Umbrella/Excess Liability follows form.

CERTIFICATE HOLDER City of Las Vegas Utilities Department 905 12th Street Las Vegas NM 87701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



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

Meeting Date: January 10, 2024

Date Submitted: 12/29/23

Department: Utilities


Item/Topic: Addendum #3 to Contract #3721-21 with AGM Konstruction & Environmental Services, Inc. for hazardous material cleanup services. RFP 2021-13 was awarded on 03/10/21 and Agreement #3721-21 was signed on 03/19/21. 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 #3, Addendum #2, Addendum #1, Contract 3721-21.

Committee Recommendation: This item will be discussed at the January 9, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:


Department Director

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 _____

ADDENDUM #3

AGREEMENT/CONTRACT #3721-21

RFP# 2021-13

AWARDED ON: 3/10/2021

AGM KONSTRUCTION & ENVIRONMENTAL SERVICES, INC

This Addendum entered into this **9th Day of March, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **AGM KONSTRUCTION & ENVIRONMENTAL SERVICES, INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 3/10/2021 the City and **AGM KONSTRUCTION & ENVIRONMENTAL SERVICES, INC** entered into an Agreement/Contract pursuant to a call for RFP in which **AGM KONSTRUCTION & ENVIRONMENTAL SERVICES, INC** agreed to provide:

HAZARDOUS MATERIAL CLEANUP SERVICES

WHEREAS, the City and **AGM KONSTRUCTION & ENVIRONMENTAL SERVICES, INC** now desire to extend the original Agreement/Contract for an additional year from **03/9/2024 thru: 03/8/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3721-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **HAZARDOUS MATERIAL CLEANUP SERVICES**, 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 3/10/2021 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 3/10/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

**AGM KONSTRUCTION &
ENVIRONMENTAL SERVICES, INC**

REVIEWED AND APPROVED:

Tim Montgomery Date
Interim City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

Agreement / Contract
No. 3721-21
City of Las Vegas
Date

ADDENDUM #2

AGREEMENT/CONTRACT #3721-21

RFP# 2021-13

AWARDED ON: 3/10/2021

AGM KONSTRUCTION & ENVIRONMENTAL SERVICES, INC

This Addendum entered into this **9th Day of March, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **AGM KONSTRUCTION & ENVIRONMENTAL SERVICES, INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 3/10/2021 the City and **AGM KONSTRUCTION & ENVIRONMENTAL SERVICES, INC** entered into an Agreement/Contract pursuant to a call for RFP in which

AGM KONSTRUCTION & ENVIRONMENTAL SERVICES, INC agreed to provide:

HAZARDOUS MATERIAL CLEANUP SERVICES

WHEREAS, the City and **AGM KONSTRUCTION & ENVIRONMENTAL SERVICES, INC** now desire to extend the original Agreement/Contract for an additional year from **03/10/2023 thru: 03/9/2024**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3721-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **HAZARDOUS MATERIAL CLEANUP SERVICES**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

**ADDENDUM #1
AGREEMENT/CONTRACT # 3721-21
RFP# 2021-13
AWARDED ON: 3/10/2021
AGM KONSTRUCTION & ENVIRONMENTAL SERVICES, INC**

This Agreement Extension entered on this day March 19, 2022 by and between the City of Las Vegas, a home-rule municipality ("City") and AGM Konstruction & Environmental Services, INC. a New Mexico corporation ("Contractor").

RECITALS:

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated March 19, 2021 (collectively the "Agreement"), pursuant to a call for RFP in which Contractor agreed to provide hazardous material cleanup (collectively "Services");

WHEREAS, the City and Contractor now desire to extend the Agreement for an additional year from March 19, 2022 through March 19, 2023; and

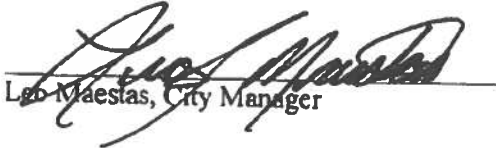
WHEREAS, City and Contractor agree to the following method of payment and that total amount of compensation for the Services, shall not exceed the annual amount in the Agreement, excluding gross receipts tax reimbursable.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the recitals are incorporated herein by reference, and the parties agree as follows:

1. The term of the Agreement is hereby extended to March 19, 2023; and
2. That except for the express modifications in this Addendum #1, all of the provisions of the Agreement remain in full force and effect.

CITY OF LAS VEGAS

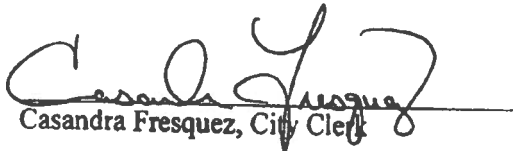
AGM KONSTRUCTION &
ENVIRONMENTAL SERVICES,
INC


Leo Maestas, City Manager

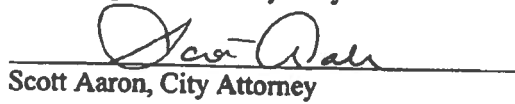

Signature

Office Manager
Printed Name and Title

ATTEST:


Casandra Fresquez, City Clerk

As to Legal Sufficiency Only:


Scott Aaron, City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND AGM KONSTRUCTION & ENVIRONMENTAL SERVICES, INC.**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and AGM Konstruction & Environmental Services, ("Contractor"), of 1570 Pacheco St. Suite E6 Santa Fe, NM 87505, on this 19th day of March, 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 offeror shall include the following:

1. SCOPE OF WORK

The Offeror shall provide all labor, materials and equipment necessary for Hazardous Materials Clean-Up and Removal Services for the City of Las Vegas. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. In addition, on an as needed basis, the contractor will conduct surveys, hazard screens, risk assessments for lead, mold or other regulated building materials, provide asbestos and lead remediation services and conduct environmental sampling in accordance with federal and state regulations. The Contractor is required to meet all specifications listed and follow all applicable Federal, State, and local laws, rules, and regulations. 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 offeror shall include without limitation the following services:

1. Perform general routine pickups and onsite Emergency Hazardous Materials Abatement, Cleanup, and/or Toxic Remediation Services as directed by the City of Las Vegas. All waste disposals are subject to verification and final analysis.

2. Biohazard Remediation Services shall include but are not limited to the following. Disposal and clean up of bio hazardous to include blood, bodily fluids, sharps or other biohazards. Properly clean and apply an EPA registered disinfectant that treats potentially contagious agents.
3. Perform asbestos/lead base paint abatement in accordance with an Asbestos Survey that will be provided by the Contractor. All work will be performed in accordance with all applicable federal, state and local regulations relating to the removal and disposal of asbestos/lead containing materials.
4. 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.
5. 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.
6. 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.

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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 Contractor's 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:




William Taylor, City Manager

Attest:




Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:



Scott Aaron, City Attorney

CONTRACTOR:



Signature

Printed Name: Gabrielle Castellano

Position: Office Manager

**SERVICE PROJECT ESTIMATING SPREADSHEET
FOR
GENERAL LABOR / ASBESTOS / MOLD / REMEDIATION SERVICES**

ESTIMATOR: Ernest Vigil AGM Konstruction and Environmental Services
 PROJECT NAME: Las Vegas NM Hazardous Materials Clean-up and Removal Services
 SCOPE OF WORK: All Environmental Projects

LABOR DESCRIPTION:	HOURLY:	18% Burd & 30% O/P RATE:	SUBTOTAL
General Labor (furniture moving/cleaning/etc)	<input type="text"/>	\$52.50	\$0.00
Non Haz Demolition Pre Clean L (non-structural walls/ceilings/floors)	<input type="text"/>	\$58.50	\$0.00
Maint. Level Asbestos / Mold (gloves/bags/debris cleaning/etc)	<input type="text"/>	\$41.24	\$0.00
Service Level Asbestos / Work (less than NESHAP Qty / 1-2 days)	<input type="text"/>	\$52.50	\$0.00
Standard Asbestos /Supervisor (full containment/multi-day)	<input type="text"/>	\$65.00	\$0.00
Project Mgmt / Project Admin:		\$70.00	\$0.00
LABOR SUBTOTAL:			\$0.00

MOBILIZATION:	QTY:	SUBTOTAL
75-150 MILES	<input type="text"/>	\$0.00
MOBILIZATION REQUIREMENTS SUBTOTAL:		\$0.00

LODGING & SUBSISTENCE, IF REQUIRED, PER:	RATE:PER MAN	QTY/DAYS	SUBTOTAL
PER MAN:	\$125.00	<input type="text"/>	\$0.00
LODGING/SUBSISTENCE REQUIREMENTS SUBTOTAL:			\$0.00

EQUIPMENT REQUIREMENTS Prices May Vary Based on Piece of Equipment	RATE:	QTY:	SUBTOTAL
Daily:	\$175.00	<input type="text"/>	\$0.00
Weekly:	\$575.00	<input type="text"/>	\$0.00
Monthly:	\$1,500.00	<input type="text"/>	\$0.00
EQUIPMENT REQUIREMENTS SUBTOTAL:			\$0.00

AIR MONITORING REQUIREMENTS:	QTY / EA.	COST/EACH:	SUBTOTAL
PERSONNEL:	<input type="text"/>	\$15.00	\$0.00
FINAL CLEARANCE / PCM:	<input type="text"/>	\$700.00	\$0.00
FINAL CLEARANCE / TEM:	<input type="text"/>	\$1,300.00	\$0.00
AIR MONITORING REQUIREMENTS SUBTOT			\$0.00

WASTE REQUIREMENTS:	# MILES:	COST PER CONT.	QTY	ACM QTY:	ACM / YD:	C&D QTY:	C&D / YD:	SUBTOTAL
MILEAGE	<input type="text"/>	\$2.13						\$0.00
ACM WASTE:				<input type="text"/>	\$30.00			\$0.00
C & D WASTE						<input type="text"/>	\$800.00	\$0.00
WASTE DISPOSAL REQUIREMENTS SUBTOTAL:								\$0.00

MATERIALS REQUIREMENTS:	QTY:	COST:	QTY:	COST:	SUBTOTAL
20' X 100' 8ml Polyethylene Sheeting	roll	\$63.80			\$0.00
20' X 100' 4ml Polyethylene Sheeting	roll	\$46.35			\$0.00
Duct Tape	each	\$9.00			\$0.00
Asbestos Labelled Disposal Bags	roll	\$75.00			\$0.00
Clear Disposal Bags	roll	\$55.00			\$0.00
Std OSHA compliance Glovebag	each	\$25.75			\$0.00
IAQ Mold Biocide/Sealer:	gal	\$38.00			\$0.00
Mastic Remover:	each	\$45.00			\$0.00
Shower Towels Box		\$35.00			\$0.00
Protective Suits:	each	\$25.90			\$0.00
Leather Gloves:	Pair	\$14.25			\$0.00
Decon System, 3 Set:		\$275.00			\$0.00
Spray Glue:		\$24.25			\$0.00
Asbestos Encapsulant:		\$40.00			\$0.00
MATERIALS REQUIREMENTS SUBTOTAL:					\$0.00

SERVICE ESTIMATE GRAND SUBTOTAL: \$0.00
 GROSS RECEIPTS TAXES: \$0.00

GRAND TOTAL THIS ESTIMATE: \$0.00



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

Meeting Date: January 10, 2024

Date Submitted: 12/28/23

Department: Human Resource

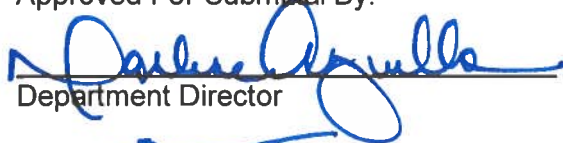
Item/Topic: The Las Vegas Police Officer's Association (LVPOA) has formally requested to open negotiations for a successor full collective bargaining agreement for the 2024 year. This is in accordance with Section 44 – Terms of Agreement of the LVPOA Collective Bargaining Agreement. At this time, City Management Team is requesting approval to open up negotiations with the LVPOA.

Fiscal Impact: Unknown

Attachments: LVPOA Letter of Request and City Management Response Letter.

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

Approved For Submittal By:



Department Director

Reviewed By:

Finance Director



City Manager

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

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved _____

Continued To: _____

Referred To: _____

Denied _____

Other _____



LAS VEGAS POLICE OFFICER'S ASSOCIATION
Meadow City Lodge #20
Las Vegas, NM 87701

Las Vegas Fraternal Order of Police Union President Devin Adkins
December 18th, 2023

Tim Montgomery
City Manager
City Of Las Vegas

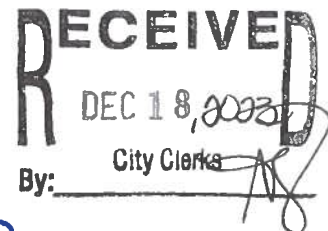
Dear Mr. Montgomery

In compliance with **section 44 Terms Of Agreement** between the City of Las Vegas and Meadow City Lodge #20 Fraternal Order of Police, I am requesting an to open negotiations for the 2024 year as stated in this section. **Section 44** This Agreement is effective upon full execution of this agreement, and approval by the Las Vegas City Council, and shall remain in full effect through June 30, 2025. Negotiations for a successor agreement will occur upon written request by either party to the other party no later than January 15th of each successive year after 2024. **This agreement may be opened upon written request to either party no later than January 15 of each successive year after 2024.** Please respond to this request in writing no later than January 1st 2024. Thank you for your consideration into this matter.

Sincerely

Devin Adkins
LVPOA President

Elia Fasanella
LVPOA Vice President (Negotiations Lead)



12/18/23
RECEIVED BY
HUMAN RESOURCES

Fasanella



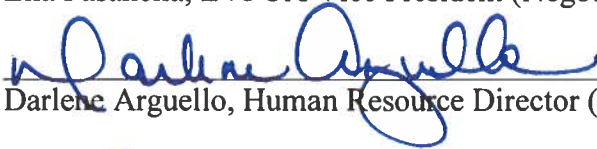
City of Las Vegas


1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.g

Mayor David Romero

MEMORANDUM

TO: Devin Adkins, LVPOA President
Elia Fasanella, LVPOA Vice President (Negotiations Lead)

FROM: 
Darlene Arguello, Human Resource Director (Negotiations Lead)

THRU: 
Timothy Montgomery, City Manager

DATE: December 19, 2023

RE: Las Vegas Police Officer's Association Negotiations 2024

The City of Las Vegas is in receipt of your letter requesting to open negotiations for a successor full collective bargaining agreement for the 2024 year. At this time, we will need to take this request to Mayor and Council for formal approval of the opening for the meeting on January 10, 2024. Upon that approval, we will be ready to proceed with the opening of negotiations.

xc: LVPOA Negotiation File
Management Team

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Vacant
Councilor Ward 4



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

Meeting Date: January 10, 2024

Date Submitted: 12/27/23

Department: Community Dev.

Item/Topic: Conduct a public hearing and approve adoption of ordinance #24-05

Mr. Josep[h Rivera has requested to rezone his property located at 2446 North Grand, Las Vegas, New Mexico 87701. Mr. Rivera is requesting that his property be rezoned from RA (Residential Agricultural) to C3 (General Commercial).

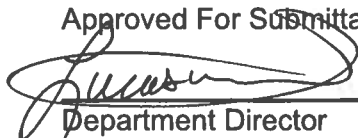
Fiscal Impact:

Attachments: Zone Change application

Committee Recommendation: In the September 25, 2023 Planning and Zoning Meeting, the board recommended approval of the Zone change from RA (Residential Agricultural) to C3 (General Commercial)

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

Approved For Submittal By:



Department Director

Reviewed By:

Finance Director



City Manager

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

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

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

Planning and Zoning RECORD PROPER

Applicant/ Petitioner.....Joseph Rivera
 Property Owner.....Joseph Rivera
 Location.....2446 N Grand Ave
 Hearing Date.....Monday September 25, 2023

ACTION REQUESTED

Zone Change from RA (Residential Agricultural Zone) to C-3 (General Commercial Zone).

BACKGROUND

Application for the property at 2446 North Grand Ave. to be rezoned from an RA (Residential Agricultural Zone) to a C-3(General Commercial Zone) was submitted by Joseph Rivera, Mr. Rivera acquired this property and would like to change it from a residential agricultural zone to a commercial zone. In order to do this he must request a zone change; In prior meetings Mr Rivera was asked to submit a Parking Plan, and Landscaping Plan, before he could proceed to have the zone change he has acquired those plans and is re-submitting his request, A Design and Review Team meeting was conducted and more information is still needed on the Parking and Site Plan

EXHIBITS

Exhibit Description, Document name, date, and number of pages
 No.

1	Zoning Application/Annexation Application
2	Letter of Intent
3	Warranty Deed
4	Property Profile
5	Notice of Hearing in Optic
6	Signed Agreement with Neighbor for sewer
7	Landscape Plan/Parking Plan
8	Letter from previous council meeting to Mr. Rivera

MAR 08 2021

Exhibit 1

LAND DEVELOPMENT APPLICATION

CITY OF LAS VEGAS
LAND DEVELOPMENT APPLICATION

This application shall be used for all land development for commercial, industrial, building development, conversions, special use permits, all subdivisions, townhouses, condominiums, zone changes, etc.

A. PROPERTY INFORMATION

(Refer to your County Assessor's Property Assessment form to answer some questions below)

- 1. Legal Description: Tract A containing 1.805 acres, more or less, within the Las Vegas Land Grant in projected Section 14 Township 16 North Range 16 East N.M.P.M
- 2. Township: 16 North Range: 16 East N.M.P.M Section: 14
- 3. Subdivision Name (if platted): _____
- 4. Lot: - Block: _____
- 5. Address or Location of Property (If physical address is needed, please contact the Research Analyst at the City of Las Vegas by calling 454-1401, extension 278).
2446 N. Grand Avenue (formerly 957 Airport Road)
- 6. Present Zoning Classification: _____
- 7. If rezoning, what is Proposed Zoning Classification? C-3
- 8. Future Land Use Category: Carwash - note: plans changed as of 11-2021
- 9. Flood Zone Category: _____ Map/Panel Numbers: _____
- 10. Property Size: 1.805 acre.
- 11. Existing Use(s) of Subject Property (i.e.: vacant, residential, commercial, etc):
Vacant
- 12. Surrounding Land Use(s): (i.e. vacant, residential, commercial, etc): Commercial / Residential

Please include with the application the following:

1. Executed "Petition for Annexation" into the Corporate Limits of the City of Las Vegas", herein attached. ✓
2. Proof of ownership (deed) and copy of latest tax statement ✓
3. A complete narrative legal description and total acreage of the area proposed for annexation prepared by a licensed land surveyor. ✓
4. A copy of the Annexation Survey Plat. The boundary survey shall be prepared by a New Mexico registered licensed Land Surveyor. (two mylar originals and six copies)
5. If a development is proposed, please attach a site plan of the proposed development: including, but not limited to the following:
 - a. number of proposed lots, phases and/or units
 - b. size and type of existing and proposed structures to be built
 - c. any special land uses, i.e.: parks, buffer areas, etc.
 - d. the course, distance, and description of all street, all necessary easements, lot lines, and utilities, both proposed and existing.
6. A detailed statement describing the proposed development and schedule for development of the project
7. Names of all developers, engineers, and surveyors.

The statement should identify any factors that could influence water and sewer uses,

WATER:

Total anticipated water demand: Residential use 0 gallons per day

Industrial/commercial use 0,000 gallons per day (Estimate)

Agriculture use 0 gallons per day

Distance and location for connection to City Main Water Line _____

SEWER:

Total estimated flows from anticipated development or demand: ? gallons per day (Estimate)

Distance and location for connection to City Main Sewer Line. _____

/

PETITION FOR ANNEXATION

I (We), the undersigned, being the owner(s) of a majority of the number of the following described contiguous property, hereby petition the City of Las Vegas to annex the following described property into the corporate limits of the City of Las Vegas:

Tract A containing 1.805 acres, more or less within the Las Vegas Land Grant, in projected Section 14, Township 16 North Range 16 East N.M.P.M., North of Las Vegas, San Miguel County, New Mexico, as shown on plat of survey by P. David Archuleta, dated January 23, 2018

This petition is pursuant to Section 3-7-17, NMSA 1978 (1985 Repl.). The undersigned are the owner(s) of a majority of the number of acres of the above described property, and said property is contiguous to the municipal boundaries of the City of Las Vegas, San Miguel County, New Mexico.

Attached, is a map showing the external boundaries of the territory proposed for annexation and the relationship of the said territory to the existing boundaries of the City of Las Vegas.

The undersigned understand and agree that the annexation shall include dedication of required easements and rights-of-way located within the area proposed for annexation. The undersigned further agree to provide a survey plat of the proposed territory of annexation is approved.

PETITIONERS

Name (s) (print): Joseph Rivera _____
(second owner if applicable)

Address: 1902 N. Grand Ave
Las Vegas, NM 87701

Phone: (505) 410-6098

Estimated # of acres: 1.805

County Assessors
Property Code No. 1-095-094-522-412

Lot# _____ Block _____ Township 16 North Range 16 East Section 14

Deed Book 75 Page 71, (Please provide copy of said Deed)

Signature (s): Joseph Rivera _____
(second owner if applicable)

MAR 0 9 2021

CITY OF LAS VEGAS
ANNEXATION APPLICATION

PROPERTY OWNER *

Primary Petitioner Joseph Rivera

Address 1902 N Grand Ave Las Vegas, NM 87701

Phone: (home) _____ (work) 505 470-6048 (fax) _____

Signature of Primary Petitioner Joseph Rivera DATE 5-8-21 ?

GENERAL INFORMATION * (attach additional information to this section if necessary)

Project Name Car Wash - NOTE: plans changed AS of 11/2021 -

~~Property Location or Address; said area to be a parcel of land of the New Mexico Behavioral Health Institute comprised of approximately 230.241 acres, more or less. The parcel is bounded, in part, by Gallegos Road on the south and Hot Springs Blvd on the east.~~

Legal Description or Name of Subdivision _____

Lot # _____ Block _____ Township _____ Range _____ Section _____

Is subject area contiguous to the current boundaries of the City of Las Vegas, Y

Current Use of Land: Undeveloped X Developed _____

Site Acreage 1.805 Number of Parcels 1 Number of Existing Dwelling Units 0
Number of Commercial Land Uses 0

Present County Zoning R-A Proposed City Zoning C-3

*All property owners of a majority of the number of acres in the contiguous territory petitioning annexation requires their endorsement signature on the attached Petition. (Annexation requires a Separate Rezoning Application and processing fees.)

LAND DEVELOPMENT APPLICATION

a. North: vacant c. East: vacant
b. South: Residential d. West: Commercial

13. Description of Proposed Activity or Use (attach separate sheet if necessary):
4-6 bay car wash
Modular 1000 trailer (10'38')

14. All development described here shall provide an Impact Statement pursuant to Section 12-11-12 B., 1. a), b), and c) of the Zoning Ordinance.

B. NAME/ADDRESSES

List all person(s) having ownership in subject property

Name of Property Owner: Joseph Rivera
Address: 1902 N. Grand Avenue, Las Vegas, NV
Zip: 89101 Telephone: (505) 410-6048 Fax: _____ Cell: _____

Name of Property Owner: _____
Address: _____
Zip: _____ Telephone: _____ Fax: _____ Cell: _____

Name of Agent: _____
Name of Contact Person: _____
Zip: _____ Telephone: _____ Fax: _____ Cell: _____

NAME OF ENGINEER/ARCHITECT

Name of Engineer: _____
Address: _____
Zip: _____ Telephone: _____ Fax: _____ Cell: _____

Name of Architect: _____

LAND DEVELOPMENT APPLICATION


Address: _____

Zip: _____ Telephone: _____ Fax: _____ Cell: _____

NOTE: Unless otherwise noted, all written correspondence will be mailed to the property owner. If correspondence is to be sent to the agent, owner must notify community development department.

C. SIGNATURE

I hereby certify that the information in this application is true and correct. I have read this application and understand that other review processes and fees may be required prior to applying for and receiving building permits and/or final development approval.



Signature of property owner #1

Signature of property owner #2

Signature of property owner #3

D. DEVELOPMENT REVIEW TEAM (DRT)

The Development Review Team is an interagency team created pursuant to the Community Master Plan. The team includes City department personnel and other Public Utility Agencies.

After the application is deemed to be complete, the property owner will be notified of the next DRT meeting so that questions of the project can be asked of the DRT members at that time, Meeting schedules can also be obtained by contacting Karlene Martinez, Land Use Specialist at 454-1401, extension 252.


All land development developers or representatives shall be required to make a presentation to the DRT at the scheduled meeting. It is the applicant's responsibility to address each individual concern of each DRT member before the project can continue.

To whom it may concern. The proposed usage of the property located at 2446 North Grand Ave., will be for commercial use. It will have different intended usages such as :

- Storefront / retail space
- Future restaurant
- Airbnb bed-and-breakfast.

I intend on making this place beautiful with landscaping. All buildings will be painted and made to look brand new.

Thank you
Joseph Rivera
2446 N Grand ave
Las Vegas, NM 87701

 **received**
09.30.22
by mdp

Requested By: Territorial Title of Las Vegas, Inc.
FILE # San Miguel 00038940

#2

contains 3 pages.

MEMORANDUM OF CONTRACT

This is to serve as a notice that a REAL ESTATE CONTRACT for sale and purchase of real estate located in San Miguel COUNTY, NEW MEXICO, being more fully described as follows:

See Exhibit A attached hereto and made a part hereof.

Subject to: Reservations, restrictions, easements of record & taxes for 2020 and subsequent years. Together with all rights appurtenant thereto.

between Gilbert M. Pino, A Single Man and Donald Pino, A Single Man SELLER(S), and Joseph Rivera, A Single Person PURCHASER(S), whose address is: 1902 N. Grand Ave. Las Vegas, NM 87701

Was entered into on the 6 day of February, 2020.

The original REAL ESTATE CONTRACT, WARRANTY DEED, AND SPECIAL WARRANTY DEED are currently being held in ESCROW at: Ascent Escrow Services, LLC whose address is: 505 National Ave. Ste. 1 Las Vegas, NM 87701, duly appointed ESCROW AGENT under the terms of said REAL ESTATE CONTRACT.

WITNESS my hand and seal on this 6 day of February, 2020

BUYERS:

Joseph Rivera (Seal)
Joseph Rivera

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO } ss
COUNTY OF SAN MIGUEL

The foregoing instrument was acknowledged before me this 6 day of February, 2020, by Joseph Rivera
(Name or Names of Person or Persons Acknowledging)

Erin M. Kueffer
Notary Public

My commission expires: 9/2/20
(Notary Public Seal)



See Page 2 for Sellers' signatures and acknowledgments

MEMORANDUM OF CONTRACT

Page 2

SELLERS:

[Signature] (Seal)
Gilbert M. Pino

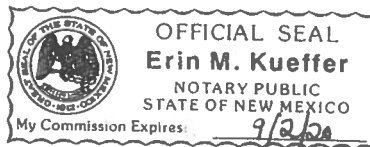
ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO } ss
COUNTY OF SAN MIGUEL

The foregoing instrument was acknowledged before me this 6 day of February, 2020,
by Gilbert M. Pino
(Name or Names of Person or Persons Acknowledging)

[Signature]
Notary Public

My commission expires: 9/2/20
(Notary Public Seal)



[Signature] (Seal)
Donald Pino

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO } ss
COUNTY OF SAN MIGUEL

The foregoing instrument was acknowledged before me this 6 day of February, 2020,
by Donald Pino
(Name or Names of Person or Persons Acknowledging)

[Signature]
Notary Public

My commission expires: 9/2/20
(Notary Public Seal)

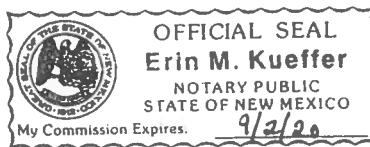


Exhibit A

Tract A containing 1.805 acres, more or less, within the Las Vegas Land Grant, in projected Section 14, Township 16 North, Range 16 East, N.M.P.M., North of Las Vegas, San Miguel County, New Mexico, as shown on plat of survey by P. David Archuleta, dated January 23, 2018, drawing no. 2018-01, filed in the office of the San Miguel County Clerk, June 21, 2018 in Plat Book 75, page 71, document no. 2953.

FILED IN MY OFFICE
AT 9:50 O'CLOCK AM

FEB 07, 2020
Geraldine E. Gutierrez
COUNTY CLERK & RECORDER
SAN MIGUEL COUNTY
BY 3/1/20 DEPUTY CLERK
BOOK 3 PAGE 30
Instrument # 202000362

wner: Joseph Rivera



Exhibit 4













Exhibit 5

**NOTICE OF PUBLIC HEARING
CITY OF LAS VEGAS
DESIGN AND REVIEW BOARD HEARING**

Notice is hereby given that the Design Review Board of the City of Las Vegas, NM, will hold a special public hearing on Monday September 18th 2023 starting at 4:00 p.m. meeting will be in person at the city council chambers located at 1700 North Grand avenue, Las Vegas, and NM 87701.

Items to be discussed: Business owner of Casa Esperanza wants to paint the front of the building. Business is located at 153 Bridge Street. Zoned as CH C-2. Application submitted on behalf of Esperanza Pacheco.

Agenda: The agenda for the meeting is available on City website www.lasvegasnm.gov under meetings and minutes.

Public input: The Design Review Board / Planning & Zoning Commission will also accept general public input in written formal form via email, fax, or hand delivery. Web submission for public input shall be submitted to Charles Ortiz, Planning and Zoning coordinator at cortizlasvegasnm.gov. Hard copies can be faxed to 505-425-7335 attention Charles Ortiz or delivered to 1700 North Grand avenue, Las Vegas, NM 87701. Public input submitted will be read into the recording during the meeting.

CITY OF LAS VEGAS
/s/ Casandra Fresquez
City Clerk
PUB: Las Vegas Optic,
September 15, 2023
#215902

PUBLIC NOTICE OF REGULAR LODGERS' TAX MEETING

The San Miguel County Lodgers' Tax Advisory Board will hold a regular meeting on Tuesday, September 26, 2023 at 2:00 p.m. in the San Miguel County Commission Chambers, County Courthouse 2nd Floor, 500 W. Nat'l Ave., Suite 200, Las Vegas, NM. You can also join the meeting via zoom at <https://us02web.zoom.us/j/83846533862>. At least 72 hours in advance of the meeting, the entire agenda for the meeting will be posted and available for public inspection on the San Miguel County Website at co.sanmiguel.nm.us and available in hard copy at the Planning & Zoning Division at the San Miguel County Administration Complex, located at 500 West National Avenue, Suite 203, Las Vegas, New Mexico 87701.

PUB: Las Vegas Optic,
September 15, 2023
#216082

NOTICE OF THE CITY OF LAS VEGAS Board of Adjustment / Planning & Zoning Commission HEARING

Notice is hereby given that the Board of Adjustment/Planning & Zoning Commission of the City of Las Vegas, NM, will hold a Public Hearing on Monday, September 25, 2023, starting at 4:00p.m. Meeting will be in person at the City Council Chambers located at 1700 N. Grand

87701.

Items to be discussed: Approval of Agenda, Approval of minutes for meeting of August 28, 2023. Public Hearing Items: Board of Adjustment- none; Planning & Zoning - Appointment of Chair and Vice-Chair, discuss by- laws, Re-visit Application from Joseph Rivera for property at 2446 N. Grand Ave, Las Vegas, NM 87701.

Viewing: Members of the public will have the ability to view the meeting live through The City YouTube channel.

https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

Agenda: The agenda for the meeting will be available on the City's website www.lasvegasnm.gov under meetings and minutes.

Public input: The Board of Adjustment/Planning & Zoning Commission will also accept public input in written form via email, fax, or hand delivery through 1:00 PM on Monday, September 25, 2023. Web submission for public input shall be submitted to Charles Ortiz, Planning & Zoning Coordinator at cortiz@lasvegasnm.gov. Hard copies can be faxed to (505) 425-7335, ATTN: Charles Ortiz or delivered to 1700 N. Grand Avenue, Las Vegas, NM 87701. Public input submitted will be read into the record during the meeting.
CITY OF LAS VEGAS
/s/ Casandra Fresquez
City Clerk
PUB: Las Vegas Optic,





8-5-22

Permission to tap into Sewer line.

To whom it may concern I, DANIEL YARDMAN, give Joseph Rivera, at 2446 N Grand Ave, Las Vegas, NM 87701 permission permanently to tap into our existing sewer line Located at 2440 North Grand Ave Las Vegas NM 87701

Monika Pacheco

STATE OF NEW MEXICO
NOTARY PUBLIC
MONIKA PACHECO
COMMISSION # 1186317
COMMISSION EXPIRES 12/27/2025

[Signature]

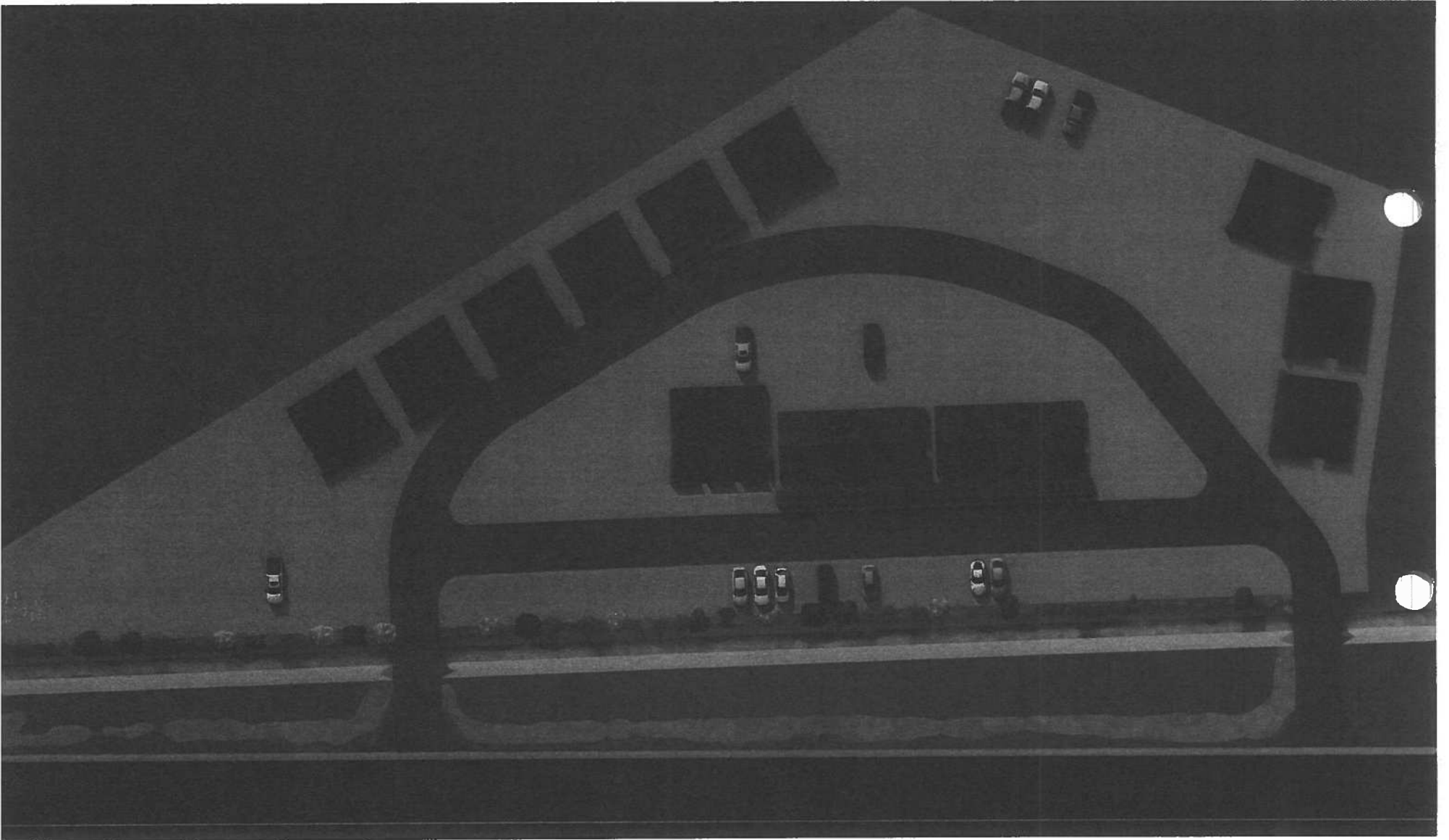
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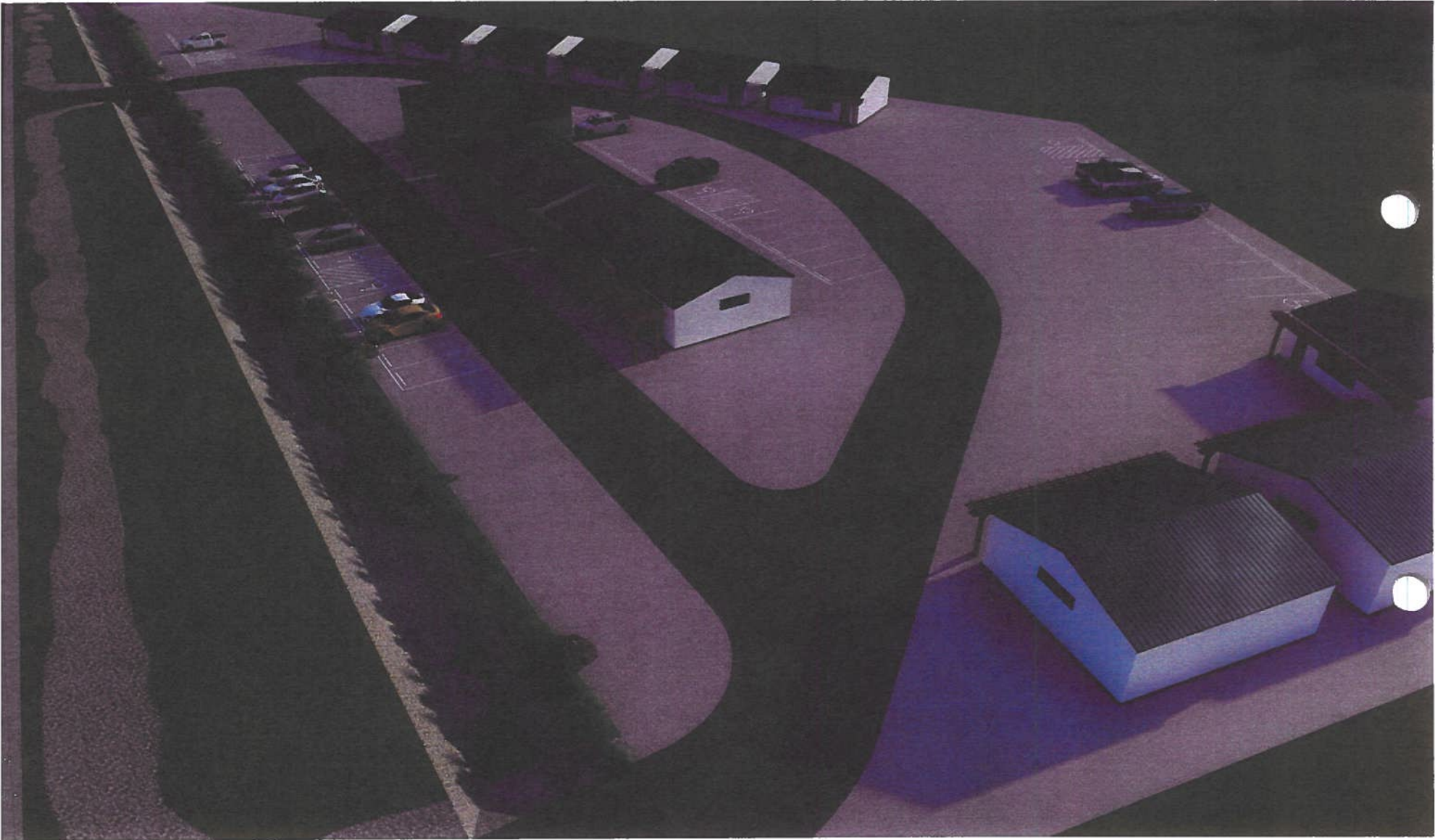
Joseph R.

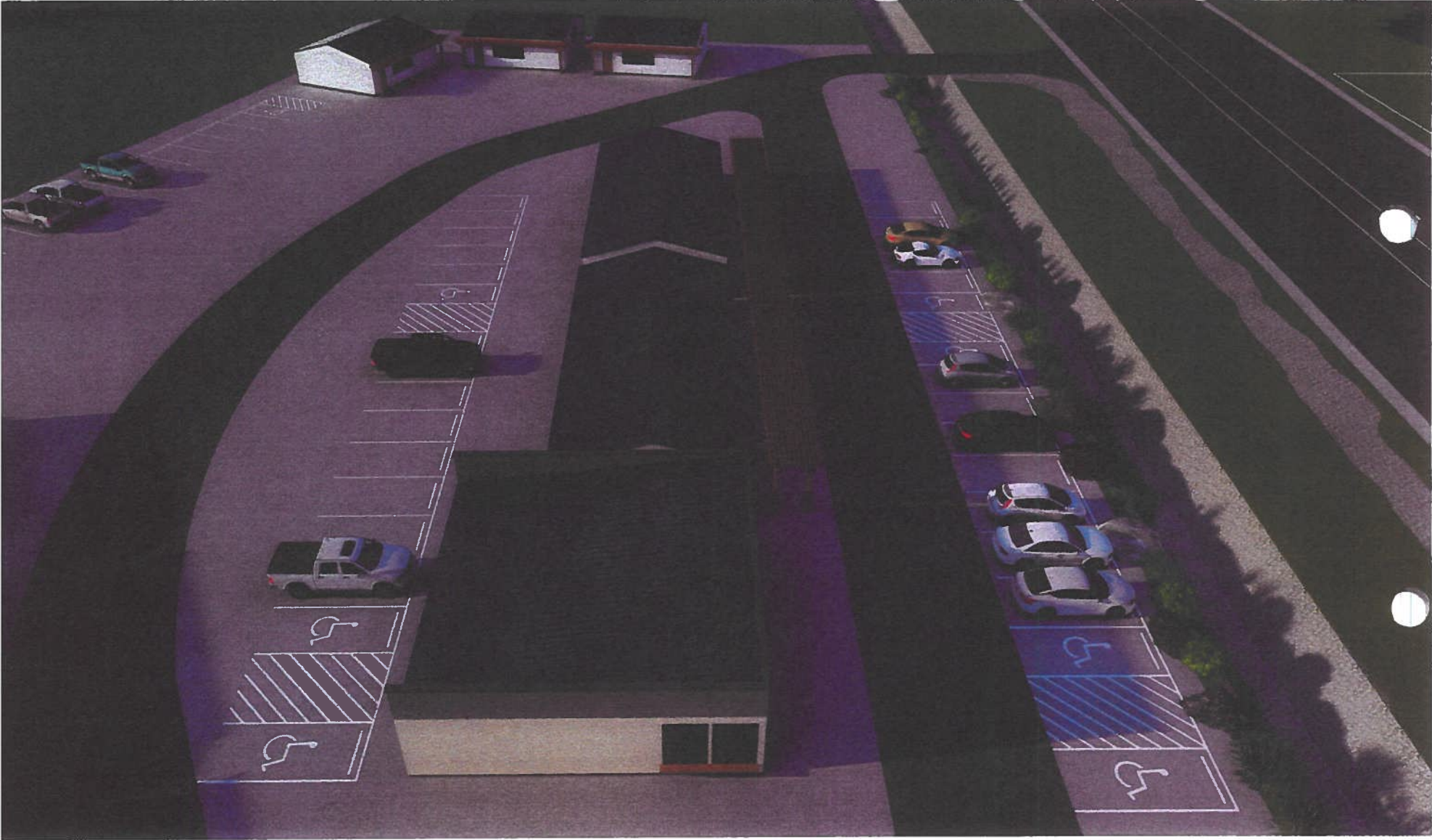
8-5-22

EXHIBIT /











City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Mayor Louie A. Trujillo

October 24, 2022

Mr. Joseph Rivera
1902 N. Grand Avenue
Las Vegas, NM 87701

Dear Mr. Rivera:

This is to advise you that at the Council Meeting held on October 19, 2022, council tabled the Zone Change application for your property located at 2446 N. Grand Avenue, Las Vegas, NM 87701.

Council requested that you submit the following documents to Community Development staff as soon as possible:

- A parking plan for the Air B&B, the retail spaces and future restaurant;
- A copy of the notarized letter/agreement for connection to the neighbors sewer line; and
- A landscaping plan for the property, including a rendering of how it is going to look when the project is finished.

Council also requested that a new DRT meeting to review the submitted documents. I need to receive required documents by Friday, October 28, 2022 in order to schedule a Development Review Team (DRT) meeting on Tuesday, November 1, 2022 and to submit to City Council for the November 16, 2022 meeting.

If unable to submit documents by October 28, 2022, please submit documents by Friday, November 4, 2022 in order to schedule a Development Review Team (DRT) meeting on Tuesday, November 8, 2022 and to submit to City Council for the December 14, 2022 meeting.

If you have any questions, please contact me at (505) 454-1401, ext. 1608 or via email at: mariaperea@lasvegasnm.gov.

Sincerely,

Maria D. Perea
Planning & Zoning Coordinator



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

Meeting Date: January 10, 2024

Date Submitted: 12/27/23

Department: Community Dev.

Item/Topic: Request approval to accept edits to Samaritan House Contract

The Community Development Department was approached by George Lyon Executive Director of Samaritan House, in regards to sections A and E on page 4 he requested changes for these sections due to higher homeless population and money constraints.

Fiscal Impact:

Attachments: Signed and approved Contract/ Contract with edits

Committee Recommendation:

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

Approved For Submittal By:



Department Director

Reviewed By:

Finance Director



City Manager

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

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

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

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

THIS AGREEMENT is hereby made and entered into this ____ day of November 2023 (“Effective Date”) by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”) and the Samaritan House, Inc., a New Mexico non-profit corporation (“Samaritan”).

Recitals

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

WHEREAS, the City commits to financial support of Samaritan in a monthly amount not to exceed \$8,333.00 per month, from December ____, 2023 through May 1, 2024 not to exceed \$50,000.00.

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

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

1. Term. This Agreement shall be valid through May 30, 2023, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.
2. Completion Schedule. Samaritan shall complete the tasks and deliverables as provided in the section entitled “Scope of Work” and provide monthly reports as outlined.
3. Compensation and Payment Schedule. The City will pay Samaritan for services satisfactorily rendered in the monthly amount not to exceed \$8,333.00. Said amount shall be paid to Samaritan upon the City’s receipt of Samaritan’s monthly invoice on the condition that Samaritan has accomplished the Scope of Services outlined herein to the satisfaction of the City. Payments shall be made to Samaritan within thirty days after the City certifies its receipt of Samaritan’s invoice. No further amounts shall be available under this Agreement unless authorized by the City Council and embodied in a written amendment to this Agreement.
4. Termination. In addition to any other remedy provided by law, the City may terminate this Agreement for any reason, at any time, in the City’s sole discretion, by giving a 30 day written notice to Samaritan. Samaritan shall render a final report of the services performed up to the date of termination and shall turn over the City original copies of work, research or papers prepared under this Agreement.

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

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

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

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

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

10. Insurance Requirements. Prior to receiving any payments from the City, Samaritan, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within ten (10) days of cancellation or modification of such policies. Policies of insurance will be written by companies authorized to write such insurance in New Mexico and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Samaritan shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Clerk. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve Samaritan of full responsibility to maintain the required insurance in full force and effect. Samaritan shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing service under this Agreement. Samaritan shall comply with the applicable provisions of the New Mexico Workers' Compensation Act, the

Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are subcontracted, Samaritan will require the subcontractor similarly to provide such

coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. Samaritan covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by Samaritan's failure to comply with the provisions of this paragraph and that the indemnification provision of this Agreement will apply to this paragraph. Samaritan shall provide the City with evidence of its compliance with such requirement prior to receiving any payments from the City. All documents required under this Section 10 shall be provided to the City Clerk's Office, and are hereby made part of this Agreement.

11. Indemnification. Samaritan agrees to indemnify and hold harmless the City, its elected officials, agents, and employees from any and all claims, suits, and causes of action which may arise. Samaritan further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Samaritan, its employees, agents, other representatives, invitees or guests.

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

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

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

15. Conflict of Interest. Samaritan warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this Agreement.

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

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

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

19. Conformance to Laws. Samaritan shall comply with all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under this Agreement.

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

21. Third-Party Beneficiaries. By entering into this Agreement, Samaritan and the City do not intend to, and shall not, create any right, title, or interest in or for the benefit of any entity other than the City and Samaritan. No entity shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary under this Agreement.

22. Miscellaneous. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs and successors. Time shall be of the essence regarding all obligations of the parties herein. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or obligations were fulfilled. Samaritan and its members or agents understand that they may appeal the decision of the City Manager to the City’s Governing Body. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach to the same or any other provision of the Agreement. This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the Charter and Ordinances of the City of Las Vegas as they exist at the time this Agreement is signed. All of these Statutes, Charter and Ordinances are incorporated by reference into this Agreement.

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

- A. Sleeping accommodations from 1900 hrs. ~~1700hrs.~~ to 0830 hrs.,
- B. The provisions of dinner and breakfast,
- C. Clothing, and hygiene items as necessary.
- D. Housing referral ~~Referral~~ to all in need or the appropriate resource as requested by the guest.
- ~~E. Open a day program to provide breakfast and lunch, laundry and computer access, open from 1000 hrs to 1200 hrs Monday thru Friday.~~
- F. Develop and implement policies and procedures related to safety and security in the dorms. These policies and procedures should be communicated to all tenants and staff.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS Approved By:

_____ Date: _____
Tim Montgomery ~~Leo Maestas~~, City Manager

Attest: _____

Casandra Fresquez, City Clerk

Approved as to legal sufficiency:

SAMARITAN:

Signature: _____

Printed Name: _____ Title: _____

Email address: _____

Date: _____

SERVICE AGREEMENT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND THE SAMARITAN HOUSE, INC.
City of Las Vegas
Date

THIS AGREEMENT is hereby made and entered into this 21st day of November 2023 (“Effective Date”) by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”) and the Samaritan House, Inc., a New Mexico non-profit corporation (“Samaritan”).

Recitals

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

WHEREAS, the City commits to financial support of Samaritan in a monthly amount not to exceed \$8,333.00 per month, from December 1st, 2023 through May 3rd, 2024 not to exceed \$50,000.00

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

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

1. Term. This Agreement shall be valid through May 30, 2024 unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.
2. Completion Schedule. Samaritan shall complete the tasks and deliverables as provided in the section entitled “Scope of Work” and provide monthly reports as outlined.
3. Compensation and Payment Schedule. The City will pay Samaritan for services satisfactorily rendered in the monthly amount not to exceed \$8,333.00. Said amount shall be paid to Samaritan upon the City’s receipt of Samaritan’s monthly invoice on the condition that Samaritan has accomplished the Scope of Services outlined herein to the satisfaction of the City. Payments shall be made to Samaritan within thirty days after the City certifies its receipt of Samaritan’s invoice. No further amounts shall be available under this Agreement unless authorized by the City Council and embodied in a written amendment to this Agreement.
4. Termination. In addition to any other remedy provided by law, the City may terminate this Agreement for any reason, at any time, in the City’s sole discretion, by giving a 30 day written notice to Samaritan. Samaritan shall render a final report of the services performed up to the date of termination and shall turn over the City original copies of work, research or papers prepared under this Agreement.
5. Samaritan Independent from City. Nothing in this Agreement is intended or shall be construed in any way as creating or establishing any partnership, joint venture or association or to make the Samaritan, or any of Samaritan’s employees or agents, an agent, representative or employee of the

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

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

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

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

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

10. Insurance Requirements. Prior to receiving any payments from the City, Samaritan, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within ten (10) days of cancellation or modification of such policies. Policies of insurance will be written by companies authorized to write such insurance in New Mexico and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Samaritan shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Clerk. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve Samaritan of full responsibility to maintain the required insurance in full force and effect. Samaritan shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing service under this Agreement. Samaritan shall comply with the applicable provisions of the New Mexico Workers' Compensation Act, the

Services Contract between City of Las Vegas and Samaritan House Page 2 of 6

Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are subcontracted, Samaritan will require the subcontractor similarly to provide such

coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. Samaritan covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by Samaritan's failure to comply with the provisions of this paragraph and that the indemnification provision of this Agreement will apply to this paragraph. Samaritan shall provide the City with evidence of its compliance with such requirement prior to receiving any payments from the City. All documents required under this Section 10 shall be provided to the City Clerk's Office, and are hereby made part of this Agreement.

11. Indemnification. Samaritan agrees to indemnify and hold harmless the City, its elected officials, agents, and employees from any and all claims, suits, and causes of action which may arise. Samaritan further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Samaritan, its employees, agents, other representatives, invitees or guests.

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

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

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

15. Conflict of Interest. Samaritan warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this Agreement.

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

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

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

19. Conformance to Laws. Samaritan shall comply with all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under this Agreement.

than the City and Samaritan. No entity shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary under this Agreement.

22. Miscellaneous. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs and successors. Time shall be of the essence regarding all obligations of the parties herein. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or obligations were fulfilled. Samaritan and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach to the same or any other provision of the Agreement. This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the Charter and Ordinances of the City of Las Vegas as they exist at the time this Agreement is signed. All of these Statutes, Charter and Ordinances are incorporated by reference into this Agreement.

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

- A. Sleeping accommodations from 1700 hrs to 0830 hrs
- B. The provisions of dinner and breakfast.
- C. Clothing and hygiene items as necessary.
- D. Referral to the appropriate resource as requested by the guest.
- E. Open a day program to provide breakfast, lunch, laundry and computer access, open from 1000 hrs to 1200 hrs Monday thru Friday.
- F. Develop and implement policies and procedures related to safety and security in dorms. These policies and procedures should be communicated to all tenants and staff.

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

- a. Samaritan shall operate within an Interim Rule Program (IRP), where new, revised, removed or recommended policy or procedures from staff, guests, the public or interested parties shall be formally introduced to the Board of Directors for consideration. The final rule shall be posted at the entrances of the Samaritan House.
- b. Law Enforcement shall have access to all outdoor camera systems on request.
- c. A dedicated phone line and voice mailbox shall be available for public comment 24 hours a day for the term of this agreement.

- d. Twice monthly, for 30-45 minutes, Samaritan House will open a Zoom session for updates to the public on the most recent efforts to combat addiction, stigma, and mental illness in San Miguel County and to ask questions of the experts.
- e. One Board member appointment shall be made available to any neighborhood homeowner within the shelter zip code for the term of this agreement.
- f. Have a Fire Inspection conducted by Las Vegas Fire Department annually to assure fire codes are up to date.

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

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

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

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

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

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

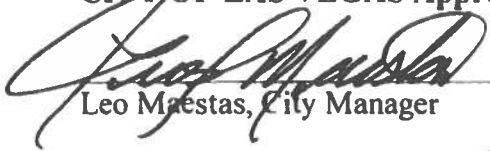
Records and Audits: Samaritan shall maintain, throughout the term of this Agreement and for a period of five years thereafter, detailed descriptions that indicate the date, time, and nature of services rendered under the terms and limitations of this agreement.

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

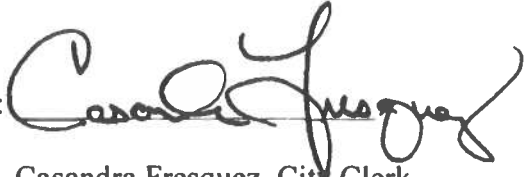
Inspections: Any City Department authorized by law can enter and inspect the Samaritan shelter with or without notice. Any violation and conviction of Samaritan House of interfering with a lawful entry and inspection by the City shall immediately void and terminate this agreement.

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

CITY OF LAS VEGAS Approved By:


Leo Maestas, City Manager

Date: 11/22/23

Attest: 
Casandra Fresquez, City Clerk

Approved as to legal sufficiency:

DocuSigned by:

108BF31DE2FA474

SAMARITAN:

Signature: 

Printed Name: George Lyon Title: Executive Director

Email address: george@georgelyon.org

Date: 11/21/23



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

Meeting Date: January 10, 2024

Date Submitted: 1/2/24

Department: Human Resource

Item/Topic: Consideration to approve the restructuring of the Community Development Department/Transportation Division Organizational Chart by adding a Transit Supervisor position. As per the recent audit compliance review that was conducted, the lack of this position was of high concern and highly recommended that it be brought back. As per the Municipal City Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

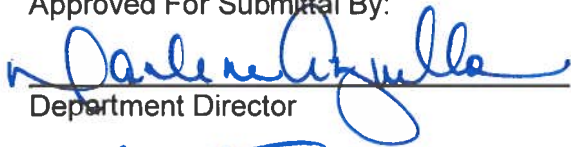
Fiscal Impact: \$22,880.00 (estimated without benefits) for the remainder of the fiscal year. \$45,760.00 full fiscal year; state grant pays 50% of this salary.

Attachments: City of Las Vegas Proposed Organizational Chart and Approved Organizational Chart in December 2022.

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

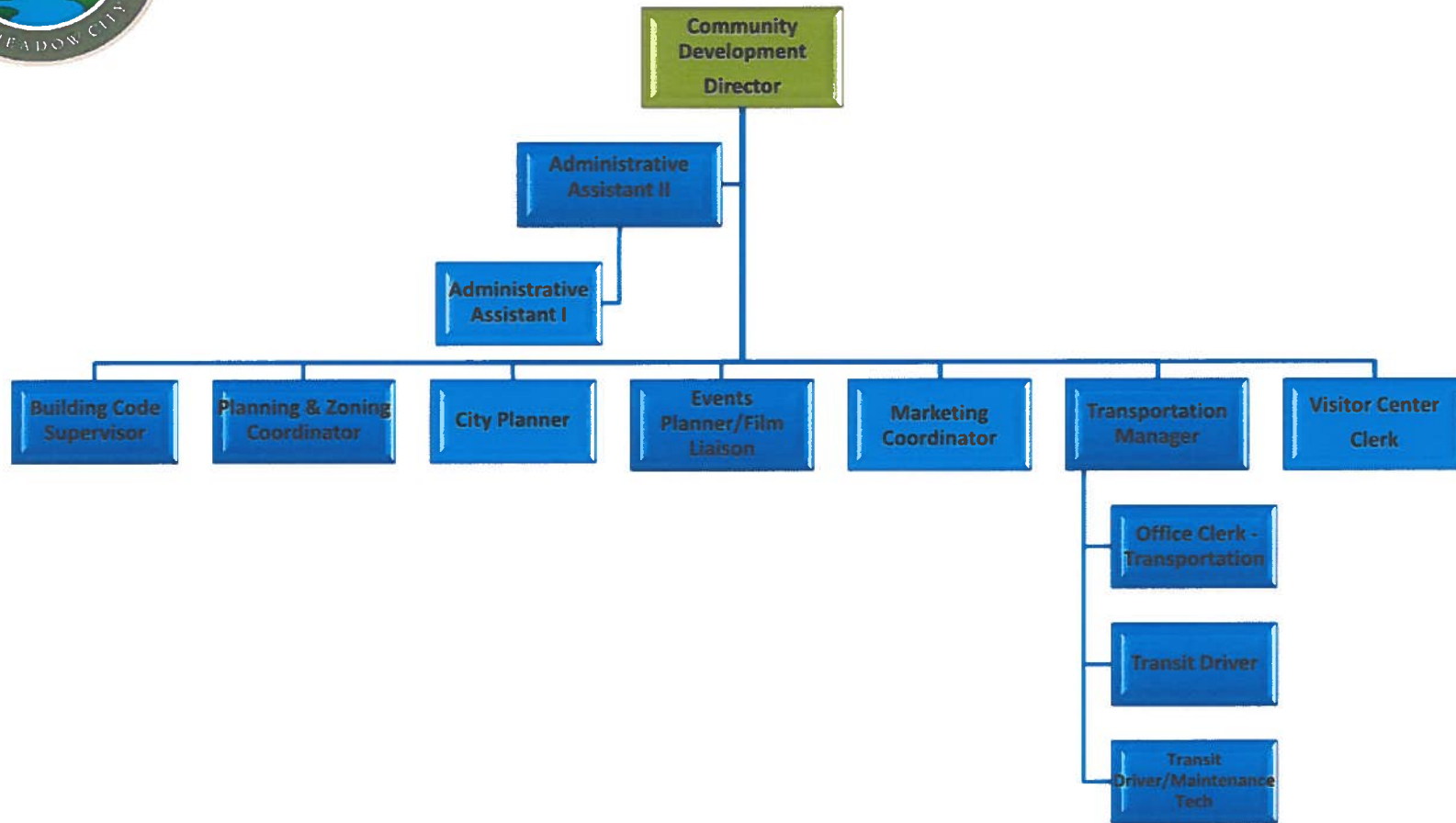
**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

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

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



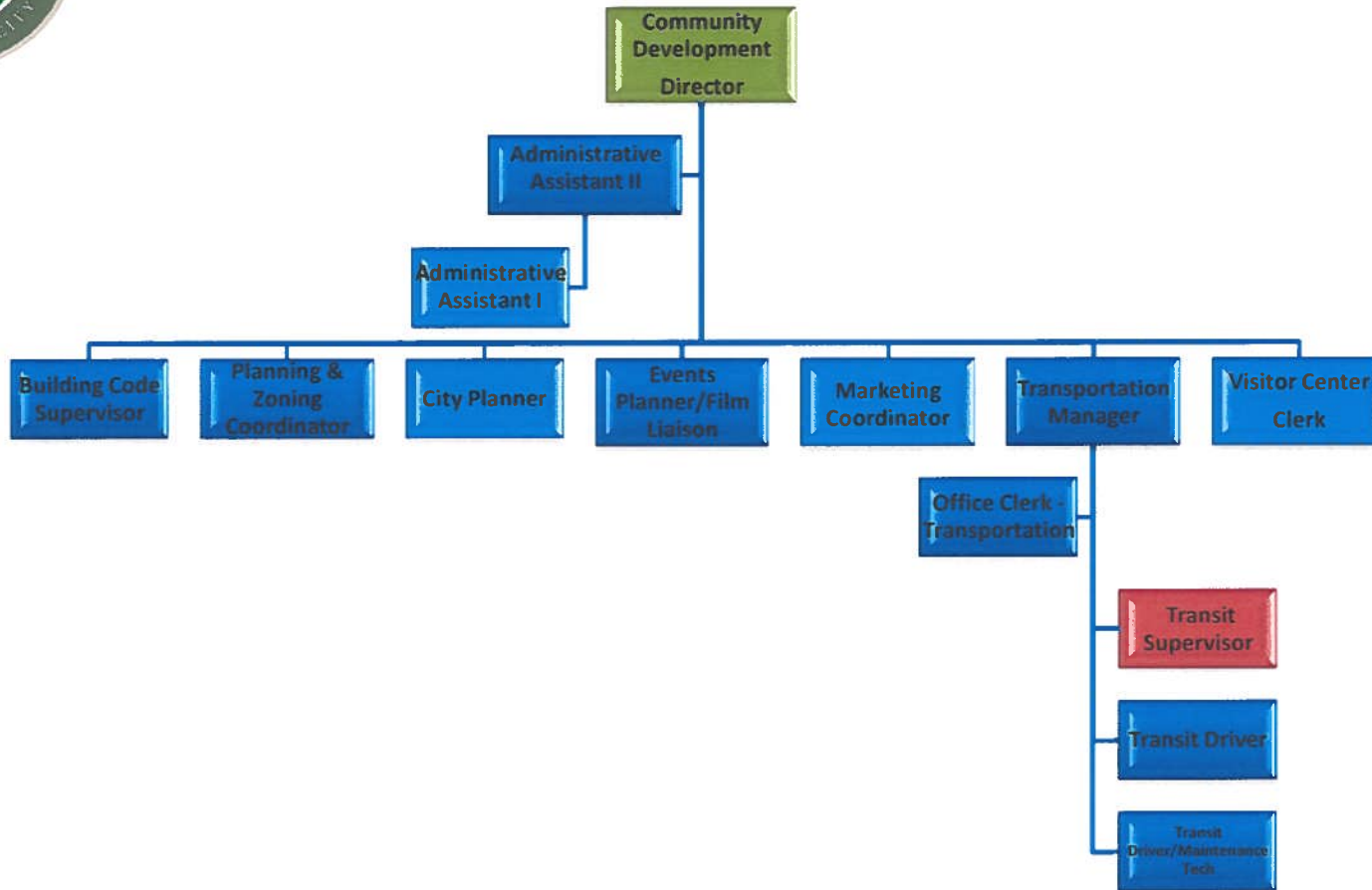
COMMUNITY DEVELOPMENT



Final approved by Mayor and Council on 12/14/22



COMMUNITY DEVELOPMENT





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

Meeting Date: January 10, 2024

Date Submitted: 12/22/23

Department: Public Works

Item Topic: Request approval of purchasing a mower for the City of Las Vegas Municipal Airport in the amount of \$160,000.00, administered and funded through the New Mexico Department of Transportation Aviation Department. NMDOT Aviation Department funding amount being \$160,000.00 (100%).

Fiscal Impact: Providing City funds in the amount of \$160,000.00


Attachments: Application


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

Approved for submittal by:


Department Director

Reviewed by:

 12/29/23
Finance Director

 12/29/23
City Manager

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

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

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

RESOLUTION 24-01

City of Las Vegas

A RESOLUTION FOR THE CITY OF LAS VEGAS TO ACCEPT A GRANT OFFER ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION(NMDOT) AVIATION DIVISION

WHEREAS, the City of Las Vegas and the New Mexico Department of Transportation Aviation Division will enter into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$160,000.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation’s Aviation Division share shall be \$160,000.00 or (100%)
- b. City of Las Vegas proportional matching share shall be \$0 or (0%)

TOTAL PROJECT COST IS \$160,000.00

City of Las Vegas shall pay all costs, which exceed the total amount of \$160,000.00.

Now therefore, be it resolved in official session that the City of Las Vegas determines, resolves, and orders as follows:

That the project for this agreement is adopted and has a priority standing.

The agreement terminates on _____ and the City of Las Vegas incorporates all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved, by the City of Las Vegas to enter into an Agreement for Project Number LVS-24-01 with the New Mexico Department of Transportation Aviation Division for the year 2024-2025 for the purchasing of a mower and mowing equipment for the City of Las Vegas Municipal Airport within the control of the City of Las Vegas in Las Vegas/San Miguel County, New Mexico.

David Romero, Mayor

ATTEST:

Casandra Fresquez, City Clerk

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date

Dec 15, 2023

Project Location

LVS - LAS VEGAS MUNICIPAL AIRPORT

Sponsor

LAS VEGAS, CITY OF

Address

1700 GRAND AVE

City

LAS VEGAS

NM

Zip Code

87701

Participation

STATE ONLY

Funding Breakdown

100

Contract No. _____

Project No.

LVS-24-01

Vendor No.

0000054343

Expiration Date _____

Purchase Order No: _____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

PURCHASE MOWER

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 160,000	\$ 	\$ 	\$ 160,000

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

7. Term.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

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

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

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

15. Terms of this Agreement.

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

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

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

18. Severability.

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

19. Applicable Law.

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

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
General Office: (505) 795-1401
Fax: (505) 244-1790
E-mail: Aviation.Division@dot.nm.gov

Name	DANNY GURULE		
Title	MANAGER PUBLIC WORKS		
Sponsor	LAS VEGAS, CITY OF		
Address	1700 GRAND AVE		
City	LAS VEGAS	NM	Zip Code 87701
Office Phone	+1 (505) 454-1401	Fax	+1 (505) 454-8036
E-Mail	DGURULE@LASVEGASNM.GOV		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
Aviation Division Director
or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

SPONSOR

Print Name: _____

By: _____

Date: _____

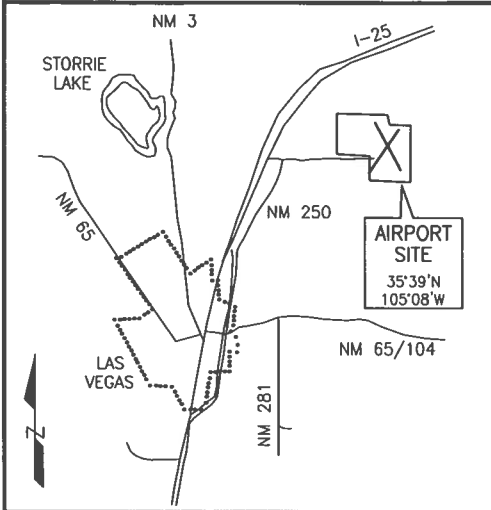
Title: _____

EXHIBIT A

LAS VEGAS, NM

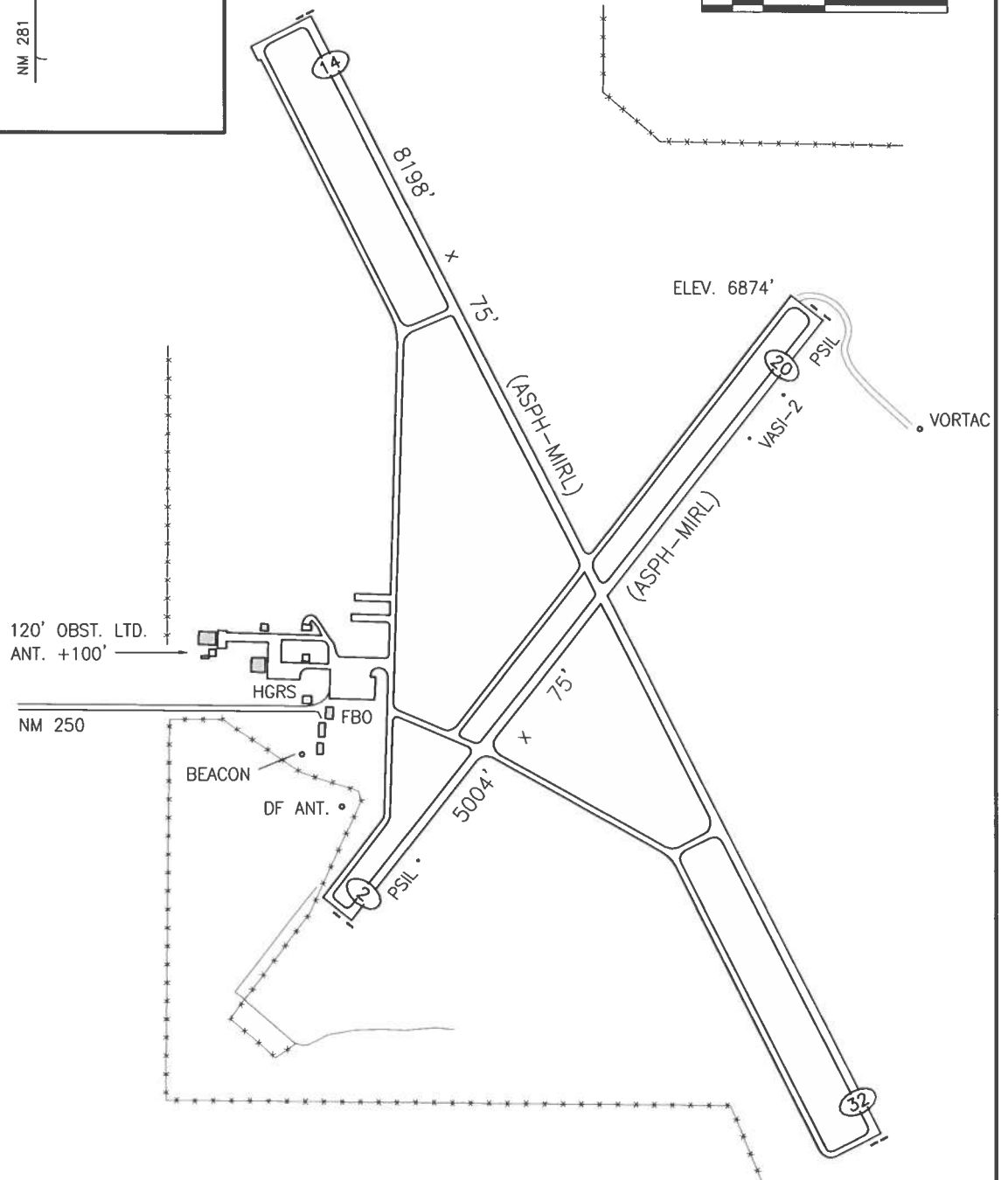
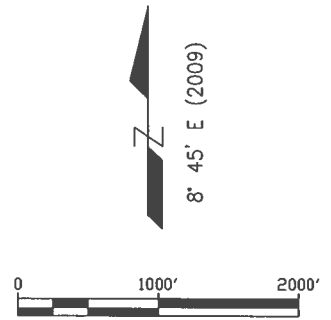
LAS VEGAS MUNICIPAL AIRPORT (LVS)

SITE NO. 14637.A



REMARKS:

1. QUAD. - 7.5 MIN. LAS VEGAS NORTHWEST.



1/26/10

LASVEGAS_LVS

EXHIBIT B

LOCATION:
Las Vegas Municipal Airport

PROJECT:
Purchase Mower

LAND ACQUISITION	
CONSTRUCTION	
ENGINEERING	
ADMINISTRATIVE (SPECIFY)	
INSPECTION	
TESTING	
EQUIPMENT	\$160,000
OTHER (SPECIFY)	
TOTAL	\$160,000

REMARKS:
Total includes all NMGRT's

PROJECT COSTS: \$160,000

State Share (100%): \$160,000



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

Meeting Date: 1/10/24

Date Submitted: 12/21/2023

Department: Public Works

Item/Topic: Award RFB 2024-10 Las Vegas Airport Airfield lighting and Signage Project to Electric Horseman in the amount of \$126,360.46 excludes NMGR.

Advertised September 29, 2023 (Albuquerque Journal, Optic and City's Website)

Opening date October 25, 2023

Number of bidders: 1

Electric Horseman

\$126,360.46

Fiscal Impact: None


Attachments: Engineers award recommendation, bid tabulation.


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

Approved For Submittal By:


Department Director

Reviewed By:

 12/29/23
Finance Director

 12/29/23
City Manager

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

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

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

MOLZENCORBIN

October 27, 2023

Mr. Daniel Gurule
Public Works Manager
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87704

**RE: City of Las Vegas – Airfield Lighting and Signage Rehabilitation Ph II LVG180-18
City Bid Opening 2024-10
Recommendation of Award**

Dear Mr. Gurule:

Bids were opened for the above-referenced project on October 25, 2023. The following Bid was received:

Bidder	Base Bid
The Electric Horseman, Inc.	\$ 126,360.46

A Bid Summary is enclosed along with the Bid Tabulation.

The apparent low Bidder for the project is The Electric Horseman, Inc. We have reviewed the documents as follows:

- The Electric Horseman, Inc. Bid Proposal was signed by Mr. Dennis M. Lucero, an individual duly authorized to bind the company.
- The Electric Horseman, Inc. is a licensed contractor in the State of New Mexico, License No. 84183, with License Classifications EE-98. We have verified this information with PSI License Management (<http://public.psiexams.com/search.jsp>).
- The New Mexico Department of Workforce Solutions listed Registration No. 00230602010816, for this company (www.dws.state.nm.us/dws-pubwage.html#Reg).

Along with the signed Bid Proposal form, The Electric Horseman, Inc. submitted the following:

- Bid Bond in the amount of 5% of the Bid with Power of Attorney. The surety for the Bid Bond is Merchants National Bonding, Inc., NAICS No. 11595, with the underwriting limitation of \$3,116,000.00. They are listed on Federal Circular 570 and licensed to do business in the State of New Mexico. We have verified this information with the United States Department of the Treasury's Listing of Sureties Approved to Conduct Business in the State of New Mexico (www.fms.treas.gov/c570).

Mr. Daniel Gurule
October 27, 2023
Page 2

- Bidder Information Form.
- Non-Collusion Affidavit.
- EEO Certification.
- Campaign Contribution Disclosure Form.
- Buy American Certification.
- DBE Certification.
- Subcontractor's Fair Practices Act Compliance.

Based on the information before us, The Electric Horseman, Inc. has submitted the lowest responsive, responsible Bid. We recommend that if a Contract is awarded for this Work, it is awarded to The Electric Horseman, Inc. for the Base Bid total of \$126,360.46, excluding New Mexico Gross Receipts Tax (NMGRT), and a Base Bid total including NMGRT of \$136,653.52. This project is subject to partial funding by the Federal Aviation Administration at 90 percent of the eligible project costs, and the New Mexico Department of Transportation Aviation Division at five percent of the eligible project costs. We further recommend that the award be contingent upon the City receiving grant funding.

Sincerely,

MOLZEN CORBIN



Mike Provine, P.E.
Vice President

MP
Enclosures

Bid Tabulation
Las Vegas Municipal Airport

Bid Opening October 25, 2023 2:00 pm

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	ESTIM.	Engineer's Estimate		Electric Horseman, Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SSP	Construction Traffic Control and Barricading, Complete	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00
2	L-110	PVC Electrical Conduit, Installed In Trench, CIP	150	LF	\$ 10.00	\$ 1,500.00	\$ 12.23 *	\$ 1,835.00
3	L-110	Trench/Backfill/Compaction for Electrical Cable or Duct, Complete	150	LF	\$ 8.00	\$ 1,200.00	\$ 22.67 *	\$ 3,400.00
4	L-108	5kV, #8, 1/C, L-824 Cable in Trench or Duct, CIP	300	LF	\$ 6.00	\$ 1,800.00	\$ 8.37 *	\$ 2,510.00
5	L-108	#6 AWG Bare Copper Stranded Counterpoise or Equipment Ground, in Trench or Duct, incl Ground Rods, CIP	150	LF	\$ 7.00	\$ 1,050.00	\$ 9.72 *	\$ 1,458.00
6	FAA	L-858 LED Guidance Sign, Size 2, Style 3, 1 Module on New Concrete Pad, incl Can, XFMR, Connections, Connections, CIP	4	EA	\$ 3,000.00	\$ 12,000.00	\$ 2,554.89 *	\$ 10,219.56
7	FAA	L-858 LED Guidance Sign, Size 2, Style 3, 2 Module on New Concrete Pad, incl Can, XFMR, Connections, Connections, CIP	18	EA	\$ 3,500.00	\$ 63,000.00	\$ 2,771.57 *	\$ 49,888.29
8	FAA	L-858 LED Guidance Sign, Size 2, Style 3, 3 Module on New Concrete Pad, incl Can, XFMR, Connections, Connections, CIP	2	EA	\$ 3,600.00	\$ 7,200.00	\$ 3,501.05 *	\$ 7,002.10
9	FAA	L-858 LED Guidance Sign, Size 2, Style 3, 4 Module on New Concrete Pad, incl Can, XFMR, Connections, Connections, CIP	3	EA	\$ 4,000.00	\$ 12,000.00	\$ 4,242.27 *	\$ 12,726.81
10	Dwg	L-858 LED Guidance Sign, Size 2, Style 3, 5 Module on New Concrete Pad, incl Can, XFMR, Connections, Connections, CIP	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 7,348.40 *	\$ 7,348.40
11	L-115	Pull Boxes (L-867), CIP	2	EA	\$ 600.00	\$ 1,200.00	\$ 786.15 *	\$ 1,572.30
12	SSP	Construction Staking	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,400.00	\$ 2,400.00
13	621	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00
					Subtotal Bid Items Nos. 1-13:		\$ 108,400.00	
					NMGR @ 8.145876:		8830.0472	
					Base Bid Total: Line a) Subtotal plus Line b) NMGR		\$ 117,230.05	
							\$ 126,360.46	
							\$ 10,293.07	
							\$ 136,653.52	

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an (*).


John M. Provine, P.E.



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

Meeting Date: January 10, 2024

Date Submitted: 12/29/23

Department: Utilities

Item/Topic: Addendum #1 to Contract #3951-23 with Souder Miller & Associates for professional engineering services for the water distribution system. RFP 2023-05 was awarded on 03/29/23 and Agreement #3951-23 was signed on 03/29/23. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of division line item number as needed.

Attachments: Addendum #1, Contract 3951-23.

Committee Recommendation: This item will be discussed at the January 9, 2024 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 #1
AGREEMENT/CONTRACT #3951-23
RFP# 2023-05
AWARDED ON: 3/29/2023
SOUDER MILLER & ASSOCIATES

This Addendum entered into this **29TH Day of March, 2023** 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 3/29/2023 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:

ENGINEERING SERVICES FOR WATER DISTRIBUTION SYSTEM

WHEREAS, the City and SOUDER MILLER & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from **3/29/2024 thru: 3/28/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3951-23.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **ENGINEERING SERVICES FOR WATER DISTRIBUTION 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 3/29/2023 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 3/29/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

SOUDER MILLER & ASSOCIATES

REVIEWED AND APPROVED:

Tim Montgomery Date
Interim City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND 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”), a New Mexico corporation, of 5454 Venice Avenue NE, Suite D, Albuquerque, New Mexico 87113, on this 29th day of March, 2023 (“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 Offeror shall perform Professional Engineering Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas Water Distribution System. 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 Offeror shall include the following services:

- a. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
- b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Utility Director or designee.
- c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
- d. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
- e. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.

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 to the proportionate extent such claims, suits and causes of action are due to 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.


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, and 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:


New Mexico Local Government Law

CONTRACTOR:


A052D8F8C48E4ED
Signature

March 29, 2023 | 9:42 PM MDT

Printed Name: Tod Phinney

Position: Senior Vice President

“ATTACHMENT “A”

Souder Miller Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

OPENING NO. 2023-05

SOUDER MILLER & ASSOCIATES SERVICES

RATES FOR SERVICE BROKEN DOWN

PREFERRED PROFESSIONAL FEE SCHEDULE - *EFFECTIVE January 2023*

PROFESSIONAL SERVICES

Professional Staff

Principal	\$ 240.00 per hour
Senior Manager III	\$ 225.00 per hour
Senior Manager II	\$ 210.00 per hour
Senior Manager I	\$ 200.00 per hour
Senior Engineer/Scientist/Surveyor III	\$ 190.00 per hour
Senior Engineer/Scientist/Surveyor II	\$ 180.00 per hour
Senior Engineer/Scientist/Surveyor I	\$ 165.00 per hour
Project Engineer/Scientist/Surveyor III	\$ 150.00 per hour
Project Engineer/Scientist/Surveyor II	\$ 140.00 per hour
Project Engineer/Scientist/Surveyor I	\$ 130.00 per hour
Staff EIT/Scientist/LSIT III	\$ 125.00 per hour
Staff EIT/Scientist/LSIT II	\$ 120.00 per hour
Staff EIT/Scientist/LSIT I	\$ 110.00 per hour

Technical Staff

Engineering/Design/Survey/Field Tech VIII	\$ 175.00 per hour
Engineering/Design/Survey/Field Tech VII	\$ 155.00 per hour
Engineering/Design/Survey/Field Tech VI	\$ 135.00 per hour
Engineering/Design/Survey/Field Tech V	\$ 120.00 per hour
Engineering/Design/Survey/Field Tech IV	\$ 105.00 per hour
Engineering/Design/Survey/Field Tech III	\$ 80.00 per hour
Engineering/Design/Survey/Field Tech II	\$ 80.00 per hour
Engineering/Design/Survey/Field Tech I	\$ 70.00 per hour
Technical Intern II	\$ 60.00 per hour
Technical Intern I	\$ 50.00 per hour
Construction Observer IV	\$ 120.00 per hour
Construction Observer III	\$ 100.00 per hour
Construction Observer II	\$ 80.00 per hour
Construction Observer I	\$ 60.00 per hour

Support Staff

Project Financial Manager Assistant II	\$ 100.00 per hour
Project Financial Manager Assistant I	\$ 75.00 per hour
Administrative Assistant IV	\$ 120.00 per hour
Administrative Assistant III	\$ 100.00 per hour
Administrative Assistant II	\$ 80.00 per hour
Administrative Assistant I	\$ 60.00 per hour

EXPENSES

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

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
 Mileage @ \$0.655 per mile (or current IRS rate)
 Per diem \$155.00 per day (or max per-diem rate per USGSA)
 Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

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

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.



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

Meeting Date: January 10, 2024

Date Submitted: 12/29/23

Department: Utilities

Item/Topic: Addendum #1 to Contract #3948-23 with SMA Operations LLC for water and waste water treatment plant management. RFP 2023-04 was awarded on 03/08/23 and Agreement #3948-23 was signed on 03/08/23. 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 3948-23.

Committee Recommendation: This item will be discussed at the January 9, 2024 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 #1
AGREEMENT/CONTRACT #3948-23
RFP# 2023-04
AWARDED ON: 3/8/2023
SOUDER MILLER & ASSOCIATES

This Addendum entered into this **29TH Day of March, 2023** 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 3/8/2023 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:

WATER & WASTE WATER TREATMENT PLANT MANAGEMENT

WHEREAS, the City and SOUDER MILLER & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from **3/8/2024 thru: 3/7/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3948-23.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **WATER & WASTE WATER TREATMENT PLANT MANAGEMENT** 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 3/8/2023 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 3/8/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

SOUDER MILLER & ASSOCIATES

REVIEWED AND APPROVED:

Tim Montgomery Date
Interim City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND SMA OPERATIONS, LLC

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 SMA Operations, LLC ("Contractor"), of 2904 Rodco Park Drive East, Bldg 100, Santa Fe, New Mexico 87505, on this 8th day of March, 2023 ("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 Offeror shall perform and provide Water & Waste Water Treatment Plant Management Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas Water & Waste Water Treatment Plants as needed and funding allows. Reference to ATTACHMENT B for a listing of assumptions and exclusions. 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 Offeror will provide Water & Waste Water Treatment Plant Management Services in the following areas:

1. Must have a minimum of one certified State of New Mexico Water & Waste Water Operator Level IV and have available certified NM Water and Waste Water operators to support the needs of the City of Las Vegas.
2. Manage, operate and maintain water and waste water treatment system within regulatory limits.
3. Supervise City staff for ongoing Operations and Maintenance (O& M) responsibilities.
4. Manage scheduling of Staff Operators, including daily shifts, stand-by and callout schedules.

5. Oversee sampling, in- house testing, and delivery to laboratory for analysis for compliance monitoring as required by permit.
6. Inspect chemical feed systems and maintain dosing levels for each system. Maintain chlorine residual for the water production system.
7. Provide routine maintenance, visual inspections, and housekeeping. Oversee use of work scheduling and completion.
8. Coordinate with distribution staff on system storage, scheduled, and emergency shutdowns.
9. Coordinate with Utility Department Project Managers and Contractors on Capital Improvement Projects taking place on Water and Waste Water Treatment and Production System.
10. Oversee Operations Staff to perform corrective maintenance on equipment. Oversee internal improvement projects of facility. Prepare purchase requisitions for purchase of materials and equipment for preventative, corrective maintenance and internal improvement projects.
11. Provide status reports of equipment and system components to Utilities Director.
12. Manage necessary licenses, certifications, and training and identify training for Operations Staff (required for certification and desire to improve overall skill set).
13. Inventory valve condition and position in water production system and exercise valves annually.
14. Complete security checks during site visits to ensure water production security against vandalism and animals. Notify designated City emergency contact if necessary
15. Notify Utilities Director of corrective maintenance that may be required that are beyond preventive maintenance activities. Under the direction of the City solicit quotes as required for City procurement.
16. Document inventory and notify Utility Department of spare parts and miscellaneous items needed for continuous operation of facilities.
17. Coordinate restocking of consumables necessary for water & waste water production system operation, including chemicals, fuses, electrical components, housekeeping and maintenance items, etc.
18. Inspect facilities for lighting, heating, and cooling and notify Utilities Director of needs and improvements.
19. Notify Utilities Director of all unforeseen conditions, such as water leaks and power outages.
20. Meet with compliance agencies as required for inspections.
21. Review and adhere to emergency response plan and site health and safety plan.
22. Maintain grounds and keep areas free of weeds, debris, and facilities free of pests.
23. Perform work per OSHA standards.
24. Schedule Operators to record tank levels and perform walk-around inspections of supply, treatment and storage facilities for external damage.

25. Log pump run hours and totalized flow for each well and booster station.
26. Manage maintenance schedules for electrical and mechanical equipment.
27. Review permits and assist City to ensure permits stay current.
28. Assist in training City Operators for progressive certifications.
29. Assist City with other tasks and activities for WTP & WWTP Operations as requested for the City and discussed prior to commencement of activities.
30. All other WTP & WWTP operations and tasking specific to all levels of New Mexico water and waste water operators.
31. Provide presentations as directed.
32. All other WTP & WWTP operations and tasking specific to all levels of New Mexico water and waste water operators.

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 negligent performance under this Agreement to the proportionate extent that such damages are caused by Contractor's negligence or willful misconduct. 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 to the proportionate extent that such damages are caused by Contractor's negligence or willful misconduct. Similarly, the City shall indemnify the Contractor for all losses, damages, claims, actions, or demands to the extent caused by the City's willful misconduct or negligent acts, errors or omissions as a result of this Agreement.

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

21. THIRD PARTY BENEFICIARIES: By entering into this agreement, the Parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.

22. APPROPRIATION: The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon

written notice being given by the City to the Contractor. The City's decision as to whether sufficient authorizations are available shall be accepted by Contractor and shall be final.

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


New Mexico Local Government Law

CONTRACTOR:

DocuSigned by:

FF4BBF7BD280480
Signature

Printed Name: Karl Tonander

Position: President, SMA Operations | 1:49

“ATTACHMENT “A”
SMA OPERATIONS, LLC COST PROPOSAL
CITY OF LAS VEGAS, NEW MEXICO
OPENING NO. 2023-04
WATER & WASTEWATER TREATMENT PLANT OPERATIONS& MANAGEMENT
SERVICES
RATES FOR SERVICE BROKEN DOWN

FEE SCHEDULE - EFFECTIVE JANUARY 2023
SMA OPERATIONS, LLC

OPERATION AND MANAGEMENT SERVICES

Operations Manager	\$ 80.00 per hour
Certified Operator IV	\$ 70.00 per hour
Certified Operator III	\$ 65.00 per hour
Certified Operator II	\$ 50.00 per hour
Certified Operator I	\$ 40.00 per hour
Operator IV	\$ 65.00 per hour
Operator III	\$ 60.00 per hour
Operator II	\$ 45.00 per hour
Operator I	\$ 35.00 per hour
Certified Laboratory Technician III	\$ 65.00 per hour
Certified Laboratory Technician II	\$ 50.00 per hour
Certified Laboratory Technician I	\$ 40.00 per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing. Project related expenses shall be billed at cost + 10%. A complete list of expense rates is available upon request.

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
Vehicle @ \$25/day while on site
Mileage @ \$0.655 per mile (or current IRS rate)
Per diem \$155.00 per day (or max per-diem rate per USGSA)
Other travel (car rental, air, etc.) @ actual cost

Travel time for operators will be invoiced to the Client based on travel from the SMA Operations Santa Fe Office (or nearer) to the City.

SUBCONTRACTED SERVICES

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

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

PRIVATE AND CONFIDENTIAL



PREFERRED PROFESSIONAL FEE SCHEDULE - EFFECTIVE JANUARY 2021

PROFESSIONAL SERVICES

Professional Staff

Principal	\$ 230.00	per hour
Senior Manager III	\$ 220.00	per hour
Senior Manager II	\$ 200.00	per hour
Senior Manager I	\$ 190.00	per hour
Senior Engineer/Scientist/Surveyor III	\$ 180.00	per hour
Senior Engineer/Scientist/Surveyor II	\$ 165.00	per hour
Senior Engineer/Scientist/Surveyor I	\$ 150.00	per hour
Project Engineer/Scientist/Surveyor III	\$ 140.00	per hour
Project Engineer/Scientist/Surveyor II	\$ 130.00	per hour
Project Engineer/Scientist/Surveyor I	\$ 120.00	per hour
Staff EIT/Scientist/LSIT III	\$ 120.00	per hour
Staff EIT/Scientist/LSIT II	\$ 110.00	per hour
Staff EIT/Scientist/LSIT I	\$ 100.00	per hour

Technical Staff

Engineering/Design/Survey/Field Tech VIII	\$ 165.00	per hour
Engineering/Design/Survey/Field Tech VII	\$ 145.00	per hour
Engineering/Design/Survey/Field Tech VI	\$ 125.00	per hour
Engineering/Design/Survey/Field Tech V	\$ 110.00	per hour
Engineering/Design/Survey/Field Tech IV	\$ 95.00	per hour
Engineering/Design/Survey/Field Tech III	\$ 80.00	per hour
Engineering/Design/Survey/Field Tech II	\$ 70.00	per hour
Engineering/Design/Survey/Field Tech I	\$ 60.00	per hour
Technical Intern II	\$ 60.00	per hour
Technical Intern I	\$ 50.00	per hour
Construction Observer IV	\$ 110.00	per hour
Construction Observer III	\$ 90.00	per hour
Construction Observer II	\$ 75.00	per hour
Construction Observer I	\$ 60.00	per hour

Support Staff

Project Financial/Manager Assistant II	\$ 90.00	per hour
Project Financial/Manager Assistant I	\$ 70.00	per hour
Administrative Assistant IV	\$ 110.00	per hour
Administrative Assistant III	\$ 90.00	per hour
Administrative Assistant II	\$ 70.00	per hour
Administrative Assistant I	\$ 50.00	per hour

EXPENSES

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

OTHER SERVICES

- Telephone/facsimile/postage @ actual cost
- Mileage @ \$0.56 per mile (or current IRS rate)
- Per diem \$151.00 per day (or max per-diem rate per USGSA)
- Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

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

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.



Souder, Miller & Associates
 Engineering ♦ Environmental ♦ Geomatics

ATTACHMENT B Assumptions and Exclusions

Critical facilities for work environment (Assumptions)

Repair and Replacement activities outside of normal operating conditions and normal working hours, repair services or coordination of contracted repair services for the facility or process equipment are time and materials outside of the contract. Purchase of any tools, equipment parts and/or outside repair personnel other than those listed in the contract shall be billed as per the SMA Operations Rate Schedule upon notification and approval by Utility Director.

It is assumed City employees will perform daily O&M and emergency response of the Water Treatment Plant, Wastewater Treatment Plant, and Collection System under the management of SMA Operations Staff. In the event the City is unable to respond to an emergency event SMA Operations will assist to manage and mitigate the emergency at the direction of the Utilities Director.

SMA Operations, LLC recognizes that the successful operation of the City of Las Vegas Water Production System and Wastewater Treatment Facility is a joint effort between our company and the City. It is the Owner's responsibility to provide the necessary resources (monetary and non-monetary) for operation of the system.

Critical facilities are items to be provided by the City in order for the scope of work described in this proposal to be completed by SMA Ops, including but not limited to:

1. Storage space for spare parts and equipment.
2. Dedicated spare parts and equipment for water production system, wastewater treatment facility, and repairs and maintenance of equipment.
3. Access to restroom and emergency shower.
4. Access to water production and storage facilities and/or notice of scheduled Capital Improvement Projects, special events or City activities that may impact operation of the water supply and storage facilities, based on best information available to Utilities Department.
5. Access to wastewater treatment facility and collection system components and/or notice of scheduled Capital Improvement Projects, special events or City activities that may impact operation of the wastewater treatment facilities, based on best information available to Utilities Department.
6. The City will reimburse SMA Operations for any specialty safety equipment acquired for City facilities.

Not in Contract (Exclusions)

The following items are not included in the contract scope of work:

1. All operating expenses including but not limited to: all utility costs, fuels, chemicals, and maintenance costs.
2. Payment of repair of equipment failure or resulting damages or effects except as attributed to Contractor negligence.
3. Facilities insurance as required.
4. Payment of laboratory analysis fees (to be invoiced to City of Las Vegas directly).
5. Payment of repairs, modifications, or upgrades to facility to meet compliance requirements.
6. All Distribution components not on WTP properties.
7. Work on specialized electrical components or specialized system repair.
8. Payment of equipment evaluations by manufacturer's representative and engineering analysis of water and wastewater system and components.
9. Payment of management/mitigation of unforeseen events that require additional resources not available at the facilities.
10. Development and revision to Emergency Response Plan outside of normal application and review process.



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

Meeting Date: January ¹⁰~~4~~, 2024

Date Submitted: 1/4/24

Department: Executive

Item/Topic: Consideration to approve a Professional Services Agreement for Consulting Services for ARCH Consulting. Four (4) quotes were solicited with only one (1) written bid received and three (3) no bids. This bid meets the requirements and qualifications to provide the consulting services needed for the City of Las Vegas.

Fiscal Impact: Unknown (but not to exceed \$60,000.00)

Attachments: None

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

 1/4/24

City Manager

**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: January 10, 2024

Date Submitted: 1/4/24

Department: Executive

Item: Request approval of a Professional Contract with City Clerk, Casandra Fresquez through December 31, 2025.

As per Municipal Charter, Section 5.05 City Clerk; C. The Governing Body shall enter into a contract with the City Clerk which shall establish, among other matters, compensation, benefits, duties and responsibilities. Professional Contract expires March 15, 2024.

Fiscal Impact:

Attachments: Current contract with City Clerk Casandra Fresquez

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 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 _____

PROFESSIONAL SERVICE CONTRACT
CITY CLERK

This Professional Service Contract (“Contract”) is made and entered into on this 15th day of December, 2021 (“Effective Date”), by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”) and Casandra Fresquez (“Employee or “City Attorney”).

Whereas, pursuant to the City Charter, the Employee has been appointed as the City Clerk for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council; and

Whereas, the City Charter requires that the Governing Body enter into a contract with the City Clerk, which shall establish, among other matters compensation, benefits, duties and responsibilities; and

Whereas, pursuant to the terms of this Contract, the City desires to replace the Employee’s existing contract to serve as City Clerk with this Contract, and the Employee desires to serve as City Clerk pursuant to the terms of this Contract.

Now, therefore, in consideration of the foregoing recitals to this Contract, which are incorporated herein by reference, and the covenants, terms, obligations and agreements set forth in this Contract, Employee and the City agree as follows:

1. **TERM**: This Contract shall begin on January 1, 2022, replacing the existing contract with Employee, and shall continue until March 15, 2024, or until terminated pursuant to this Contract, whichever comes first.
2. **DUTIES AND AUTHORITY**:
 - A. The City agrees to employ the Employee as the City Clerk for the City to perform the functions and duties specified in this Contract, any job description adopted by the City Council and the duties outlined in the Charter of the City of Las Vegas.
 - B. Mayor and Council shall review and evaluate the performance of the Employee, at least once annually following the adoption of the annual operating budget or at any other time the Governing Body shall so determine. Said review and evaluation shall be in accordance with specific goals and performance objectives as determined necessary for the operations of the City utilizing an evaluation form created by Mayor and Council.
3. **COMPENSATION**: City agrees to pay Employee an annual base salary of \$85,000.00 per annum, payable in installments at the same time that the other management employees of the City are paid.
4. **INSURANCE BENEFITS**: The City agrees to provide and pay the same City portions of the insurance benefits, which are provided to all other employees of the City.

5. **VACATION, SICK, AND MILITARY LEAVE:** The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. **MISCELLANEOUS BENEFITS:**

- A. The City Clerk may have the use of a City owned and maintained vehicle for City related purposes.
- B. The City agrees to enroll the City Clerk into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees received.

7. **GENERAL BUSINESS EXPENSES:**

- A. The City agrees to budget and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the City determines that these expenses are necessary for the Employee's professional participation and in the best interests of the City.
- B. The City shall allow the Employee to attend training programs with the NM Municipal League and other similar programs to allow the Employee's professional advancement. The City shall pay for the tuition, per diem and mileage expenses if the trainings have been approved in advance by the Mayor and City Council.
- C. The City shall provide sufficient support staff for the Employee.
- D. The City shall provide Employee with a computer, software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication.

8. **TERMINATION:**

- A. The Employee understands and agrees that the Employee serves at the will of the Governing Body pursuant to the terms of the City Charter and that the Employee may be suspended or removed with or without cause, for any reason or no reason at all, at any time by the Mayor, subject to approval of the City Council, or by a majority vote of all members of the Governing Body.
- B. Should the Employee be terminated as outlined herein, this Contract will immediately become null and void.
- C. Upon termination, the Employee shall be entitled to receive pay for the hours Employee has worked to the point of termination, as well as for the accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Under no circumstances shall the Employee have a right to severance pay.

9. **RESIGNATION**: In the event that Employee voluntarily resigns from the City, the Employee shall provide a minimum of 14 days notice in writing to the Governing Body. The Employee is entitled to accrued annual leave in accordance with the City Personnel Ordinance.
10. **SEVERABILITY**: The invalidity or partial invalidity of any portion of this Contract will not affect the validity of any other provision.
11. **HOURS OF WORK**: The Employee shall work a minimum of 40 hours per week, plus be available for City needs outside the regular business hours without additional compensation.
12. **OTHER PARTIES**: By entering into this Contract, the City and Employee do not intend to create any right, title or interest in or for the benefit of any person other than the City and Employee. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary.
13. **LAW THAT APPLIES**: This Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and the proper jurisdiction and venue for any legal action or cause of action regarding this Contract shall be the Fourth Judicial District Court in San Miguel County, New Mexico. This Contract shall be governed by the laws of New Mexico.
14. **ENTIRE AGREEMENT**: This Contract constitutes the entire agreement between the City and Employee. Any prior agreement, terms or representations, whether written or oral, are fully merged into and superseded by this Contract. No statement, promise or inducement made by the City or Employee, either written or oral, which is not contained in this Contract, is binding between the City and Employee. No changes or amendments to this Contract shall be effective, except those in writing and signed by the City and Employee.
15. **NO WAIVER**: No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
16. **APPROPRIATIONS**: The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and the City for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature of the City, this Contract shall terminate immediately upon written notice being given by the City to Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the Employee and shall be final. If the City proposes an amendment to the Contract unilaterally reduce funding, the Employee shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT: The Employee warrants that the Employee presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Employee certifies that the requirements of Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

18. PENALTIES FOR VIOLATION OF LAW: The New Mexico Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Approved by the Governing Body on December 15, 2021.



Louie A. Trujillo
Mayor of the City Of Las Vegas



Casandra Fresquez
City Clerk

ATTEST:



Danielle Sena, Deputy City Clerk

Reviewed as to legal sufficiency only:



Scott Aaron, City Attorney



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

Meeting Date: December 15, 2021

Date Submitted: 12/10/21

Department: Executive

Item: Request approval to renew the City Clerk's Professional Service Contract.

Fiscal Impact: \$10,600.00

Attachments: Professional Service Contract for City Clerk

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:



City Manager

Finance Director

City Attorney (Approved as to Form)

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

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Contract No. _____

Denied _____

Approved on 12/15/21

Other _____

*w/ change of date to term of
contract to reflect from 1/1/2022 to 3/15/2024 of.*



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

Meeting Date: January 10, 2024

Date Submitted: 1/4/24

Department: Executive

Item: Discussion and Review of applications submitted for Police Chief. There were a total of five (5) applicants to include; Matias Apodaca, Pam Sandoval, David Bibb, Caleb Marquez and Henry Trujillo.

As per Municipal Charter, Section 5.06 Chief of Police; B. The Mayor shall provide a list of not less than two (2) qualified candidates for the position of Chief of Police for the Council to review. The Council shall select a Chief of Police from the two candidates provided by the Mayor.

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 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 _____