



City of Las Vegas

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

Mayor Louie A. Trujillo

CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING May 10, 2023–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. **PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
- VIII. **COUNCILORS' REPORTS**
- IX. **CITY MANAGER'S REPORT**
- X. **APPROVAL OF MINUTES (April 12th and April 19th, 2023)**
- XI. **PRESENTATIONS (not to exceed 10-15 minutes)**

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4

- Presentation by J.P. Romero with Cordova Construction giving an update on the progress at Rodriguez Park.
- Presentation by Fire Chief Steven Spann on the International Association of Fire Chiefs (IAFC) Wildland-Urban Interface (WUI) mentorship program and WUI Conference.
- Presentation by Public Service Company of New Mexico (PNM) giving an overview of upcoming system improvement projects in the City of Las Vegas and providing an update on the streetlight conversion efforts within the City of Las Vegas.

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

1. Request approval of Addendum #2 to Contract #3825-21 with AECOM for engineering services for dams and reservoirs.

Maria Gilvarry, Utilities Director RFP 2022-09 was awarded on 10/13/21 and Agreement #3825-21 was signed on 12/23/21. The extended term of this agreement will be for 1 year.

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

Maria Gilvarry, Utilities Director RFP 2022-12 was awarded on 10/13/21 and Agreement #3850-22 was signed on 10/13/21. The extended term of this agreement will be for 1 year.

XIII. BUSINESS ITEMS

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

Phillip Martinez, San Miguel Chamber of Commerce President Fiscal Year 2023-2024 first quarter report for Contract #3944-23 with the City of Las Vegas.

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

Marcelino Roybal, Transportation Manager Meadow City Express is updating their current policy to reflect updated regulations required by the Federal Transit Administration (FTA) of the US Department of Transportation.

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

Maria Gilvary, Utilities Director There was only one bidder, Arthur Regional. This item will be discussed at the May 9, 2023 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

XIV. EXECUTIVE SESSION

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

XV. ADJOURN

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

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

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

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD
ON WEDNESDAY, APRIL 12, 2023 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.**

MAYOR: Louie A. Trujillo

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

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

CALL TO ORDER

Mayor Trujillo called the meeting to order at 5:31 pm.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo asked to take a moment to thank all volunteers who sit on the Boards, Commissions and Committees, those who help at the animal shelter, those who help from the United World College and those who volunteer their time in the community.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda. Councilor Montoya seconded the motion.

Councilor Montoya asked to remove the minutes from March 8, 2023 due to Business Item 1 on pg. 8 not having a second to the motion.

City Clerk Fresquez advised she would look into and bring it back.

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

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

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

There was no public input.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

- Appointment of Oliver Lesperance to the Lodgers Tax Board.

Councilor Romero made a motion to approve the appointment of Oliver Lesperance to the Lodgers Tax Board. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

- Appointment of Katrin Scholz-Barth, Kristen Sanders and Antonio Jaramillo to the Tree Board.

Councilor Romero made a motion to approve the appointment of Katrin Scholz-Barth, Kristen Sanders and Antonio Jaramillo to the Tree Board. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

Mr. Spencer from the Tree Board presented the Mayor and Council with a flag. Mr. Spencer thanked them for approving the new members for the Tree Board.

COUNCILORS' REPORTS

Councilor Casey voiced her concerns regarding animals running at large, the need for more staff at the Animal Care Center and the need for cameras. Councilor Casey advised that they need to be made aware when instances occur at the Animal Care Center, instead of finding out on Facebook. Councilor Casey advised she had received about six or seven photos of sidewalks in bad shape on 6th Street, and they were sent to the City Manager, Deputy City Manager and Public Works Director. Councilor Casey asked for clarification regarding if the sidewalk is the responsibility of the property owner or the City.

Councilor Romero expressed his frustration with the direction of the City and where they are at and being questioned that City Councilors are micromanaging. Councilor Romero agreed with Councilor Casey about the Animal Care Center and advised he was told the break in was nothing major and then he saw it on the optic, Facebook and on the news. Councilor Romero advised as Councilors they have to ensure fiscal responsibilities for monies spent properly. Councilor Romero voiced his concerns with monies not spent for El Creston Park. Councilor Romero discussed his concerns with the four foot fencing at the south end of El Creston Park.

City Manager Maestas discussed walking the project to make sure everyone's needs are met.

Councilor Romero discussed his concerns regarding raises. Councilor Romero mentioned Councilor Montoya wanting a public review of what they are doing to address the audit findings.

Councilor Montoya requested to discuss the audit findings during executive session along with City Manager Maestas.

Councilor Romero requested having City Manager Maestas' evaluation on the agenda as an item.

Councilor Montoya asked what Councilor Romero was referring to regarding Council micromanaging and the City going in the wrong direction.

Councilor Romero advised there are comments he has heard and he doesn't know where they are coming from.

City Manager Maestas advised he would also like to know where those comments are coming from.

CITY MANAGER'S REPORT

City Manager Maestas discussed the following;

- Welcomed new staff to the City of Las Vegas
- (5) Auctions completed
- Various project updates
- RFP update for Hot Springs Blvd.
- Legion Project construction portion
- Hiring event taking place

Mayor Trujillo asked if the El Creston Park would be completed and if the funds would be used by the end of June.

City Manager Maestas advised yes.

Councilor Montoya asked if the funds from the auction went back to the department.

City Manager Maestas advised yes.

Councilor Montoya acknowledged the Public Works department when they went on a tour of the riverwalk with the NMDOT. Councilor Montoya advised they applied for funding and is 100% sure they will get it. Councilor Montoya thanked Public Works Director Lopez and his staff for addressing the missing asphalt and cleaning the trees at City Hall. Councilor Montoya mentioned pothole patching being done throughout the City. Councilor Montoya voiced his concerns regarding Rodriguez Park not being ready for opening ceremonies. Councilor Montoya discussed all the different projects that have happened in the City during the current administration.

Councilor Romero asked where they were at regarding the budget for the Fiestas.

City Manager Maestas advised they do have a budget for the Fiestas and have been identifying how much revenues came in from the vendors last year.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes from March 6, March 15 and March 28, 2023. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

PRESENTATIONS

Richard Lindebor, president of the Arts Council gave a presentation regarding an overview of activities in the City-owned building at 140 Bridge Street, discussion on the MOU between them and the City and a description of their twice monthly community calendar.

Mayor Trujillo thanked Mr. Lindebor for all he and his staff do.

CONSENT ITEMS

City Clerk Fresquez read the Consent Agenda (1-3) into the record as follows;

1. Request approval of Addendum #2 to Contract #3782-21 with James, Cooke & Hobson, Inc. for professional pump, motor, mechanical and electrical services for the City of Las Vegas.
2. Request approval of Addendum #2 to Contract #3783-21 with Molzen Corbin & Associates for professional engineering services for the Solid Waste facility.
3. Request approval of Addendum #2 to Contract #3784-21 with Molzen Corbin & Associates for professional engineering services for the Waste Water system.

Councilor Casey made a motion to approve the Consent Agenda (1-3) as read into the record. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

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

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

City Clerk Fresquez advised the motion carried.

Human Resource Director Darlene Arguello swore in City Clerk Casandra Fresquez, and Frank and Janet Beurskens.

1. Conduct a Public Hearing and Approval of a Restaurant A – Beer and Wine Liquor License with on premises consumption only application for Stella’s Café, LLC.

City Clerk Fresquez advised Stella’s Cafe LLC had applied for a Beer and Wine liquor license in January and the Alcohol Beverage Control Division had a preliminary approval. City Clerk Fresquez advised it was now up for Council's consideration, and advised all publications and zoning requirements were met.

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

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

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to approve the Restaurant A – Beer and Wine Liquor License with on premises consumption only application for Stella’s Café, LLC. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

1. Consideration of the City of Las Vegas and Las Vegas Police Officers Association (LVPOA) Memorandum of Understanding (MOU) regarding Section 16 (Compensation) and Section 44 (Terms of Agreement) of LVPOA Agreement #3848-22.

LVPOA President Fasanella gave a lengthy presentation regarding adjustments to the LVPOA contract, the police department stretched thin, vacancies within the

department due to losing employees to other districts and the City of Las Vegas pay scale compared to other agencies.

Mayor Trujillo advised he wanted a meeting set up with Police Chief Salazar and the Police Union to discuss recruitment for the Police department. Mayor Trujillo advised he's aware their stretched thin but the whole world is in a hiring crisis. Mayor Trujillo advised he's aware that pay is important but the City of Las Vegas' tax base can't be comparable to other cities.

Discussion took place regarding the process of going into executive session to discuss collective bargaining strategy.

Councilor Montoya discussed the importance of the Finance department being involved from the beginning to know if the budget could handle salary increases, the City of Las Vegas tax base not being comparable to other cities, staff from other departments within the City of Las Vegas that are underpaid and other Union contracts that need to be considered not just the Police department

HR Director Arguello advised they renegotiated and came to an agreement to propose a \$2 increase, rather than a \$4 increase, the only other change to the MOU is the LVPOA would not forgo negotiations for FY24, there will be a full opener to include compensation in December 2023.

Councilor Casey asked Finance Director Martinez if they are using the vacancies savings,

Finance Director Martinez advised yes.

Councilor Romero asked if Lieutenants were included in the current contract or just in the MOU.

HR Director Arguello advised they were included in the contract.

Councilor Romero asked if they could add the language that MOUs are ratified by Council.

Councilor Casey made a motion to approve the City of Las Vegas and Las Vegas Police Officers Association (LVPOA) Memorandum of Understanding (MOU) regarding Section 16 (Compensation) and Section 44 (Terms of Agreement) of LVPOA Agreement #3848-22. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

2. Request approval of the restructuring of the Police Department, Utilities Department, and City Attorney's Department Organizational Charts.

City Manager Maestas advised they notice a few positions that were listed incorrectly on the organizational charts in different departments.

HR Director Arguello advised they are requesting on the City Attorney's org chart to remove the Paralegal position and add a Legal Assistant, in the Police department they requested to make a full time Animal Care Technician to two part time positions instead, and in the Utilities department they requested changing the Field Customer Service Rep III to a Line Locator.

Councilor Casey asked if the pay would change from a Paralegal position to the Legal Assistant.

HR Director Arguello advised yes, it would be a lower pay grade.

Councilor Casey asked for clarification regarding the Animal Care Technician positions.

HR Director Arguello advised they have one full time position that is filled, one full time position that is vacant and the other vacant full time position would be changed to two part time positions.

Councilor Romero suggested changing the personnel ordinance to have more part time positions available to help fill vacant positions.

Councilor Montoya asked if part time employees qualify for 100% insurance.

HR Director Arguello advised no they do not.

Mayor Trujillo asked if they would qualify for sick leave and annual leave.

HR Director Arguello advised yes.

Councilor Casey made a motion to approve the restructuring of the Police Department, Utilities Department, and City Attorney’s Department Organizational Charts. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

- 3. Request approval for out-of-state travel for four (4) Police personnel to attend an FBI-LEEDA Executive Leadership Institute Training from June 5th through June 9th, 2023.

Councilor Casey asked if Police Chief Salazar would be attending the training since it would be the third and final class.

Police Chief Salazar advised yes he would.

Councilor Casey asked if they attended the first and second classes.

Police Chief Salazar advised no, the courses do not need to be taken in order. Councilor Casey asked if they would be taking the first and second classes at a later date.

Police Chief Salazar advised yes.

Councilor Montoya asked since they are short staffed if having four people away in training would affect the department.

Police Chief Salazar advised those attending the training are all Command level officers and it would be beneficial for their leadership.

Councilor Montoya asked if they would be traveling in one vehicle.

Police Chief Salazar advised yes.

Councilor Montoya made a motion to approve the out-of-state travel for four (4) Police personnel to attend an FBI-LEEDA Executive Leadership Institute Training from June 5th through June 9th, 2023. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

- 4. Request approval of Resolution 23-11 and agreement to accept a grant offer administered by Federal Aviation Administration (FAA) and the New Mexico Department of Transportation NMDOT) Aviation Division in the amount of \$306,640.00 for Apron and Hangar Taxilane Markings and TWY B Pavement Seal at the City of Las Vegas Airport.

Councilor Montoya made a motion to approve resolution 23-11. Councilor Ulibarri seconded the motion.

Resolution 23-11 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 23-11

A RESOLUTION TO ACCEPT A GRANT OFFER ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION (FAA) AND THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) AVIATION DIVISION

WHEREAS, the City of Las Vegas ("City") has received a FAA Grant Offer for the Apron & Hanger Taxilanes Marking and TWY B Pavement Seal for the City's Municipal Airport;

WHEREAS, the total cost of the Grant is \$306,640.00, with the FAA share being \$275,976.00 (90%) NMDOT share being \$27,598.00 (9%) and City's share being \$3,066.00 (1%) of the Grant offer;

WHEREAS, the City shall pay all costs, which exceed the total amount of \$306,640.00;

WHEREAS, the Grants will be used directly for the apron & hanger taxilanes marking and TWY B pavement seal upon the FAA issuance of a Grant offer; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body hereby accepts the Grant Offer administered by Federal Aviation Administration and the New Mexico Department of Transportation Aviation Division.

PASSED, APPROVED AND ADOPTED this ____ day of April 2023.

Louie A. Trujillo, Mayor

ATTEST:

Casandra Fresquez, City Clerk

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

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

City Clerk Fresquez advised the motion carried.

5. Request approval to award RFB #2023-09 to Desert Fox Paving for the construction, reconstruction, pavement rehabilitation, drainage improvements, ADA compliant curb & ramps and miscellaneous construction on Legion Drive in the amount of \$3,768,932.53 to include NMGR.

Councilor Montoya made a motion to approve RFB #2023-09 to Desert Fox Paving for the construction, reconstruction, pavement rehabilitation, drainage improvements, ADA compliant curb & ramps and miscellaneous construction on Legion Drive in the amount of \$3,768,932.53 to include NMGRT. Councilor Casey seconded the motion.

Councilor Romero asked who the subcontractor was for the project.

Public Works Director Lopez advised one of the subcontractors was Hays Plumbing.

Councilor Romero asked if Desert Fox paved the Plaza area.

Public Works Director Lopez advised yes.

Councilor Romero voiced his concerns regarding issues with the subcontractor and the need to have performance accountability. Councilor Romero advised there are issues in the Plaza area, that being cracks.

Public Works Director Lopez advised there are concerns of failures for this project along with the Great Blocks project and they are holding the contractors responsible for correcting those actions. Public Works Director Lopez advised he met with Project Manager Marvin Cordova to schedule a meeting to address all the concerns and failures within all the projects. Public Works Director Lopez advised they will have quality control and will make sure they get what they paid for and they will hold contractors responsible for providing an excellent job.

Mayor Trujillo advised having a contract evaluation for every project that is done and they can disqualify a contractor because they are not satisfied with their work.

Public Works Director Lopez advised they were over budget with the \$3.7 but believe they can bring it down to the \$3.5 budget.

Councilor Montoya advised he was involved in all the process as far as having seven contractors that met at Hanna Park on Legion that were interested in the

project. Councilor Montoya advised out of the seven contractors, four bid on the project. Councilor Montoya advised it's a \$3.7 project and they have \$3.5, they excluded the lighting.

Discussion took place regarding the lighting being excluded from the project.

Councilor Montoya mentioned how he observed the bidding process, and staff did a professional job. Councilor Montoya advised that the engineer did an excellent job with the plans. Councilor Montoya advised he met with him and staff, three times before the project hit the drawing board.

Councilor Casey advised she had concerns regarding the contractor installing ADA compliant curb and ramps due to them not installing them incorrectly in the Plaza Park or on Bridge Street. Councilor Casey advised she feels like they did a sub-standard job.

Public Works Director Lopez advised they did the paving around the Plaza but didn't do the concrete work, they were subcontracted by Hays Plumbing. Public Works Director Lopez discussed verifications with NMDOT.

Councilor Romero advised they keep giving the same work to the same people and is not happy with the performance around the City.

Councilor Montoya advised he lobbied for the funding and staff worked hard.

Public Works Director Lopez advised there is the option to not accept the bid and reject it. Public Works Director Lopez advised they could re-bid it but that would cause delays. Public Works Director Lopez advised holding contractors accountable.

Councilor Romero advised it has nothing to do with how they got the funding but the point is that the pavement is cracking and sinking in the Plaza area.

Councilor Montoya advised that he agrees with accountability.

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

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

City Clerk Fresquez advised there was a tie.

Mayor Trujillo voted yes, with the caveat that they maintain quality. Mayor Trujillo advised he understands if they don't use the funding they will lose it. Mayor Trujillo advised he wants to institute the contract evaluation as soon as possible to be used on every contract.

City Clerk Fresquez advised the motion carried.

6. Request approval of a lease agreement for hangar space with Mr. Ray Valdez.

Public Works Director Lopez advised the lease agreement would be for up to ten years.

Councilor Casey made a motion to approve the lease agreement for hangar space with Mr. Ray Valdez. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

7. Request approval to award RFP #2023-10 for On-Call Commercial Plumbing Services to New Image Construction, All In One Excavation and Hays Plumbing and Heating.

Utilities Director Gilvarry advised her son works for Hays Plumbing and the plumbing services are for replacing of sewer lines and work at the WasteWater facility.

Discussion took place regarding the process to spread out the projects to each company, where New Image Construction, All In One Excavation and Hays Plumbing were from and how many employees they each have and including rate sheets in contracts if approved.

Councilor Montoya made a motion to approve RFP #2023-10 for On-Call Commercial Plumbing Services to New Image Construction, All In One Excavation and Hays Plumbing and Heating. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

Councilor Casey asked that Utilities Director Gilvarry request from Hays Plumbing not to leave in the middle of the day when they start a project and leave people hanging with water gushing into yards or without water.

Utilities Director Gilvarry apologized and advised she would address that with Hays Plumbing.

8. Request approval to award RFB 2023-06 for Clearwell Effluent Pumps & Motors to Hays Plumbing & Heating Inc.

Utilities Director Gilvarry advised the project is funded by DWSRF, to replace pumps and motors at the Water Treatment Plant.

Councilor Casey made a motion to approve RFB 2023-06 for Clearwell Effluent Pumps & Motors to Hays Plumbing & Heating Inc. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

9. Request to award RFP #2023-07 for Commercial Electrical Services to Electric Horseman Inc.

Councilor Romero made a motion to approve RFP #2023-07 for Commercial Electrical Services to Electric Horseman Inc. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

10. Discussion/Direction on recruiting and hiring a City Attorney.

Mayor Trujillo discussed the need for an attorney and advised he was open to an RFP for someone who might want to work three days a week and available by phone call. Mayor Trujillo advised there is nothing like a full time attorney.

Councilor Casey asked if the person would be based on a Professional Service Contract instead of appointed.

Mayor Trujillo advised yes.

Councilor Montoya asked who would administer the RFP.

City Manager Maestas advised the Executive Office.

Discussion took place regarding conditions of the City Charter regarding a City Attorney.

Mayor Trujillo asked for legal counsel to look at the language in the City Charter regarding a City Attorney needing to live in San Miguel County.

Councilor Montoya suggested advertising a full time City Attorney at \$130,0000.

Mayor Trujillo advised they could advertise the position for that amount for two weeks and if nothing is received, then they will go out for an RFP for a contracted attorney.

Councilor Montoya advised he wanted the response from legal in writing.

Councilor Romero made a motion to give direction to the City Manager to advertise for two weeks, at the same time issue an RFP and get clarification from legal regarding the language in the City Charter. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

Discussion took place regarding waiting to go into executive session until next week's Council meeting.

ADJOURN

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

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

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 7:47 pm.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD
ON WEDNESDAY, APRIL 19, 2023 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.**

MAYOR: Louie A. Trujillo

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

ALSO PRESENT: April Gonzales, Deputy City Manager
Casandra Fresquez, City Clerk
Antonio Salazar, Sergeant at Arms

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Trujillo asked District Attorney Thomas Clayton to lead them in the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Trujillo asked for a moment of silence to recognize the passing of Ernestine Ortiz, and to all those who have passed away in the community.

APPROVAL OF AGENDA

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

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

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

There was no public input.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Trujillo asked District Attorney Thomas Clayton and Ms. Archuleta to read a proclamation for "National Crime Victims' Rights week".

COUNCILORS' REPORTS

Councilor Montoya discussed the event, Coffee with a Cop at Rollin Loves. Councilor Montoya advised the family shelter at Hanna Park was completed, along with tables and benches that need to be installed. Councilor Montoya thanked the Public Works Director Lopez and his staff for cleaning culverts. Councilor Montoya advised the Legion Drive road project would be starting mid May and will be a 3 or 4 month project from Grand Avenue to 7th Street. Councilor Montoya advised he attended a CES training at City Hall. Councilor Montoya thanked Helen Vigil and Deputy City Manager Gonzales for scheduling and organizing the training.

Councilor Romero acknowledged the Public Works Director Lopez and his staff for completing road issues. Councilor Romero discussed CES being great but the cost of fees need to be looked at. Councilor Romero asked where they stand with the RFP for a City Attorney.

City Manager Maestas advised he met with HR Director Arguello and Deputy City Manager Gonzales to discuss the RFP, what they want in the scope of work as discussed by Mayor and Council in regards to working 3 days in the office and attending all City Council meetings or any other board meetings. City Manager Maestas advised they worked on it yesterday morning and would have a draft by the end of the week.

Councilor Romero asked if it would be out by next week.

City Manager Maestas advised as long as the current contracted attorney reviews it and then would put out the RFP.

Councilor Romero advised the contracts for the contracted Attorneys were up in April.

City Manager Maestas advised they did renew the contracts for the contracted Attorneys until they have a semi permanent Attorney.

Councilor Romero advised he's asked but has yet to receive a breakdown of the ward park monies.

Councilor Casey advised there are so many wonderful departments that help the City function the best it can to provide services to the community. Councilor Casey thanked Police Chief Salazar and Code Enforcement for responding to her calls. Councilor Casey advised there are legal firms in town that are not clear and people are thinking they're with FEMA. Councilor Casey advised that Code Enforcement and Events Planner Griego were handling the building that was labeled Sheriff's Office downtown that was a movie prop due to some people thinking it was the actual Sheriff's Office. Councilor Casey asked for clarification regarding parking at Robertson High School by the Tennis Courts and who requested the "no parking" signs. Councilor Casey advised she appreciated all the City staff for being responsive and for all the work they do.

Councilor Ulibarri thanked all City staff for all the hard work they do.

Councilor Montoya advised he misspoke and stated that the Legion Drive project is a 120 day project not a 90 day project.

POLICE CHIEF'S REPORT

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

- Field Operations Division (patrol) calls
- Need for In Car Cameras
- Communication Division (dispatch) calls
 - Staff attended City Safety Active Shooter Training

- 5 vacant positions
- Information Division (records)
- Street Crimes/Investigations/Narcotics Division
 - Evidence Seized
 - Meetings and trainings
 - District Court
 - Magistrate Court
 - Safe House interviews
 - MDT meetings
 - LEADS meeting
- Training/Travel/Recruiting/Hiring/Promotions
 - Successful hiring event
- Department vacancies (31)

Mayor Trujillo thanked Police Chief Salazar and his staff for all they do.

Councilor Montoya asked if the funding was available for the In Car Cameras.

Police Chief Salazar advised it would roughly be \$30,000 annually for the service contract, and they do have the funding for the annual cost.

Councilor Montoya asked how soon they could order those.

Police Chief Salazar advised they are working on having them in the new vehicles they purchased, and will work to upgrade cameras in the vehicles they currently have.

Councilor Montoya asked if the cameras would lower the cost of insurance.

Police Chief Salazar advised he was not sure but would look into it.

Councilor Montoya advised he didn't understand why there weren't cameras in the vehicles already and encouraged them to get them on as soon as possible.

Councilor Ulibarri asked how they are doing with the speed enforcement trailers.

Police Chief Salazar advised they are still in the process of gathering information and they are utilizing them to slow down traffic. Police Chief Salazar advised they will be utilizing them for the month of May for their Slow Your Roll campaign.

Councilor Romero asked if they got the system that issues the citation for speed enforcement trailers and when will they start issuing citations.

Police Chief Salazar advised in the month of May they will start to issue citations.

Councilor Romero stated that they didn't get the speed enforcement trailers for data.

FINANCE REPORT

Finance Director Tasha Martinez discussed the advice from the Finance Committee regarding why they make transfers on a monthly basis. Finance Director Martinez advised the numbers from the Finance report are slightly inflated because they typically transfer what they need from different funds for operational needs. Finance Director Martinez reported on the month of March to the end of the fiscal year, the General fund revenues were at (\$11.1 million), expenditures (\$7 million), with a surplus of \$829,730, the Enterprise fund had a deficit of \$1.5 million due to a lot of transfers coming from this fund for other funds for operational needs, and does not mean we are in bad position, revenues were at (\$4.5 million), expenditures were at (\$6.1 million), the Recreation department revenues were at (\$510,251), expenditures were at (\$352,307), with a surplus of \$157,944, Lodger's Tax revenues were at (\$483,188), expenditures were at (\$449,778), with a surplus of \$199,966 and Cannabis revenues were at (\$72,975), expenditures were at (\$2,189), with a surplus of \$70,785.

Finance Director Martinez advised they were trying to be more efficient and eliminate unnecessary procedures within their office. Finance Director Martinez advised if they want them to report on a monthly basis then they can revert back at the beginning of the new fiscal year.

Mayor Trujillo asked for guidance from the Finance Committee.

Finance Director Martinez advised it was a suggestion from the committee.

Mayor Trujillo asked if there was anything in the report that they needed to be aware of.

Finance Director Martinez advised not at the moment.

Councilor Romero advised last year's budget approval didn't go to Council approval until a week before it was due. Councilor Romero advised he would like to start the process sooner or else he won't approve it that way.

City Manager Maestas advised the process has already begun and they have been having budget hearings with each Director.

Councilor Romero advised he would like a public meeting to discuss the budget.

Mayor Trujillo thanked Finance Director Martinez for all her hard work.

APPROVAL OF MINUTES

City Clerk Fresquez advised this item was continued from the last meeting and for the record there were no errors after reviewing them.

Councilor Casey advised a closed meeting of the Governing Body was called on April 17, 2023 for the purpose of discussing matters subject to the attorney client privilege pertaining to threatened or pending litigation related to the Hermit's Peak/Calf Canyon Fire in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H)(7) of the New Mexico Open Meetings Act, NMSA 1978. She advised after proper notice, the meeting was convened at 2 p.m., roll call was taken and all members of the Governing Body were present with the exception of Councilor Michael Montoya who joined the meeting at 3:05 p.m. She advised only those matters were discussed and no action was taken, the meeting adjourned at 4:13 p.m.

Councilor Montoya made a motion to approve the minutes from March 8, 2023. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

PRESENTATIONS

Stephanie Romero with Fourth Judicial District Court introduced Chief Judge Flora Gallegos, District Attorney Thomas Clayton and CFO Brenden Murphy. Ms. Romero discussed applying for a grant through the sentencing commission in October 2022. Ms. Romero advised the grant would help train Law Enforcement Officers, Dispatch and EMS personnel in crisis intervention. Ms. Romero stated they had hosted a successful Crisis Intervention the first week of January and also plan to have a collaborative effort for an advanced Crisis Intervention on May 1st. Chief Judge Gallegos discussed the goals and support for the Pretrial Services program.

Mayor Trujillo thanked Ms. Romero and Chief Judge Gallegos and advised it was desperately needed in the community.

DA Clayton advised that Public Safety is important and Pretrial detention should only be for those who are failing to appear in court or pose a danger to the community.

Mayor Trujillo advised he worked with the students from the United World College on the Agua Pura project and was amazed at how smart they were and eager to learn. Mayor Trujillo discussed that Agua Pura was creating a filtration system that would convert effluent into drinking water.

Students from the United World College gave a lengthy presentation regarding information and the benefits of the Agua Pura water filtration system and how it would convert effluent into drinking water for the community. They discussed how Agua Pura would increase the supply of water, allow for higher consumption of water and would be funded by the Federal Government. They discussed blending

effluent water with river water and it being treated to meet EPA standards to increase water supply. They also discussed the cost of the Agua Pura system.

Mayor Trujillo thanked the students from the United World College and advised that they did an amazing job on their presentation.

Councilor Romero advised he was also amazed by their presentation. Councilor Romero asked if they had looked into the negative aspects from those who implemented the Agua Pura system.

The United World College advised Singapore had issues due to not informing the public ahead of time and the information was not portrayed correctly.

Councilor Casey commended them for their hard work.

Councilor Montoya thanked them for their presentation.

Councilor Ulibarri also thanked them and advised they did a great job.

City Clerk Fresquez advised that Mr. Romero with Cordova Construction was unable to attend and they would continue the item for the next meeting in May.

BUSINESS ITEMS

Councilor Romero made a motion to enter into a Public Hearing for Business Item 1. Councilor Casey seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

City Clerk Fresquez swore in Planning & Zoning Coordinator Maria Perea, Gary Gold and Salvador Higgins.

1. Conduct a Public Hearing and approval to adopt Ordinance #23-06, approving the Higgins Subdivision located at 1200 Taos Street, Las Vegas, NM.

Planning & Zoning Coordinator Maria Perea stated she worked with Mr. Gold on behalf of Mr. Higgins, submitted all required information, and finalized the application. Mrs. Perea advised the Planning & Zoning Board recommended approval for the subdivision and that it be taken to the City Council. Mrs. Perea advised the lots in the subdivision would meet the lot size requirements. Mrs. Perea advised that Mr. Higgins has tried selling 2 of the 7 lots, and is transferring the others to family members and would also like the option to sell the other lots.

Councilor Montoya asked if they were aware when subdividing the properties, the City isn't guaranteeing utility services in the future, it would be separate issues.

Mr. Gold advised Mr. Higgins was aware.

Councilor Romero made a motion to exit the Public Hearing and reconvene into regular session. Councilor Casey seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

1. Conduct a Public Hearing and approval to adopt Ordinance #23-06, approving the Higgins Subdivision located at 1200 Taos Street, Las Vegas, NM.

Councilor Romero made a motion to approve Ordinance 23-06, approving the Higgins Subdivision located at 1200 Taos Street, Las Vegas, NM. Councilor Montoya seconded the motion.

Ordinance 23-06 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

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

City Clerk Fresquez advised the motion carried.

2. MainStreet de Las Vegas' FY 2022-23 Third Quarter Report.

MainStreet Executive Director Michael Peranteau stated it has been a busy year, and advised over the last four decades, the MainStreet movement has proven that downtowns are the heart of the community. Mr. Peranteau gave a lengthy discussion regarding transformation strategies in the railroad district, economic development, trash pick up at the riverwalk, the city wide mural project, service requests, new businesses, community forum, First Fridays and a housing summit.

Councilor Montoya asked if they are on schedule for the 2 murals to be completed by the end of June.

Mr. Peranteau advised yes.

Councilor Montoya asked if they have acquired any funding for restrooms downtown by the Arts Council.

Mr. Peranteau advised no but they could apply for a USDA grant and could go through Capital Outlay. Mr. Peranteau advised he would like a Portland Loo, public restrooms that would be self cleaning.

Councilor Romero mentioned documents from events and if they have been received prior to making payments and if City Manager Maestas is reviewing those documents.

City Manager Maestas advised yes, they are reviewed before.

Councilor Romero advised that Council should also be included in discussion and decisions and not just the City Manager.

3. Discussion/Direction to move forward on a Memorandum of Understanding (MOU) with the San Miguel/Mora Fair Board Association.

Councilor Casey made a motion to move forward on a Memorandum of Understanding (MOU) with the San Miguel/Mora Fair Board Association to utilize parking.

Councilor Romero discussed there was not an official MOU in place but wanted staff to enter into an agreement.

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

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

City Clerk Fresquez advised the motion carried.

4. Request approval of Resolution No. 23-12, a budget adjustment for the 2022-2023 fiscal year budget.

Mayor Trujillo asked if this item went before the Finance Committee.

Finance Director Martinez advised it did not due to canceling the Finance Committee meeting due to the Council having a closed meeting that day.

Finance Director Martinez advised that the City of Las Vegas is in need of making a budget adjustment in the 2022-23 fiscal year budget to include a rev/exp increase to Fund 266 Clean & Beautiful Grant in the amount of \$15,445, a revenue decrease to Fund 266 Clean & Beautiful Grant in the amount of \$30,721, an expense decrease to Fund 266 Clean & Beautiful Grant in the amount of \$11,009, a rev/exp increase to Fund 282 Senior Center in the amount of \$78,624, an expense increase to Fund 435 MainStreet in the amount of \$61,094 and a rev/exp increase to Fund 435 MainStreet in the amount of \$1,200,000.

Councilor Montoya asked that City Manager Maestas and Finance Director Martinez make sure that fund 435 regarding MainStreet in the amount of \$1.2 million for the Lincoln project, utilizes only one line item.

Councilor Montoya made a motion to approve resolution 23-12. Councilor Ulibarri seconded the motion.

Resolution 23-12 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 23-12

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

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

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

WHEREAS, the City of Las Vegas is in need of making a budget adjustment in the 2022-23 fiscal year budget to include a rev/exp increase to Fund 266 Clean & Beautiful Grant in the amount of \$15,445, a revenue decrease to Fund 266 Clean & Beautiful Grant in the amount of \$30,721, an expense decrease to Fund 266 Clean & Beautiful Grant in the amount of \$11,009, a rev/exp increase to Fund 282 Senior Center in the amount of \$78,624, an expense increase to Fund 435 Mainstreet in the amount of \$61,094 and a rev/exp increase to Fund 435 Mainstreet in the amount of \$1,200,000.

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

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

ACCEPTED AND APPROVED this day ____ of April 2023.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

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

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

City Clerk Fresquez advised the motion carried.

5. Request approval to award RFP #2023-12 for On-Call Services for Maintenance & Emergency Repairs to the City's Natural Gas System to Dub-l-ee.

Councilor Romero made a motion to approve RFP #2023-12 for On-Call Services for Maintenance & Emergency Repairs to the City's Natural Gas System to Dub-l-ee. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

6. Request approval of Lodger's Tax funding in the amount of \$5,296.00 for marketing of Citizens Committee of Historic Preservation (CCHP) Places with the past & Heritage Week.

Councilor Romero made a motion to approve Lodger's Tax funding in the amount of \$5,296.00 for marketing of Citizens Committee of Historic Preservation (CCHP) Places with the past & Heritage Week. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

7. Request approval of Lodger's Tax funding in the amount of \$4,118.00 for marketing of the Las Vegas Hispano Chamber of Commerce Welcome Home Service event.

Councilor Casey made a motion to table this item until they can get more detailed information about the event. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

8. Request approval of Lodger's Tax funding in the amount of \$14,821.00 for marketing of Las Vegas First Independent Business Alliance S I-25 & 518 Billboards (2 private).

Councilor Montoya asked about advertising for a 60 mile radius, whereas this is only 2 miles outside the City.

Lodgers Tax Chairman Bhakta discussed it being drive through traffic from different states in which they are trying to target.

Councilor Montoya voiced his opinion regarding better ways of spending Lodgers Tax monies than having so many billboards.

Mr. Bhakta advised he understands there are redundancies with the billboards.

Councilor Montoya advised that he questioned looking into the locations of the billboards.

Discussion took place regarding changing the vinyl of the billboards since they are charged a fee only if they decide to change the vinyl.

Councilor Romero made a motion to approve Lodger's Tax funding in the amount of \$14,821.00 for marketing of Las Vegas First Independent Business Alliance S I-25 & 518 Billboards (2 private). Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

9. Request approval of Lodger's Tax funding in the amount of \$18,132.00 for marketing of Las Vegas First Independence Business Alliance North I-25 & South I-25 Billboards.

Councilor Casey made a motion to approve Lodger's Tax funding in the amount of \$18,132.00 for marketing of Las Vegas First Independence Business Alliance North I-25 & South I-25 Billboards. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

10. Request approval of Lodger's Tax funding in the amount of \$15,993.00 for marketing of Las Vegas First Independence Business Alliance I-40 Billboards.

Councilor Casey made a motion to approve Lodger's Tax funding in the amount of \$15,993.00 for marketing of Las Vegas First Independence Business Alliance I-40 Billboards. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

11. Request approval of Lodger's Tax funding in the amount of \$10,000.00 for the Las Vegas Art Council Summer Art Show & Crafts Fair.

Councilor Montoya asked who would be paying for the entertainment for the events.

Mr. Bhakta advised they are only paying for marketing.

Councilor Montoya asked if the events could be done with \$5,000 instead of \$10,000.

Mr. Bhakta advised it was for two separate events, \$5,000 for each event.

Discussion took place regarding the breakdown of the \$10,000.

Councilor Romero made a motion to approve Lodger’s Tax funding in the amount of \$10,000.00 for the Las Vegas Art Council Summer Art Show & Crafts Fair. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

12.Request approval of Lodger’s Tax funding in the amount of \$19,890.65 for marketing of the City of Las Vegas Music in the Park Spring Session.

Events Planner Charles Griego discussed Music in the Park starting the first Friday of May until the last Friday in September. Mr. Griego advised the advertisements would be on the radio as well as print and tv.

Councilor Casey made a motion to approve Lodger’s Tax funding in the amount of \$19,890.65 for marketing of the City of Las Vegas Music in the Park Spring Session. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Councilor Montoya asked what kind of music would be at the event.

Mr. Griego advised there would be a variety.

Councilor Montoya asked how individuals will know to apply for the event.

Mr. Griego advised it is currently on the radio, on print and internet; people can send in their music and applications.

Councilor Montoya asked when the event was.

Mr. Griego advised it starts the first Friday of May until the last Friday in September at the Plaza Park.

Councilor Montoya asked if there would be food stands.

Mr. Griego advised traditionally they have one.

Councilor Montoya asked if there would be restrooms.

Mr. Griego advised yes.

Councilor Montoya asked if any streets would be closed.

Mr. Griego advised they have a modified closure at the south end of the circle of the Plaza Park by JC's pizza.

Councilor Montoya asked Mr. Griego to create a packet with hotels and motels for those who would like to stay overnight.

Councilor Romero asked about the payment for entertainers.

Mr. Griego advised for the music series they get \$550, and for the Fiestas they have a budget of \$40,000.

Mayor Trujillo advised there was a motion and a second. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

13.Request approval of Lodger's Tax funding in the amount of \$19,890.65 for marketing of the City of Las Vegas Music in the Park Summer Session.

Events Planner Griego advised they broke up the Music In the Park into three sessions, Spring, Summer and Fall.

Councilor Romero asked who was doing the commercials.

Mr. Griego advised KRQE, as well as print.

Councilor Romero made a motion to approve Lodger’s Tax funding in the amount of \$19,890.65 for marketing of the City of Las Vegas Music in the Park Summer Session. Councilor Casey seconded the motion.

Councilor Montoya asked about there being a \$5,000 cap.

Lodgers Tax Chairman Bhakta advised they did but they thought this would be a huge push to promote Las Vegas and embrace the series.

Councilor Montoya advised the Lodgers Tax Board is breaking their own rules as they set a cap. Councilor Montoya advised it didn’t make sense to him and the cap should apply to everyone.

Mayor Trujillo advised there was a motion and a second. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

14.Request approval of Lodger’s Tax funding in the amount of \$19,890.65 for marketing of the City of Las Vegas Music in the Park Fall Session.

Councilor Romero made a motion to approve Lodger’s Tax funding in the amount of \$19,890.65 for marketing of the City of Las Vegas Music in the Park Fall Session. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

15. Request approval of Lodger's Tax funding in the amount of \$40,000.00 for the marketing of the City of Las Vegas 4th of July Fiestas 2023.

Councilor Casey made a motion to approve Lodger's Tax funding in the amount of \$40,000.00 for the marketing of the City of Las Vegas 4th of July Fiestas 2023. Councilor Ulibarri seconded the motion.

Councilor Romero asked if they are counting those who are attending.

Events Planner Griego advised yes, last year they had over about 15,000 people in the park.

Councilor Montoya commended Mr. Griego and those involved in advertising.

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

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

City Clerk Fresquez advised the motion carried.

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, regarding discussion of hiring a Parks and Recreation Director and City Manager's Evaluation. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	David Ulibarri	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, regarding discussion of hiring a Parks and Recreation Director and City Manager's Evaluation and only those matters were discussed and no action was taken. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION ACTION ITEMS

1. Request approval to appoint Arturo Padilla as the Parks and Recreation Director.

Councilor Romero made a motion to approve Arturo Padilla as the Parks and Recreation Director. Councilor Ulibarri seconded the motion.

Councilor Montoya disclosed that the Padillas are related to his wife and advised Mr. Padilla Sr., did a fine job at the County and his son will do a fine job at the City.

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

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

City Clerk Fresquez advised the motion carried.

ADJOURN

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

Mr. Arturo Padilla thanked the City Council, City Manager Maestas, Deputy City Manager Gonzales and Mayor Trujillo for giving him the opportunity to return to his hometown. Mr. Padilla discussed how he wants to help the community the best he can.

Councilor Romero thanked Mr. Padilla for applying and advised there is a lot of work to be done at the Recreation Center and the parks. Councilor Romero advised they want to move forward.

Mr. Padilla advised he has some ideas he wants to bring from Albuquerque and show what he has learned over the years.

Mayor Trujillo advised there was a motion and a second. All were in favor of adjourning.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 9:44 pm.

Mayor Louie A. Trujillo

ATTEST:

Cassandra Fresquez, City Clerk



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

Meeting Date: May 10, 2023

Date Submitted: 4/28/23

Department: Executive

Item: Presentation by J.P. Romero with Cordova Construction giving an update on the progress at Rodriguez Park.

Fiscal Impact:


Attachments:

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

Approved For Submittal By:
Mayor Louie Trujillo

Reviewed By:

Finance Director



City Manager

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

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

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



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

Meeting Date: May 10, 2023

Date Submitted: 04/27/2023

Department: Fire Dept.

Item/Topic: Presentation on the IAFC WUI mentorship program and WUI Conference.

Fiscal Impact: N/A.

Attachments: N/A

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

Approved For Submittal By:



Department Director



City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

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

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

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



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

Meeting Date: May 10, 2023

Date Submitted: 5/2/23

Department: Executive

Item/Topic: Presentation by Public Service Company of New Mexico (PNM) giving an overview of upcoming system improvement projects in the City of Las Vegas and providing an update on the streetlight conversion efforts within the City of Las Vegas.


Fiscal Impact:

Attachments:

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

Approved For Submittal By:

Reviewed By:



City Manager

Finance Director

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

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

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



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

Meeting Date: May 10, 2023

Date Submitted: 04/26/23

Department: Utilities

Item/Topic: Addendum #2 to Contract #3825-21 with AECOM for engineering services for dams and reservoirs. RFP 2022-09 was awarded on 10/13/2021 and Agreement #3825-21 was signed on 12/23/2021. The extended term of this agreement will be for 1 year.

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

Attachments: Addendum #2, Addendum #1, Contract 3825-21.

Committee Recommendation: This item will be discussed at the May 9, 2023 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

Reviewed By:


Department Director

Finance Director


City Manager

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

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

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

ADDENDUM #2
AGREEMENT/CONTRACT #3825-21
RFP# 2022-09
AWARDED ON: 10/13/2021
AECOM

This Addendum entered into this **23RD Day of December, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed “City” And **AECOM**, hereinafter termed “Contractor”

WITNESSETH:

WHEREAS, under date of 12/23/2021 the City and AECOM entered into an Agreement/Contract pursuant to a call for RFP in which AECOM agreed to provide:

DAMS & RESERVORS ENGINEERING SERVICES

WHEREAS, the City and AECOM now desire to extend the original Agreement/Contract for an additional year from **12/23/2023 thru: 12/22/2024**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3825-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **DAMS & RESERVORS ENGINEERING 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 12/23/2021 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 12/23/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

AECOM

REVIEWED AND APPROVED:

Leo Maestas
City Manager

Date

Title

Date

ATTEST:

Casandra Fresquez
City Clerk

Date

ADDENDUM #1

AGREEMENT/CONTRACT #3825-21

RFP# 2022-09

AWARDED ON: 10/13/2021

AECOM

This Addendum entered into this **23RD Day of December, 2022** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **AECOM**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 12/23/2021 the City and AECOM entered into an Agreement/Contract pursuant to a call for RFP in which AECOM agreed to provide:

DAMS & RESERVORS ENGINEERING SERVICES

WHEREAS, the City and AECOM now desire to extend the original Agreement/Contract for an additional year from **12/23/2022 thru: 12/23/2023**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3825-21.


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

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2. That all of the provisions of the 12/23/2021 Agreement not inconsistent herewith remain in full force and effect.


CITY OF LAS VEGAS

REVIEWED AND APPROVED:



Leo Maestas Date 11/16/22
City Manager

AECOM

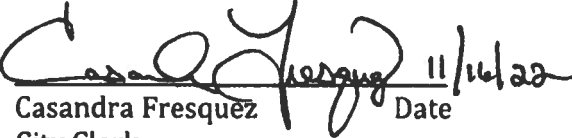
DocuSigned by:


33A40C00E2EE40F

Associate Vice President November 18, 2022 | 6:56

Title Date

ATTEST:



Casandra Fresquez Date 11/16/22
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND AECOM TECHNICAL 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 AECOM Technical Services, Inc., a California Corporation ("Contractor"), of 7595 Technology Way, Denver, Colorado 80237, on this 23rd day of December, 2021 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

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

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

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

1. SCOPE OF WORK

Contractor shall perform Professional Engineering Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas Dams and Reservoirs. 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 Contractor shall include the following services:

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

- f. Provide technical assistance completing environmental reviews.
- g. Provide assistance completing applications and obtain funding as needed.
- h. Provide construction observation and inspection on various projects as requested by the City Utility Director or designee.
- i. Provide technical assistance on various City projects being performed in-house as required and directed.
- j. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
- k. Provide construction phase engineering services.
- l. Provide review of, assessment and approval of submittals and invoices.
- m. Additional services as may be specifically requested by the City of Las Vegas.

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

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

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

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

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

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

4. BENEFITS, TAXES: The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department the applicable gross receipts taxes on all monies paid to Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

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

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

7. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances. Services provided by the Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in similar localities and no other warranties, express or implied, are made or intended by Contractor.

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, authorized agents and employees from any and all claims, suits and causes of action, whether or not involving a third-party claim, which arise out of or relate to any injury to persons or property to the proportional extent caused by the negligent act, error or omission of Contractor or any person employed by or acting on behalf of Contractor in performance 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 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.

25. OPINIONS OF CONSTRUCTION COST: Any Opinion of the Construction Cost prepared by Contractor represents its judgment as a design professional and is supplied for the general guidance of City. Since Contractor has no control over the cost of labor and material, or over competitive bidding or market conditions, Contractor does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City.

26. DELAY: Contractor shall not be responsible for delays due to causes beyond Contractor's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly.

27. Consistent with the professional standard of care, Contractor shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.

28. SAFETY: City agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Contractor shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. Contractor shall not have the authority to

stop the work of the construction contractor. In no event shall Contractor be liable for the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with City.

29. REUSE OF DOCUMENTS: Any reuse of Contractor prepared work, except for the specific purposes intended hereunder, will be at City's sole risk and without liability or legal exposure to Contractor or its subcontractors.

30. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES: Neither party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, or out of any goods or services furnished hereunder.

31. ACCESS: The City shall provide to Contractor full and free access to enter upon all property required for the performance of Contractor's services under this Agreement.

32. OWNERSHIP OF WASTE: Nothing in this Agreement shall be construed or interpreted as requiring Contractor to assume the status of, and City acknowledges that Contractor does not act in the capacity nor assume the status of, City or others as a 'generator,' 'operator,' 'transporter,' or 'arranger' in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that Contractor has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any site that may be the subject matter of any work or services.

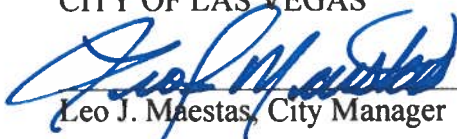
33. SITE ASSESSMENT REPORTS: CITY ACKNOWLEDGES THAT ALL SITE ASSESSMENT REPORTS PREPARED BY CONTRACTOR UNDER THIS AGREEMENT ARE PREPARED FOR THE EXCLUSIVE USE OF CITY AND NO OTHER PERSON OR ENTITY. In no event shall Contractor's obligations with respect to site assessments exceed the practices prescribed in applicable ASTM standards. Site assessment reports shall become City's property upon final payment for the Services. Contractor shall retain copies of all site assessment reports for its files. Any site assessment report prepared by Contractor may not be delivered by City to a third party without Contractor's written authorization. Contractor shall have no liability to (i) City with respect to any results or information contained in a site assessment report to the extent affected by changes or new circumstances occurring after the date of the report, or (ii) any third party with respect to the information contained in the report. City waives any claim against Contractor and agrees to defend, indemnify, and hold Contractor harmless from and against any and all losses which arise out of City's delivery of a site assessment report to a third party.

34. RECOGNITION OF RISK: City acknowledges and agrees with the following risks: (i) investigations may disclose the presence of existing, uncontrolled hazardous or toxic materials, pollutants, wastes, or other regulated substances (Hazardous Material") at the project site; (ii) the

presence of such uncontrolled Hazardous Material at the project site may require disclosure to appropriate regulatory agencies by City; (iii) opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care; and (iv) although often times necessary to perform the Services, commonly used exploration methods such as drilling or trenching involve an inherent risk of contamination of previously uncontaminated soils and water by existing, uncontrolled Hazardous Material through no fault of Contractor. The performance of the Services will be subject to the above risk factors. City further acknowledges that subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to a subsurface water-bearing stratum not previously contaminated and capable of spreading Hazardous Material offsite. City waives any claim against Contractor and agrees to indemnify, defend, and hold Contractor harmless from and against any and all losses which may arise as a result of alleged cross-contamination caused by sampling.

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

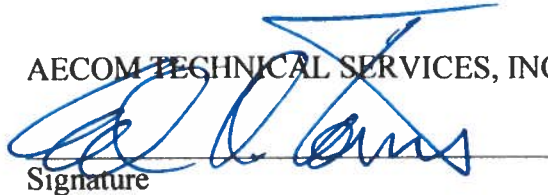
CITY OF LAS VEGAS


Leo J. Maestas, City Manager

Attest:


Cassandra Fresquez, City Clerk

AECOM TECHNICAL SERVICES, INC


Signature

Printed Name: Ed Toms

Position: SVP

Approved as to legal sufficiency:

 12/22/21
Scott Aaron, City Attorney

**“ATTACHMENT “A”
AECOM TECHNICAL SERVICES, INC.
Cost Proposal**

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2022-09

**ENGINEERING SERVICES FOR
THE CITY OF LAS VEGAS DAMS AND RESERVOIRS**

AECOM FEE SCHEDULE 2021 – WATER BUSINESS LINE – US WEST REGION

The following describes the basis for compensation for services performed. This Fee Schedule will be effective through the end of the year. Each subsequent year, this Fee Schedule will be adjusted annually to reflect merit increases, economic salary increases, inflation increases, cost of living increases, and changes in the expected level and mode of operations for the new year. The new Fee Schedule will apply to existing and new assignments.

PERSONNEL CHARGES

The charge for labor time required in performing the Scope of Services, including office, field, and travel time, will be at the Unit Price Hourly Rates set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>Hourly Rate</u>
Assistant/Support Staff 1	49
Assistant/Support Staff 2	62
Assistant/Support Staff 3	74
Assistant/Support Staff 4	86
Assistant/Support Staff 5	98
Assistant/Support Staff 6	112
Assistant/Support Staff 7	124
Assistant/Support Staff 8	136
Assistant/Support Staff 9	149
Assistant/Support Staff 10	161
Staff 1	90
Staff 2	104
Staff 3	116
Staff 4	128
Staff 5	140
Project 1	153
Project 2	165
Project 3	177
Project 4	190
Project 5	202
Consultant 1	221
Consultant 2	236
Consultant 3	251
Consultant 4	266
Consultant 5	281
Principal 1	296

Project Manager Classification rates are by levels and depend on the size and complexity of the job.

Charges for temporary personnel under Company supervision and using Company facilities will be invoiced according to the hourly rate corresponding to their classification, if not billed as subcontractors.

Project accounting reporting and financial services, including submission of invoice support documentation, will be charged at the appropriate rate of the staff performing the work.

OTHER PROJECT CHARGES

Subcontracts

The cost of services subcontracted by the Company to others will be charged at cost plus 5%.

Travel and Other Direct Costs

The cost of travel (airfares, lodging, meals, rental vehicles, parking fees, baggage handling cost, etc.) or other direct costs (field supplies, report binding supplies, leased or rented field equipment, etc.) will be charged at cost plus 5%. A per diem may be used for lodging and meals.

Document Reproduction

In-house labor for document reproduction will be charged directly to projects.

Vehicles and Mileage

Company owned or leased field vehicles (cars, pickups, vans, trucks, etc.) used on project assignments will be charged at the current mileage rate established by the Internal Revenue Service. The mileage charge for personal autos will be the current mileage rate established by the Internal Revenue Service.

This fee schedule contains AECOM confidential business information. Do not disclose, copy, or distribute without written permission from AECOM.



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

Meeting Date: October 13, 2021

Date Submitted: 10/01/21

Department: Utilities

Item/Topic: Award request for proposals #2022-09 for engineering services for the City of Las Vegas Dams and Reservoirs to AECOM.

Advertised: 09/03/21; Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: 09/29/21

Number of Proposers: 4 – Engineering Analytics Inc.

Bohannon Huston

AECOM

Santa Fe Engineering Consultants

Fiscal Impact: Funds will be used as needed from the Water budget.

Attachments: Original proposal, proposal opening sheet, proposals received and score sheet.

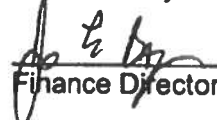
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:



Department Director

Reviewed By:

 10-1-21

Finance Director



City Manager

City Attorney (Approved as to Form)

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

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

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



Approval Form

Date Submitted: December 21, 2021

Department Submitting: Utilities Department Submitter: Marvin Cordova

Date Re-Submitted after Changes: _____

Documents to Be Reviewed: Professional Service Agreement AECOM Deadline: _____

Upon Completion and Approval of Review: *(Please indicate here if you want to pick-up your documents after step 1 is approved or have them delivered for you to the next approving step):*

Comments: RFP 2022-09 Engineering Services for Dams and Reservoirs

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

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

☐ **Changes:** _____

Date: _____

☒ Scott Aaron, City Attorney Review

12/22/21
Date

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

☒ Jesus Baquera, Finance Director

12-22-21
Date

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

☒ Leo Maestas, City Manager

12/22/21
Date

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

☐ Hand Delivered By: _____ Date: _____

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

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

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



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

Meeting Date: May 10, 2023

Date Submitted: 04/26/23

Department: Utilities

Item/Topic: Addendum #2 to Contract #3850-22 with HDR Engineering, Inc. for professional engineering services as needed for the water treatment plant facility. RFP 2022-12 was awarded on 10/13/2021 and Agreement #3850-22 was signed on 10/13/2021. The extended term of this agreement will be for 1 year.

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

Attachments: Addendum #2, Addendum #1, Contract 3850-22.

Committee Recommendation: This item will be discussed at the May 9, 2023 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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


Approved For Submittal By:

Reviewed By:



Department Director

Finance Director



City Manager

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

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

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

ADDENDUM #2
AGREEMENT/CONTRACT #3850-22
RFP# 2022-12
AWARDED ON: 10/13/2021
HDR ENGINEERING, INC

This Addendum entered into this **13TH Day of October, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **HDR ENGINEERING, INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 10/13/2021 the City and HDR ENGINEERING, INC entered into an Agreement/Contract pursuant to a call for RFP in which HDR ENGINEERING, INC agreed to provide:

WTP FACILITY PLANNING DESIGN, CONSTRUCTION

WHEREAS, the City and HDR ENGINEERING, INC now desire to extend the original Agreement/Contract for an additional year from **10/13/2023 thru: 10/12/2024**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3850-22.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **WTP FACILITY PLANNING DESIGN, CONSTRUCTION**, 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 10/13/2021 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 10/13/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

HDR ENGINEERING, INC

REVIEWED AND APPROVED:

Leo Maestas
City Manager

Date

Title

Date

ATTEST:

Casandra Fresquez
City Clerk

Date

Agreement / Contract

No. 3850-22

City of Las Vegas

Date

ADDENDUM #1

AGREEMENT/CONTRACT #3850-22

RFP# 2022-12

AWARDED ON: 10/13/2021

HDR ENGINEERING, INC

This Addendum entered into this **13TH Day of October, 2022** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **HDR ENGINEERING, INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 10/13/2021 the City and HDR ENGINEERING, INC entered into an Agreement/Contract pursuant to a call for RFP in which HDR ENGINEERING, INC agreed to provide:

WTP FACILITY PLANNING DESIGN, CONSTRUCTION

WHEREAS, the City and HDR ENGINEERING, INC now desire to extend the original Agreement/Contract for an additional year from **10/13/2022 thru: 10/13/2023**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3850-22.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **WTP FACILITY PLANNING DESIGN, CONSTRUCTION**, 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:

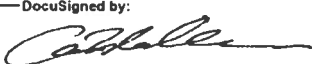
1. This Agreement and the prior agreement dated 10/13/2021 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties 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 10/13/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

REVIEWED AND APPROVED:

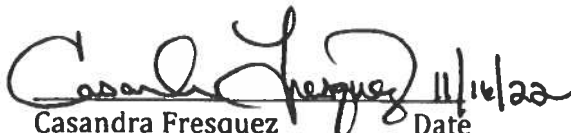

Leo Maestas Date 11/16/22
City Manager

HDR ENGINEERING, INC

DocuSigned by:

01FDA07D8981421

Senior Vice President November 19, 2022 | 5:58
Title Date

ATTEST:


Casandra Fresquez Date 11/16/22
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND HDR ENGINEERING, 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 HDR Engineering, Inc. ("Contractor"), a Nebraska corporation, of 2155 Louisiana Boulevard NE, Suite 9500, Albuquerque, New Mexico, 87110, on this 13 day of October, 2021 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

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

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

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

1. SCOPE OF WORK

The City of Las Vegas, is soliciting proposals to perform Professional Engineering Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas Water Treatment Plant Facility. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the Contractor shall include the following services:

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

- e. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
- f. Provide technical assistance completing environmental reviews.
- g. Provide assistance completing applications and obtain funding as needed.
- h. Provide construction observation and inspection on various projects as requested by the City Utility Director or designee.
- i. Provide technical assistance on various City projects being performed in-house as required and directed.
- j. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
- k. Provide construction phase engineering services.
- l. Provide review of, assessment and approval of submittals and invoices.
- m. Additional services as may be specifically requested by the City of Las Vegas.

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

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

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

C. Payment. Payment to Contractor shall be made by the City on a monthly basis within thirty (30) days upon receipt of Contractor's invoices.

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

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees 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 to the extent the same arise from Contractor's negligent or willfully wrongful performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

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

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

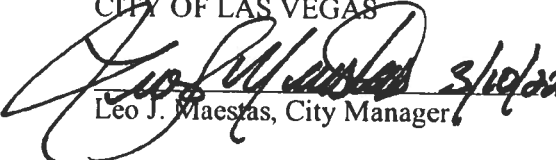
22. APPROPRIATION: The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon written notice being given by the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

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

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

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

CITY OF LAS VEGAS


Leo J. Maestas, City Manager

Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:


Scott Aaron, City Attorney

HDR ENGINEERING, INC.:


Signature

Printed Name: Aaron Meilleur, PE

Position: Senior Vice President

**“ATTACHMENT “A”
HDR Engineering, Inc.
Cost Proposal**

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2022-12

**ENGINEERING SERVICES FOR
THE CITY OF LAS VEGAS WATER TREATMENT PLANT**

HDR Engineering, Inc. LABOR CLASSIFICATION	FULLY LOADED HOURLY RATE
	2021 / 2022
Technical Specialist (PhD or Company Officer for Specialty Services)	\$ 355.00
Project Principal	\$ 299.00
Staff Engineer	\$ 99.00
Staff Engineer 1	\$ 121.00
Staff Engineer 2	\$ 118.00
Staff Engineer 3	\$ 137.00
Staff Engineer 4	\$ 201.00
Project Engineer	\$ 149.00
Project Engineer 1	\$ 164.00
Project Engineer 2	\$ 184.00
Project Engineer 3	\$ 197.00
Project Engineer 4	\$ 209.00
Project Engineer 5	\$ 213.00
Project Engineer 6	\$ 221.00
Senior Engineer	\$ 231.00
Senior Engineer 1	\$ 238.00
Senior Engineer 2	\$ 263.00
Senior Engineer 3	\$ 262.00
Senior Engineer 4	\$ 275.00
Senior Engineer 5	\$ 279.00
Senior Engineer 6	\$ 304.00
Senior Technical Specialist	\$ 442.00
Construction Inspector 1	\$ 107.00
Construction Inspector 2	\$ 136.00
Senior Construction Manager	\$ 214.00
Construction Manager Specialist	\$ 356.00
CADD Drafter 1	\$ 98.00
CADD Drafter 2	\$ 79.00
CADD Specialist 1	\$ 135.00
CADD Specialist 2	\$ 143.00
Staff Administrator 1	\$ 86.00
Staff Administrator 2	\$ 121.00
Public Involvement Specialist 1	\$ 127.00
Public Involvement Specialist 2	\$ 170.00
Project Architect I	\$ 176.00
Senior Architect I	\$ 211.00
Staff Architect 1	\$ 116.00
Staff Architect 2	\$ 118.00
Staff Architect 3	\$ 137.00
Project Admin I	\$ 83.00
Project Admin II	\$ 132.00
Project Admin III	\$ 156.00

Notes:

1. Direct expenses to be invoiced at cost.
2. Subconsultant fees to be determined on a task basis and invoiced at cost plus 10% markup.
3. Rates are subject to an annual increase of up to 4%.
4. Rates do not include NMGR.
5. Lodging, mileage, and other miscellaneous expenses to be reimbursed at cost.



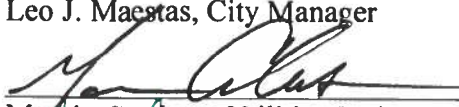
City of Las Vegas

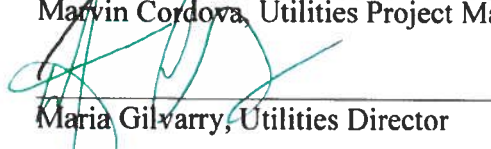
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Mayor Louie A. Trujillo

MEMORANDUM

TO: Leo J. Macstas, City Manager

FROM: 
Marvin Cordova, Utilities Project Manager

THRU: 
Maria Gilvarry, Utilities Director

DATE: March 1, 2022

RE: Professional Services Agreement with HDR Engineering Inc.

This Professional Service Agreement with HDR Engineering Inc. for RFP 2022-12 Engineering Services for City of Las Vegas Water Treatment Plant.

The approved edits to the PSA requested by HDR were approved on Oct 29 and an email was sent to HDR requesting signature. The contract was never signed until the PM office realized the contract had not been mailed back to the City as requested (Dec 30, 2021). Several calls were made to HDR with no response until February 21. HDR did locate the approved PSA in their Office but it had not been returned to the City. The signed copy was received by the Utility PM office on Feb 28. The contract will be effective on the date the City Council approved it in Oct 2021.

Feel free to contact me with any questions. Thank you.

XC: File

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Elaine Rodriguez
Councilor Ward 3

David G. Romero
Councilor Ward 4



Approval Form

Date Submitted: March 1, 2022

Department Submitting: Utilities Department Submitter: Marvin Cordova

Date Re-Submitted after Changes: _____

Documents To Be Reviewed: Professional Service Agreement Deadline: _____

Upon Completion and Approval of Review: *(Please indicate here if you want to pick-up your documents after step 1 is approved or have them delivered for you to the next approving step):*

Comments: Professional Service Agreement with HDR Engineering, Inc.

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

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

☐ **Changes:** _____ Date: _____

☒ 1 _____
Scott Aaron, City Attorney Review Date _____

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

☐ 2 _____
Jesus Baquera, Finance Director Date _____

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

☐ 3 _____
Leo Maestas, City Manager Date _____

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

☐ Hand Delivered By: _____ Date: _____

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

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

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



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

Meeting Date: May 10, 2023

Date Submitted: 4/28/23

Department: Community Development

Item/Topic: Las Vegas/San Miguel Chamber of Commerce 2023 First Quarter Report.

Fiscal Impact:

Attachments: Chamber of Commerce Report and Contract #3944-23

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 _____



Quarterly Report for the Las Vegas San Miguel County Chamber of Commerce
May 2023

****This is a copy of the signed contract with the updates
on the completion of deliverables highlighted in yellow****

Exhibit A

Proposal for Scope of Services for the Las Vegas San Miguel County Chamber of Commerce
Effective Date: February 2023-February 2024

A. Services Provided by LVSM Chamber of Commerce

The LVSM Chamber has assisted in daily operations, tourist and relocation requests, record keeping and various other duties since August 2020. The operations and designated times have fluctuated due to CLV reorganization and staffing. We would like to offer the following solutions:

1. Full time operation of the City of Las Vegas' Visitor Center with additional LVSM Chamber staff Monday through Sunday, 8am to 5pm including lunch hours to equal 3,276 hours yearly.

Deliverable: At present, we have staffed the Visitor's Center with 4 staff at various hours, working with each individual's schedule. We have a Lead Clerk who oversees the clerks' hours and activities and collaborates with the managing member. Attached is the schedule for the Visitor's Center

2. Mirror the CLV Visitor's Center Clerk Job Description in order to remain consistent with the CLV requirements and vision of the purpose of the Visitor's Center.

Deliverable: Attached is the mirrored Job Description for the Visitor's Center Clerk that we have created to fit our organizational structure.



3. Increase outreach to local businesses to make sure those that want to be represented at the Visitor's Center will be represented;
 - Visitors consistently come in daily for information about the city
 - Peak times are around holidays, March through December and train arrival times, 12: 15pm and 2:15pm
 - Common questions are places to eat, places to stay (hotel, RV camp, AirBnB's, history of the area, Montezuma Hot Springs availability)

Deliverable: Clerks and Managing Member continue to consistently reach out to any new business that we become aware of whether they come in, call, or we see them in town or via social media. We get their information in the lobby as well as schedule them for Chamber's weekly radio program

4. Continue to keep records of Tourists, location of hometown and purpose of visit.

Deliverable: Attached is a sheet with the number of visitors that have come into the Visitor's Center. You will notice that if there is someone to greet them and engage in conversation, we are able to get them to sign in as we assist them.

5. Keep Visitor's Center stocked with appropriate information for the City of Las Vegas businesses such as hotels, restaurants, stores, shops, campgrounds, walking tours, etc.
6. Make sure that the information the Visitor's Center clerks provide in handouts, pamphlets and verbally is updated and current and Visitors are given correct and valid information in which they can navigate knowledgeably throughout Las Vegas, thus, enjoying their stay.
7. Coordinate and distribute the appropriate information as requested for both Tourist packets and Relocation packets;
 - Tourist packets contain Walking Tour guides, Restaurant, Hotel and Bar information, state parks information and tourist sites, etc.
 - Relocation packets contain Real Estate information, Rental Information, Educational

Las Vegas - San Miguel Chamber of Commerce

P. O. Box 128

505-429-2436

Las Vegas, NM 87701

lvsmchamberofcommerce@gmail.com



- Institution information, Walking Tour guides, Census information, etc.

Deliverable: Clerks and Managing Member regularly update and organize material and add to it by requesting it of other organizations, campgrounds, etc. or we will research and create pamphlets or handouts for those that inquire.

8. Continue to work with Community Development in mailing out Visitor's Center Packets (Postage)

Deliverable: Although the request for Visitor's Packets and Relocation packets has lessened post fire, we continue to regularly receive requests via the Chambers website, email, phone or letters. Attached is the number of packets we have sent out.

9. Assist the City of Las Vegas with research, promotion and workforce development of film production and also support of a state film museum.

Deliverable: SM County Film Liaison continues to collaborate with the CLV Film Liaison and has established the LVSM Film Commission which is an official member of the AFCI (Association of Film Commissioners International). The SM Film Liaison has gone to various events and workshops and also collaborates with local educational institutions and Film Industry professionals in the promotion and workforce development of film production. The SM Film Liaison has collected letters of support for the NM State Film Museum that we are trying to bring to Las Vegas.

10. Prepare and deliver quarterly reports along with the invoices per the dates in paragraph 3B of the contract.

Deliverable: This report today at the City Council Meeting dated May 11, 2023 is the LVSM Chamber's quarterly report.

Las Vegas - San Miguel Chamber of Commerce

P. O. Box 128

505-429-2436

Las Vegas, NM 87701

lvschamberofcommerce@gmail.com



11. The City requests a non-voting position on the Board of Directors, to be appointed by the Mayor, for the duration of this contract.

Deliverable: Chuck Griego remains in that position for the City of Las Vegas

B. Promotion of Chamber Members, New Businesses, Events and Non-profits

The Chamber promotes City, County, Educational, Nonprofit and Regional events via radio, social media and eblasts as well as new businesses that approach the Chamber.

1. Provide Ribbon Cuttings for Grand openings or Grand Re-Openings, keep both City and County Officials informed as well as dissemination of the event and posting a Facebook Live video or pictures for business promotion

Deliverable: The Chamber provided One Ribbon Cutting in the last quarter, State Farm Insurance at 624 University Avenue. The community, City and County officials were invited to attend

2. Continue to have monthly CED Meetings, but add one sponsored monthly networking event in conjunction with, or in addition to the meeting

Deliverable: Monthly In-person CED Meetings have resumed at NMHU SUB with various presentations from FEMA Angela Gladwell, director of the HPCC Claims Office Presentation Q&A and Alison Turner Northern New Mexico Work Based Coalition Resources Presentation and Q & A

3. Continue to promote new businesses, City, County and regional events via radio, social media and eblasts

Deliverable: This is ongoing



4. Seek to work with City and County to welcome new businesses and offer assistance in existing promotional avenues

Deliverable: This is ongoing

5. Assist businesses in online representation of "Google My Business" listing

Deliverable: At the time of this report, we have had one inquiry and have not set them up yet

C. Economic Development Initiatives

The Chamber works with numerous organizations and officials to facilitate and promote job creation, economic development opportunities for property owners, small business owners and individuals. The Chamber has taken the lead and fiscal responsibility in the creation of a joint County and City Film Commission with International membership with the Association of Film Commissioners International.

Deliverable: This is ongoing, the Chamber has collaborated with the Regional Development Corporation, Cinematic Digital Experience, Strategic Rail Finance & On Track North America, and Luna Community College and purchased membership at AFCI for a joint City and County Film Commission Office

1. Continue collaboration with NM Workforce Development in promoting Hiring Events/Job Fairs, Casting Calls

Deliverable: At the time of this report, we have only shared NMDWFS Job Fairs and Rapid Hire Events via eblasts and social media. We have not nailed down any dates yet for Chamber Job Fairs or Casting Calls.

2. Continue collaboration with International/National/State/County/City Officials and Educational Institutions to bring more filming projects



3. Continue collaboration with National/State/County/City Officials and Educational Institutions to assist in the creation of local filming jobs

Deliverable: We continue to collaborate with AFCL, the NMFO, SM County, CLV Film Liaison Chuck Griego, NMHU, LCC, WLV, LVCS and WMPS to bring in more filming projects and create filming job opportunities

4. Continue collaboration and travel with City Film Liaison to photograph and recruit more businesses, homeowners and place photos on Chamber's lvsfilmlocations.com website that is targeted to film makers seeking to film here as well as assist in getting them on NM Film Office website

Deliverable: We have many places that have requested this and still need to schedule a couple weeks' worth of photographing sites

5. Continue collaboration with City Film Liaison in requested scouting, contact information and assistance to Film Industry Professionals interested in filming in the area

Deliverable: This is ongoing

6. Continue collaboration with Casting Directors to have local Casting Calls for job creation

Deliverable: The latest one was not scheduled due to the production building sets elsewhere

7. Continue collaboration with Film Industry Professionals/City and County Officials in bringing in a State Film Museum, Film Production Studios, Film Production Offices, and an online film permitting process created by Santa Fe Film Office

Deliverable: This is ongoing



8. The Chamber will offer classes in Background Actor Information, Rights and Set Etiquette in collaboration with leaders in the NM Background Acting Association

Deliverable: This has not been scheduled, but talks have been in place for these events

D. Tourism Initiatives

1. Continue to research and add tourist locations to our information database as outdoor tourism increases and locations are being sought

Deliverable: This is ongoing

2. Create a process to input the tourist information we collect into a comprehensive data report and make available for tourism marketing initiatives

Deliverable: We have not accomplished this, as the staff member we were hoping to head up this project has been unable to start working with us yet

3. Assist local businesses and non-profits in developing a yearlong marketing plan of events that is inclusive and/or considerate of every licensed business

Deliverable: We have not accomplished this, as the staff member we were hoping to head up this project has been unable to start working with us yet

4. Lead the community in the NM Department of Tourism's Rural Tourism Incubator Application and develop a strategic tourism plan in line with the NM True brand (if approved by NMDT)

Deliverable: We have not accomplished this, as the staff member we were hoping to head up this project has been unable to start working with us yet

5. Research and create and updating a new Film Tour Guide in collaboration with the NM Film Office and the City Film Liaison

Deliverable: This is ongoing, research is still taking place

Las Vegas - San Miguel Chamber of Commerce

P. O. Box 128

505-429-2436

Las Vegas, NM 87701

lvsmchamberofcommerce@gmail.com



6. Partner with Main Street de Las Vegas, and Las Vegas First for Legends Magazine Advertising

Deliverable: We have brought copies of the Legends magazine and the listing for Las Vegas is marked in your books



Las Vegas San Miguel Chamber of Commerce
500 Railroad Avenue P.O. Box 128
Las Vegas, NM 87701 505-429-2436
lvsmchamberofcommerce@gmail.com

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Visitor's Center Numbers for 2023

January 2023	45
February 2023	170
March 2023	249
April 2023	255*
May 2023	
June 2023	
July 2023	
August 2023	
September 2023	
October 2023	
November 2023	
December 2023	
2023 Total of 719*	

LVSM Chamber has also sent out 20 relocation/visitor packets since January 1.

Previous years data is available as the LVSM Chamber created spreadsheets with the information that was available from previous Visitor's Center's Clerks whether staffed by the City or LVSM Chamber of Commerce.

* As of April 28th

lvsmchamberofcommerce@gmail.com | www.lasvegasnm.com



@lvsmchamberofcommerce |



@lasvegas_nm

Weekly Welcome Center Schedule

	Mon	Tues	Wed	Thru	Fri	Sat	Sun
Time	Who	Who	Who	Who	Who	Who	Who
8am - 9am	Elias	Cynthia	Cynthia	Cynthia	Elias		
9am - 10am	Elias	Cynthia	Cynthia	Cynthia	Elias	Lydia	Lydia
10am - 11am	Elias	Cynthia/Lydia	Cynthia	Cynthia	Elias	Lydia	Lydia
11am - 12pm	Elias	Cynthia/Lydia	Cynthia	Cynthia	Elias	Lydia	Lydia
12pm - 1pm	Elias	Cynthia/Lydia	Cynthia	Cynthia	Elias	Lydia	Lydia
1pm - 2pm	Lydia	Cynthia/Lydia	Cynthia	Cynthia	Elias	Lydia	Lydia
2pm - 3pm	Lydia	Elias	Elias	Elias	Elias	Lydia	Lydia
3pm - 4pm	Lydia/Andra	Andra	Andra	Andra	Andra	Lydia	Lydia
4pm - 5pm	Lydia/Andra	Andra	Andra	Andra	Andra	Lydia	Lydia

Las Vegas San Miguel Chamber of Commerce Visitor Center Clerk Job Description:

LVSM Chamber of Commerce:

JOB TITLE: Visitor Center Clerk

JOB STATUS: Part time, 8 am to 5 pm Monday through Friday or Weekend shift, negotiable with management

Place of Employment: Visitor's Center at 500 Railroad Avenue LVNM 87701

SUPERVISION GIVEN: Lead Clerk Elias Trujillo and/or LVSM Managing Member

PURPOSE AND NATURE OF JOB

This is a position involving the dissemination of public information to visitors, tourists and people who are interested in relocating to the Las Vegas and San Miguel area in person or via telephone in a friendly, courteous, knowledgeable and professional manner.

This is a non-supervisory position, all clerks are under supervision of Lead Clerk and must communicate with them regarding their time, timesheets, any arising issues.

DESCRIPTION OF JOB REQUIREMENTS AND JOB DUTIES:

Visitor Information Center is open 7 days a week and will require weekend hours and possibly holidays

Attendance at work is an essential function of this position, you must show up on time for the shift you are scheduled for unless sickness or emergency and Lead Clerk must be notified in advance in order to find coverage.

Habitual Tardiness in manning the Visitor's Center is not acceptable and is cause for job separation

Opens and closes Train Depot building on weekends, as well as minimal maintenance

(Sweeping, occasional mopping, checking restrooms for cleanliness, all brochures in lobby area presentable and orderly appearance to the public, desk areas, floor and wall areas must always be clean and tidy, no food or drink in lobby, monitor trash cans for overflow and make sure that when visitors walk in that it is a pleasant, clean and welcoming atmosphere., etc.)

Television in lobby must only have videos relevant to the tourism of the area, it is not for personal use or loud broadcasts as building acoustics makes everything louder

Assists with keeping the Visitor Center information stocked and presentable to the general public, must check tables and brochures after each visitor.

Answers phones and provides information to visitors and the community, returns messages if necessary or forwards information to correct employee or organization. If an immediate answer is required, ask or call someone that may have the information, otherwise get name and contact information and return call in timely manner.

Makes sure all information is up do date such as phone numbers, new openings or closures of businesses, phone number changes, etc.

Responsible to continuously research and update Las Vegas and San Miguel County history

Responsible to continuously research and update Las Vegas and San Miguel County businesses, hotels, restaurants, areas of interest etc.

Responsible to research and know what local nonprofits do in order to refer people to them as needed

Encourage visitors to stay in this area and give them as much information as possible so that they can enjoy their experience and their tax dollars are spent here

Performs a variety of receptionist and customer service duties.

Uses excellent customer service skills, establishes and maintains effective working relationships with other employees, and all members of the general public. Respectful and considerate of other clerks as this is a shared space.

Business casual dress or LVSM Chamber T-shirt

Logs visitor information data and keeps a correspondence log

Broad and unbiased knowledge of services (i.e. lodging, dining, recreation, etc.) for Las Vegas and the surrounding area.

Performs related work as required.

DESCRIBE MACHINES, TOOLS, EQUIPMENT, WORK AIDS USED

Desktop computer, telephone system, calculator, and other general office supplies.

GENERAL EDUCATION REQUIREMENTS

High School Diploma or equivalent.

SPECIAL VOCATIONAL REQUIREMENTS

High School Diploma or GED

SKILLS:

Ability to greet the public in a courteous and tactful manner and to disseminate information regarding the City and its functions; must be able to communicate effectively orally and in writing; must be able to speak Spanish and English.

PHYSICAL DEMANDS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL REQUIREMENTS:

Mobility Factors: Walk 5%, Climb Steps/Stairs 5%, Kneel 5%,

Primary Work Position: Stand 10%, Sit 75%

This position is primarily stationary and does not require traveling

SPECIFIC MOVEMENTS

TRUNK: Bends occasionally

ARMS: Reaches, extends to vehicle/equipment

Carries: 15 lbs. Maximum (approximately 5 feet occasionally, boxes of brochures, etc.)

LEGS: Walks, kneels

HANDS: Gross dexterity, grasp/manipulate, bilateral coordination, eye/hand Coordination.

**Professional Services Contract between the City of Las Vegas, New Mexico
And Las Vegas/San Miguel County Chamber of Commerce**

This Professional Services Contract ("Contract") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (hereinafter "City") and Las Vegas/San Miguel County Chamber of Commerce (hereinafter "Contractor") on this 8th day of February 2023 ("Effective Date"). Throughout this Contract, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to as "Parties."

Recitals

Whereas, the Contractor is a non-profit corporation, whose purpose is to stimulate economic development by supporting businesses through growing membership, providing services and benefits for those businesses within the City of Las Vegas and, promoting the community by creating, organizing, and managing events and projects; and

Whereas, the City commits financial support through February 7th, 2024, prorated on a quarterly or project completion basis in an amount during the contract period not to exceed Fifty Thousand dollars (\$50,000.00). Forty Five thousand dollars (\$45,000) is payable for the Scope of Work (**Exhibit A**) and in-kind services estimated at Five Thousand Dollars (\$5,000.00) in the form of office space and utilities, and use of Train Depot conference room subject to availability, to be paid to the Contractor under the terms and conditions of this Contract; and

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

Now, therefore, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and agreements set forth in this Contract, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the City agree that Contractor shall perform the scope of work as attached as **Exhibit A** to this Contract, and the City and Contractor further agree as follows:

1. Term.

This Contract shall be effective from the date it is fully executed through February 7th, 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.

Contractor shall complete the tasks identified in the Scope of Work no Later than February 7th, 2024.

3. Compensation and Payment Schedule.

The City shall pay Contractor on a timely basis as follows:

- A. The City shall pay Contractor for services satisfactorily rendered in an amount not to exceed a total of Forty Five Thousand Dollars (\$45,000). Such amount shall be paid to the Contractor upon receipt by the City of an invoice for quarterly payments of Eleven Thousand Two Hundred Fifty Dollars (\$11,250) on the condition that the Contractor has accomplished the scope of services outlined herein, to the satisfaction of the City.
- B. Invoices should be provided on or after May 30th, 2023, August 31st, 2023, November 30th, 2023, and February 7th, 2024. Payments shall be made to the Contractor within thirty days after the City certifies its acceptance of the Work in writing. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month.
- C. No further amount(s) shall be available under this Contract unless authorized by City Council resolution and embodied in written amendment to this Contract executed prior to the additional work being performed.
- D. Subject to the requirements of Paragraph (C), the City acknowledges that if it requests services outside the Scope of Work, Contractor will bill for these services at rates ranging from fifty dollars per hour (\$50.00) to seventy five dollars per hour (\$75.00) including gross receipts tax, depending on the experience of the individual providing the requested services.

4. Termination.

- A. In addition to any other remedy provided by law, the City may terminate this Contract by written notice delivered to the Contractor or his agent in any of the following circumstances:
 - i. If the Contractor is in default in the performance of any term, condition or covenant of this Contract, and if the Contractor does not cure the default within five (5) working days after notice, or, if the default is of such nature that it cannot be cured completely within the five (5) day period; or
 - ii. If the Contractor fails to furnish a certificate of insurance within the time required by this Contract; or
 - iii. Upon written notice by the City to Contractor that sufficient funds are not available, in the City's sole discretion, to continue with this Contract.
- B. The Contractor may terminate this Contract if the City is in default in the performance of any material term, condition or covenant of this Agreement and if the City does not cure

the default within ten (10) days after notice, or, if the default is of such nature that it cannot be cured completely within the ten (10) day period.

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

5. Contractor Independent from City.

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

6. Appropriation.

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

7. Subcontracting.

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

8. Assignment.

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

9. Taxes.

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

10. Business Insurance Requirements.

- A. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement. in amounts acceptable to industry standards so long as this Contract is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico.
- B. If the Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City.
- C. The Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701.
- D. The Contractor shall not begin any activities in furtherance of this Contract until the required insurance has been obtained and proper certificates of insurance delivered to the City Administrator. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

11. Workers' Compensation Insurance.

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

12. Indemnification.

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

13. Release.

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

14. Non Agency.

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

15. Confidentiality.

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

16. Conflict of Interest.

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

17. Non Discrimination.

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

18. Scope of Agreement and Amendment.

This Contract 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.

19. Applicable law.

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

20. Penalties for violation of law.

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

21. Conformance to Laws.

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

22. Work Product.

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

23. New Mexico Tort Claims Act.

Any liability incurred by the City in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30. The City and its 'public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense

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

24. Third Party Beneficiaries.

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

25. Copy Effective as Original.

A copy of this Contract shall have the same force and effect as the original.

26. Notices.

All notices and communications required or permitted under this Contract shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand delivered to the street address of the receiving party set forth below; (ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (iv) five (5) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

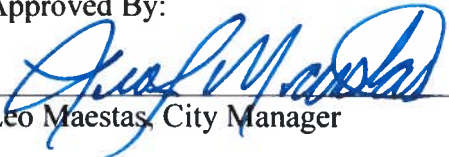
27. Miscellaneous.

Each individual who signs this Contract warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Contract on behalf of their respective entity. This Contract 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. This Contract as written herein is the entire agreement of the Parties, and replaces any other prior or additional agreements between the Parties. In the event that any of the terms of this Contract 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 Contract shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Contract, 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 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 Maestas, City Manager

Date: 2/8/23

Attest:

 2/8/23
Casandra Fresquez, City Clerk

CONTRACTOR:


Phillip Martinez, President
Las Vegas/San Miguel Chamber
Of Commerce

Date: 2-13-23



Exhibit A

Proposal for Scope of Services for the Las Vegas San Miguel County Chamber of Commerce **Effective Date: February 2023-February 2024**

A. Services Provided by LVSM Chamber of Commerce

The LVSM Chamber has assisted in daily operations, tourist and relocation requests, record keeping and various other duties since August 2020. The operations and designated times have fluctuated due to CLV reorganization and staffing. We would like to offer the following solutions:

1. Full time operation of the City of Las Vegas' Visitor Center with additional LVSM Chamber staff Monday through Sunday, 8am to 5pm including lunch hours to equal 3,276 hours yearly.
2. Mirror the CLV Visitor's Center Clerk Job Description in order to remain consistent with the CLV requirements and vision of the purpose of the Visitor's Center.
3. Increase outreach to local businesses to make sure those that want to be represented at the Visitor's Center will be represented;
 - Visitors consistently come in daily for information about the city
 - Peak times are around holidays, March through December and train arrival times, 12:15pm and 2:15pm
 - Common questions are places to eat, places to stay (hotel, RV camp, AirBnB's, history of the area, Montezuma Hot Springs availability)
4. Continue to keep records of Tourists, location of hometown and purpose of visit.
5. Keep Visitor's Center stocked with appropriate information for the City of Las Vegas businesses such as hotels, restaurants, stores, shops, campgrounds, walking tours, etc.
6. Make sure that the information the Visitor's Center clerks provide in handouts, pamphlets and verbally is updated and current and Visitor's are given correct and valid information in which they can navigate knowledgeably throughout Las Vegas, thus, enjoying their stay.

Las Vegas - San Miguel Chamber of Commerce

P. O. Box 128

505-429-2436

Las Vegas, NM 87701

lvsmchamberofcommerce@gmail.com



7. Coordinate and distribute the appropriate information as requested for both Tourist packets and Relocation packets;
 - Tourist packets contain Walking Tour guides, Restaurant, Hotel and Bar information, state parks information and tourist sites, etc.
 - Relocation packets contain Real Estate information, Rental Information, Educational Institution information, Walking Tour guides, Census information, etc.
8. Continue to work with Community Development in mailing out Visitor's Center Packets (Postage)
9. Assist the City of Las Vegas with research, promotion and workforce development of film production and also support of a state film museum.
10. Prepare and deliver quarterly reports along with the invoices per the dates in paragraph 3B of the contract.
11. The City requests a non-voting position on the Board of Directors, to be appointed by the Mayor, for the duration of this contract.

B. Promotion of Chamber Members, New Businesses, Events and Non-profits

The Chamber promotes City, County, Educational, Nonprofit and Regional events via radio, social media and eblasts as well as new businesses that approach the Chamber.

1. Provide Ribbon Cuttings for Grand openings or Grand re-Openings, keep both City and County Officials informed as well as dissemination of the event and posting a Facebook Live video or pictures for business promotion
2. Continue to have monthly CED Meetings, but add one sponsored monthly networking event in conjunction with, or in addition to the meeting
3. Continue to promote new businesses, City, County and regional events via radio, social media and eblasts
4. Seek to work with City and County to welcome new businesses and offer assistance in existing promotional avenues
5. Assist businesses in online representation of "Google My Business" listing



Las Vegas - San Miguel Chamber of Commerce

P. O. Box 128

505-429-2436

Las Vegas, NM 87701

lvs chamberofcommerce@gmail.com



C. Economic Development Initiatives

The Chamber works with numerous organizations and officials to facilitate and promote job creation, economic development opportunities for property owners, small business owners and individuals. The Chamber has taken the lead and fiscal responsibility in the creation of a joint County and City Film Commission with International membership with the Association of Film Commissioners International.

1. Continue collaboration with NM Workforce Development in promoting Hiring Events/Job Fairs, Casting Calls
2. Continue collaboration with International/National/State/County/City Officials and Educational Institutions to bring more filming projects
3. Continue collaboration with National/State/County/City Officials and Educational Institutions to assist in the creation of local filming jobs
4. Continue collaboration and travel with City Film Liaison to photograph and recruit more businesses, homeowners and place photos on Chamber's lvs m film locations.com website that is targeted to film makers seeking to film here as well as assist in getting them on NM Film Office website
5. Continue collaboration with City Film Liaison in requested scouting, contact information and assistance to Film Industry Professionals interested in filming in the area
6. Continue collaboration with Casting Directors to have local Casting Calls for job creation
7. Continue collaboration with Film Industry Professionals/City and County Officials in bringing in a State Film Museum, Film Production Studios, Film Production Offices, and an online film permitting process created by Santa Fe Film Office
8. The Chamber will offer classes in Background Actor Information, Rights and Set Etiquette in collaboration with leaders in the NM Background Acting Association

D. Tourism Initiatives

1. Continue to research and add tourist locations to our information database as outdoor tourism increases and locations are being sought
2. Create a process to input the tourist information we collect into a comprehensive data report and make available for tourism marketing initiatives
3. Assist local businesses and non-profits in developing a yearlong marketing plan of events that is inclusive and/or considerate of every licensed business

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4. Lead the community in the NM Department of Tourism's Rural Tourism Incubator Application and develop a strategic tourism plan in line with the NM True brand (if approved by NMDT)
5. Research and create and updating a new Film Tour Guide in collaboration with the NM Film Office and the City Film Liaison
6. Partner with Main Street de Las Vegas, and Las Vegas First for Legends Magazine Advertising





CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: 5/10/23

Date Submitted: 4/27/2023

Department: Transportation

Item/Topic: Approval of Resolution No. 23-14, Repealing and replacing all previous resolutions and adopting an updated City of Las Vegas Meadow City Express Zero Tolerance FTA Drug & Alcohol Testing policy.

Fiscal Impact: None.

Attachments: City of Las Vegas Meadow City Express Drug & Alcohol Policy

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:

Reo Morales By H

Department Director

Reo Morales
City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

**City of Las Vegas Meadow City Express
Resolution No. 23-14**

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

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

WHEREAS, upon completion of the Meadow City Express Drug and Alcohol FTA compliance review it was found that a Zero Tolerance Drug and Alcohol Testing Policy using the NMDOT recommended template as per FTA standards be updated and adopted by the Governing Body, and distributed to Meadow City Express employees; and

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

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

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

Louie A. Trujillo, Mayor

ATTEST:

Casandra Fresquez, City Clerk

City of Las Vegas Meadow City Express

Drug and Alcohol Policy

Effective as of _____

Adopted by: _____

Date Adopted: _____

Last Revised: 4/21/2023

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I. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect City of Las Vegas Meadow City Express's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All City of Las Vegas Meadow City Express employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the Drug & Alcohol Program Manager no later than five days after such conviction.

2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in Part 40. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids:
 - (1) codeine (2) morphine (3) heroin (4) hydrocodone (5) hydromorphone (6) oxycodone (7) oxymorphone
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties for at least eight hours unless a retest results in the employee's alcohol concentration being less than 0.02.

Zero Tolerance

Per City of Las Vegas Meadow City Express policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be referred to a Substance Abuse Professional (SAP) **and terminated from employment.**

5. Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when City of Las Vegas Meadow City Express has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Las Vegas Meadow City Express using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

FTA Drug and Alcohol Policy – City of Las Vegas Meadow City Express

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- ~~(3) The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the accident~~

In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Las Vegas Meadow City Express using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Random Testing – End of Shift

Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or child care commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or child care commitment, for the period immediately following an employee's shift, must be provided at least six hours before the end of the shift.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If there is a negative dilute test result, City of Las Vegas Meadow City Express will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dl but less than or equal to 5 mg/dl require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. City of Las Vegas Meadow City Express shall be responsible for making sure that the MRO, first laboratory, and second laboratory perform the functions noted in §§40.175-40.185 in a timely manner, once the employee has made a timely request for a test of the split specimen. The time for an employee to make the request shall be 72 hours from the initial call from the MRO. City of Las Vegas Meadow City Express must not condition their compliance with these requirements on the employee's direct payment to the MRO or laboratory or the employee's agreement to reimburse the City of Las Vegas Meadow City Express for the costs of testing. City of Las Vegas Meadow City Express may seek payment or reimbursement of all or part of the cost of the split specimen from the employee. This part takes no position on who ultimately pays the cost of the test so long as the employer ensures that the testing is conducted as required and the results released appropriately.

7. Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by City of Las Vegas Meadow City Express.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or City of Las Vegas Meadow City Express for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or City of Las Vegas Meadow City Express's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.

8. Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the Drug & Alcohol Program Manager (DAPM) and/or the Designated Employer Representative (DER), who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

9. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the Drug & Alcohol Program Manager (DAPM) and/or Designated Employer Representative (DER). Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

10. Contact Person

For questions about City of Las Vegas Meadow City Express's anti-drug and alcohol misuse program, contact: ~~Darlene Arguello~~ Marcelino Roybal, Transit Manager/Drug & Alcohol Program Manager at City of Las Vegas Meadow City Express, 500 Railroad Avenue, Las Vegas, New Mexico 87701, (505) 454-8583.

Attachment A: Covered Positions

Transit Manager

Operations Supervisor/Driver

Drivers

Dispatchers

Attachment B: System Contacts

Any questions regarding this policy or any other aspect of the drug free and alcohol-free transit program should contact the following transit system representative.

Drug and Alcohol Program Manager (DAPM):

Name: ~~Darlene Arguello~~ Marcelino Roybal
Title: Transit Manager
Address: 500 Railroad Avenue
Las Vegas, New Mexico 87701
Telephone#: (505) 454-8583

Designated Employer Representative (DER):

Name: Adrian Jaramillo
Title: Safety Officer
Address: 1700 North Grand Avenue
Las Vegas, New Mexico 87701
Telephone #: (505) 454-1401 or (505) 429-6326

Medical Review Officer (MRO):

Name: ~~Stephen Kraecht, D.O.~~ H.J Khella, MD
Address: ~~8140 Ward Pkwy Suite 275~~ 1451 Tallevast Rd
~~Kansas City, Missouri 64114~~ Sarasota Florida 34243
Telephone #: ~~(855) 355-7058~~ (941) 753-9199
Fax #: ~~(913) 498-5038~~ (941) 753-9975

Substance Abuse Professionals (SAP):

Name: Connie Merrell-McDonald, MA, LPCC, LPAT, LADAC, CEAP, SAP
New Mexico Professionals Resource Network, LLC
Address: 5916 Anaheim Avenue Suite B
Albuquerque, New Mexico 87113
Telephone #: (505) 448-0541 or (505) 400-4806
Fax #: (505) 239-7128
Email: connie@nmprn.com
www.nmprn.com

Name: Martin A. Petsonk
Address: 315 W. Washington Avenue Suite A
Artesia, New Mexico 88210
Telephone #: (575) 703-8250
Fax #: (575) 746-3772

Collection Sites:

Name: ~~Concentra Santa Fe~~ Southwest Drug and Alcohol Compliance
Address: ~~720 St. Michaels Drive~~ 41B Bisbee Ct Unit B1
~~Santa Fe, New Mexico 87505~~ Santa Fe, New Mexico 87508
Telephone #: ~~(505) 438-9402~~ (505) 795-7959
Fax #: ~~(505) 471-9240~~ (505) 795-7032

City of Las Vegas Meadow City Express

Drug and Alcohol Policy

Effective as of _____

Adopted by: _____

Date Adopted: _____

Last Revised: 4/21/2023

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Portions of this policy are not FTA-mandated, but reflect City of Las Vegas Meadow City Express's policy. These additional provisions are identified by **bold text**.

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The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the Drug & Alcohol Program Manager no later than five days after such conviction.

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This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
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- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in Part 40. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
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All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties for at least eight hours unless a retest results in the employee's alcohol concentration being less than 0.02.

Zero Tolerance

Per City of Las Vegas Meadow City Express policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be referred to a Substance Abuse Professional (SAP) **and terminated from employment.**

5. Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when City of Las Vegas Meadow City Express has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Las Vegas Meadow City Express using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

FTA Drug and Alcohol Policy – City of Las Vegas Meadow City Express

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Las Vegas Meadow City Express using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Random Testing – End of Shift

Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or child care commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or child care commitment, for the period immediately following an employee's shift, must be provided at least six hours before the end of the shift.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If there is a negative dilute test result, City of Las Vegas Meadow City Express will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dl but less than or equal to 5 mg/dl require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. City of Las Vegas Meadow City Express shall be responsible for making sure that the MRO, first laboratory, and second laboratory perform the functions noted in §§40.175-40.185 in a timely manner, once the employee has made a timely request for a test of the split specimen. The time for an employee to make the request shall be 72 hours from the initial call from the MRO. City of Las Vegas Meadow City Express must not condition their compliance with these requirements on the employee's direct payment to the MRO or laboratory or the employee's agreement to reimburse the City of Las Vegas Meadow City Express for the costs of testing. City of Las Vegas Meadow City Express may seek payment or reimbursement of all or part of the cost of the split specimen from the employee. This part takes no position on who ultimately pays the cost of the test so long as the employer ensures that the testing is conducted as required and the results released appropriately.

7. Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by City of Las Vegas Meadow City Express.

- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or City of Las Vegas Meadow City Express for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or City of Las Vegas Meadow City Express's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.

8. Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the Drug & Alcohol Program Manager (DAPM) and/or the Designated Employer Representative (DER), who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

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The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the Drug & Alcohol Program Manager (DAPM) and/or Designated Employer Representative (DER). Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

10. Contact Person

For questions about City of Las Vegas Meadow City Express's anti-drug and alcohol misuse program, contact: Marcelino Roybal, Transit Manager/Drug & Alcohol Program Manager at City of Las Vegas Meadow City Express, 500 Railroad Avenue, Las Vegas, New Mexico 87701, (505) 454-8583.

Attachment A: Covered Positions

Transit Manager

Operations Supervisor/Driver

Drivers

Dispatchers

Attachment B: System Contacts

Any questions regarding this policy or any other aspect of the drug free and alcohol-free transit program should contact the following transit system representative.

Drug and Alcohol Program Manager (DAPM):

Name: Marcelino Roybal
Title: Transit Manager
Address: 500 Railroad Avenue
Las Vegas, New Mexico 87701
Telephone#: (505) 454-8583

Designated Employer Representative (DER):

Name: Adrian Jaramillo
Title: Safety Officer
Address: 1700 North Grand Avenue
Las Vegas, New Mexico 87701
Telephone #: (505) 454-1401 or (505) 429-6326

Medical Review Officer (MRO):

Name: H.J Khella, MD
Address: 1451 Tallevast Rd
Sarasota Florida 34243
Telephone #: (941) 753-9199
Fax #: (941) 753-9975

Substance Abuse Professionals (SAP):

Name: Connie Merrell-McDonald, MA, LPCC, LPAT, LADAC, CEAP, SAP
New Mexico Professionals Resource Network, LLC
Address: 5916 Anaheim Avenue Suite B
Albuquerque, New Mexico 87113
Telephone #: (505) 448-0541 or (505) 400-4806
Fax #: (505) 239-7128
Email: connie@nmprn.com
www.nmprn.com

Name: Martin A. Petsonk
Address: 315 W. Washington Avenue Suite A
Artesia, New Mexico 88210
Telephone #: (575) 703-8250
Fax #: (575) 746-3772

Collection Sites:

Name: Southwest Drug and Alcohol Compliance
Address: 41B Bisbee Ct Unit B1
Santa Fe, New Mexico 87508
Telephone #: (505) 795-7959
Fax #: (505) 795-7032



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

Meeting Date: May 10, 2023

Date Submitted: 04/24/23

Department: Utilities

Item/Topic: Award RFB #2023-14 to Arthur Regional for solid waste tipping fees for municipal solid waste (MWS) per ton.

Advertised: 03/31/23; Las Vegas OPTIC, Albuquerque Journal and City Website

Bid Opening: 04/19/23

Number of Bidders: 1 – Arthur Regional

Fiscal Impact: Paid through City funding out of Solid Waste budget.

Attachments: Original bid, bid opening sheet, bids received and bid tabulation

Committee Recommendation: This item will be discussed at the May 9, 2023 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

Reviewed By:



Department Director

Finance Director


City Manager

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

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved _____

Continued To: _____

Referred To: _____

Denied _____

Other _____

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2: 30 p.m., April 19, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

RE-BID SOLID WASTE TIPPING FEES FOR MUNICIPAL SOLID WASTE (MSW) PER TON

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701 or
www.lasvegasnm.gov

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701 or
www.lasvegasnm.gov

Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: RE-BID SOLID WASTE TIPPING FEES FOR MUNICIPAL SOLID WASTE (MSW) PER TON Opening No. 2023-14; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,

Leo J. Maestas, City Manager
Leo J. Maestas, City Manager

Rancho D. Valdez
New Mexico Local Government Law

Cassandra Fresquez
Cassandra Fresquez, City Clerk

Tasha Martinez
Tasha Martinez, Finance Director

Helen Vigil
Helen Vigil, Purchasing Officer

Opening No. 2023-14

Date Issued: 3/24/2023

Published: Las Vegas Optic

Albuquerque Journal

www.lasvegasnm.gov

March 31, 2023

March 31, 2023

March 31, 2023

BIDDER INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): **RE-BID SOLID WASTE TIPPING FEES FOR MUNICIPAL SOLID WASTE (MSW) PER TON**

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

} ss

COUNTY OF _____ }

I, _____, being of first duly sworn, state under penalty of perjury that I am at least eighteen years of age, and am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

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

(SEAL)

Notary Public Signature

My Commission Expires: _____

STANDARD BID CLAUSES

AWARDED BID

Awarding of bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

TIMETABLE

Bid pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: April 19, 2023; 2:30 p.m.; at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for TBD, 2023. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted Bid.

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department. Any interpretation, corrections, or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said Bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other

provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the specifications shall be removed by the Bidder, at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. The Bidder agrees that prior to receiving payment, Bidder shall provide to the City written notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. **Enclose one (1) original and five (5) copies of Bid documents.** Failure to comply with this requirement may result in the rejection of the submitted Bid.

LABELS

Bidder is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list, Bid bond if applicable and total bid amount page.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provision of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include but are not restricted to acts of GOD or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, this paragraph shall not be exclusive and shall be in addition to any other rights now being provided by law.

BID PROTESTS

If any bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties who do not also furnish satisfactorily documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

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

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts Tax in the City of Las Vegas.

The City of Las Vegas Solid Waste Department intends to make multiple awards to qualified bidders and will use the lowest bidder and advantageous bidder to accommodate the need of service of the City.

The term of this agreement shall be a period of one (1) year. Due to the need of continuity of the services, the term may be extended from year to year for a maximum of four (4) years.

BID ITEM (S): RE-BID SOLID WASTE TIPPING FEES FOR MUNICIPAL SOLID WASTE (MSW)
PER TON *PLEASE SEE NOTE ON PAGE 6 OF RFB

- | | | | |
|----|---------------------------|----|--|
| A. | Residential Waste | \$ | |
| B. | Commercial Waste | \$ | |
| C. | Construction & Demolition | \$ | |
| D. | Other Fees/ Costs | \$ | |
| E. | | \$ | |
| F. | | \$ | |
| G. | | \$ | |
| H. | | \$ | |
| I. | | \$ | |
| J. | | \$ | |
| K. | | \$ | |
| L. | | \$ | |

NOTE:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal

because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 19-Apr-2023

OPENING NO.: 2023-14

TIME: 2:00 PM

DEPARTMENT: SOLID WASTE

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

ITEM(S): RE-BID SOLID WASTE TIPPING FEES
FOR MUNICIPAL SOLID WASTE
(MSW) PER TON

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Arthur Regional		0	6	✓	✓
Residential	31.54 ton				
2 Commercial	31.54 ton				
Construction	31.54 ton				
3 Tire 16"	5.00 tons				
Truck tires	8.00 tons				
4 tractor tires	13.00 tons				
Bulk Waste	100.00 tons				
5 White goods	4.00				
Refrigerators	40.00				
6 Direct Bural fee	20.00				
Recycle fee per	5.00 gal				
loader charge	50.00 10:00 per 10th hr.				

COMPANY REPRESENTATIVE	COMPANY NAME
1 [Signature]	City of Las Vegas Solid Waste
2 [Signature]	CLV PM
3 [Signature]	CLV Purchasing
4 [Signature]	CLV-Inventory
5	
6	
7	
8	
9	
10	

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

[Signature]
DATE: 4.19.23

OPENED BY: FINANCE DEPARTMENT

[Signature]
DATE: 4-19-2023

COPIES TAKEN BY DEPT:

[Signature]
DATE: 4.19.23

RECEIVED
APR 19 2023

2:30 PM
N/S

CITY OF LAS VEGAS
PURCHASING DEPT.

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:30 p.m., April 19, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

RE-BID SOLID WASTE TIPPING FEES FOR MUNICIPAL SOLID WASTE (MSW) PER TON

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701 or
www.lasvegasnm.gov

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701 or
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Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: RE-BID SOLID WASTE TIPPING FEES FOR MUNICIPAL SOLID WASTE (MSW) PER TON Opening No. 2023-14; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,

Leo Maestas
Leo J. Maestas, City Manager

Randall D. Van Vleet
New Mexico Local Government Law

Cassandra Fresquez
Cassandra Fresquez, City Clerk

Tasha Martinez
Tasha Martinez, Finance Director

Heleen Vigil
Heleen Vigil, Purchasing Officer

Opening No. 2023-14

Date Issued: 3/24/2023

Published: Las Vegas Optic

Albuquerque Journal

www.lasvegasnm.gov

March 31, 2023

March 31, 2023

March 31, 2023

BIDDER INFORMATION

OFFEROR: Arthur Regional Landfill Inc.
AUTHORIZED AGENT: Jonathan Arthur
ADDRESS: PO Box 609
TELEPHONE NUMBER (575) 668-2000 (575-704-5222 Billing)
FAX NUMBER ()
DELIVERY: _____
STATE PURCHASING RESIDENT CERTIFICATION NO.: _____
NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): RE-BID SOLID WASTE TIPPING FEES FOR MUNICIPAL SOLID WASTE (MSW) PER TON

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }
COUNTY OF Colfax } ss

I, Jonathan Arthur, being of first duly sworn, state under penalty of perjury that I am at least eighteen years of age, and am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

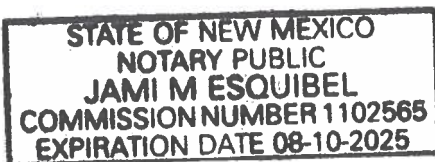
[Signature]
Signature

Subscribed and sworn to before me, this 7th day of April, 2023.

(SEAL)

[Signature]
Notary Public Signature

My Commission Expires: 8/10/25



STANDARD BID CLAUSES

AWARDED BID

Awarding of bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

TIMETABLE

Bid pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: April 19, 2023; 2:30 p.m.; at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for TBD, 2023. The successful Bidder will be notified by mail.

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NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

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INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the specifications shall be removed by the Bidder, at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0523407
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03-614368-00-5

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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COMMERCIAL WARRANTY

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NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

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

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts Tax in the City of Las Vegas.

The City of Las Vegas Solid Waste Department intends to make multiple awards to qualified bidders and will use the lowest bidder and advantageous bidder to accommodate the need of service of the City.

The term of this agreement shall be a period of one (1) year. Due to the need of continuity of the services, the term may be extended from year to year for a maximum of four (4) years.

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): RE-BID SOLID WASTE TIPPING FEES FOR MUNICIPAL SOLID WASTE (MSW)
PER TON *PLEASE SEE NOTE ON PAGE 6 OF RFB

A. Residential Waste	\$ 31.54
B. Commercial Waste	\$ 31.54
C. Construction & Demolition	\$ 31.54
D. Other Fees/ Costs	\$
E. Tires-up to 16 inches	\$ 5.00
F. Truck Tires	\$ 8.00
G. Tractor Tires	\$ 13.00
H. Bulky Non-compactable Waste	\$ 100.00 /ton
I. White Goods	\$ 4.00
J. Refrigerators	\$ 40.00
K. Direct Burial Fee	\$ 20.00
L. Recycle Fee - Motor Oil	\$ 5.00 / Gallon
M. Loader Charge	\$ 50.00 - minimum \$ 10.00 - per 10th HR

NOTE:

Prices are subject to increase at or less than the Consumer Price Index (for All items less food & energy) every year at the renewal date of contract.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal

because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s) _____
Nature of Contribution(s) _____
Purpose of Contribution(s) _____



(Attach extra pages if necessary)

Signature _____ Date _____

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00)
WERE MADE to an applicable public official by me, a family member or representative.


Signature

Title (Position)


Date

BID TABULATION

COMPANY NAME	City of Las Vegas NM
PROJECT NAME	Re-Bid Solid Waste Tipping Fees
LOCATION	1700 North Grand Ave
ENGINEER	N/A
BID DATE	19-Apr-23
Bid NO.	2023-14

		BID QUANTITIES			Arthur Regional	
REF NO.	BID ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT AMOUNT	BID
1	1.000	Residential	1	Ton	\$31.54	\$31.54
2	2.000	Commerical	1	Ton	\$31.54	\$31.54
3	3.000	Construction	1	Ton	\$31.54	\$31.54
4	4.000	Tire 16"	1	Ton	\$5.00	\$5.00
5	5.000	Truck Tires	1	Ton	\$8.00	\$8.00
6	6.000	Tractors Tires	1	Ton	\$13.00	\$13.00
7	7.000	Bulk Waste	1	Ton	\$100.00	\$100.00
8	8.000	White Goods	1	Ton	\$4.00	\$4.00
9	9.000	Refrigerators	1	Ton	\$40.00	\$40.00
10	10.000	Direct Burial Fee	1	Ton	\$20.00	\$20.00
11	11.000	Recycle Fee/ Oil	1	Gal	\$5.00	\$5.00
12	12.000	Loader Charge	1	EA	\$50.00	\$50.00
13	13.000	Loader Charge	10	Hr	\$10.00	\$10.00
TOTAL BASE BID						
TAX			8.39%			
TOTAL BID AMOUNT						