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
January 11, 2023–Wednesday– 5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701

Public comments can be made in person at the meeting **OR** submitted in writing (name and address must be included) to the City Clerk no later than 4:30 p.m. on January 11, 2023, via email to cfresquez@lasvegasnm.gov or faxed to (505) 425- 7335.

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

V. APPROVAL OF AGENDA

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

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

VIII. COUNCILORS' REPORTS

IX. APPROVAL OF MINUTES (December 14th and December 21, 2022)

X. BUSINESS ITEMS

1. Conduct a public hearing and request Adoption of Ordinance No. 23-01 for the preliminary & final approval of a 3-lot subdivision for Lots 4 & 5, Block 18, Town of Las Vegas, located at 517, 519 & 519-½ (Rear) Chavez Street, Las Vegas, Nm 87701 and the approval of a variance for Tract A-2 of zero (0) lot line setbacks, setback variances for Tract A-3 of three (3) feet on the north side and seven (7) feet in the front and 1-½ foot variance on the width of the access easement on the south side of current Lot 5.

Maria Perea, Planning & Zoning Coordinator Application was submitted by Susan E. West, property owner. The Board of Adjustment and Planning & Zoning Commission made a recommendation for approval of the 3-Lot subdivision and accompanying variances at their October 24, 2022 meeting.

2. Request to purchase an automated side loader for the Solid Waste Division.

Maria Gilvarry, Utilities Director This is a replacement truck that will assist in picking up trash. The cost of the truck will be $443,019.56 and is a budgeted expense paid out of line item number 633-0000-650-8007.

3. Request approval of Addendum #1 to Contract #3835-22 with Stantec Consulting Services Inc. for utility, street and drainage improvements on Hot Springs Boulevard.

Maria Gilvarry, Utilities Director Request for Proposal 2022-15 was awarded on 1/25/22 and Agreement #3835-22 was signed on 1/25/22. The extended term of this agreement will be for 1 year.

4. Discussion/Direction on Public Input for City Council Meetings.

Casandra Fresquez, City Clerk At the last Council meeting, the City Clerk was directed to get legal counsel to give the Governing Body an opinion regarding public input for City Council meetings.

5. Consideration to rescind the International Association of Firefighters (IAFF) Collective Bargaining Unit Agreement #3911-22 in specific to Article 37 – Compensation and the Pay Plan.

IAFF Management Team At this time, there are different interpretations of the pay plan between IAFF and the City of Las Vegas. The current issues and actual cost of the pay plan as interpreted by both the City of Las Vegas and IAFF must be demonstrated and clarified properly.

XI. EXECUTIVE SESSION

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

XII. ADJOURN

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

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

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

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, DECEMBER 14, 2022 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: Louie A. Trujillo

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

ALSO PRESENT: 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

MOMENT OF SILENCE

Mayor Trujillo asked to take a moment to remember those who have passed away in the community and to say a special prayer for the rededication of the Jewish Synagogue on 8th Street. Mayor Trujillo advised he was thrilled and honored for them to be a part of this community. Mayor Trujillo welcomed the Synagogue and

all the Jewish people to have a place for worship and asked to say a prayer that all events go well.

APPROVAL OF AGENDA

City Clerk Fresquez advised she had amendments for a few items before approving the agenda. City Clerk Fresquez recommended the removal of the City Manager's Report and advised it would be placed on the December 21, 2022 Council meeting. City Clerk Fresquez advised business item 2 should state a project approval for a water treatment plant preliminary engineering report, business item 3 should state administrative assistant instead of administrative aide and business item 5 should read $0.60 not $.060.

Councilor Casey made a motion to approve the agenda as amended. 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.

PUBLIC INPUT

City Clerk Fresquez read public input from RaeDawn Price regarding the Samaritan House and her concerns on the condition of the shelter and surrounding neighborhoods. Ms. Price advised she thought the Samaritan House would be willing to implement changes and/or conditions to their services. Ms. Price voiced her concerns regarding the public nuisance it became in its 2 years in operation at that location is something they as a community just simply can not allow to happen again. Ms. Price advised she didn't have a problem with the people who receive services there and realized homelessness is on the rise across the nation and every city.

April Morell spoke about the Samaritan House being a necessary service but the location is not a good location and stated that it's across from a park where children play and businesses in that area have been affected. Ms. Morell advised not all those who receive services from the Samaritan House are problematic but

the few that are ruin it for others. Ms. Morell advised if they could find a different location to service these individuals the issues they are facing will lessen. Ms. Morell discussed the different types of services these individuals need to get back on their feet and into civilian life.

Mary Jo Whiteman spoke about her concerns regarding the Samaritan House only open for a few hours during the day but no place for them to sleep at night. Ms. Whiteman advised she would like to see those people have a warm and safe place to sleep beginning tonight.

Mary Romero spoke about living on Lincoln Street for 37 years and her children playing at Lincoln park. Ms. Romero advised it was a safe and quiet neighborhood, while the Samaritan House was housing the homeless they could not enjoy the park or even their yard and her grandchildren couldn't go outside. Ms. Romero advised during the time that the Samaritan House was housing the homeless, the Lincoln Park neighborhood had become a dangerous and unsafe place to live in. Ms. Romero advised the entire neighborhood suffered because of the location of the Samaritan House but the last 4-5 months since closing Lincoln Park she's able to enjoy her yard and their neighborhood again. Ms. Romero asked if the Samaritan House opens its doors again what changes are going to be made, will it be the same as it was before, or will they be hostages in their own homes again.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Trujillo read a Proclamation for the Re-dedication of the Jewish synagogue in Las Vegas.

Mayor Trujillo spoke about the NM Tourism Commission helping Las Vegas with advertisements for tourism.

Mayor Trujillo thanked the City crews for all the holiday lights and would like to have a big menorah in the park next year.

COUNCILORS' REPORTS

Councilor Montoya advised he had received an email from Consultant Robert Archuleta regarding the listing for Capital Outlay requests.

Mayor Trujillo thanked Consultant Archuleta for working on the Capital Outlay list.

Councilor Casey advised Mr. Archuleta is a contracted employee and in the short time that he's been employed, has filed paperwork to receive reimbursements from the State, which was over $1.3 million. Councilor Casey advised the City works very hard to make sure that everything done is to benefit the citizens of the community. Councilor Casey commended Mr. Archuleta, and also thanked everyone who responds to her calls. Councilor Casey advised she appreciates the hard work from everyone at the City, from the Police Chief, HR, Deputy City Manager, City Manager, City Clerk, Deputy City Clerk, Business Office, and advised it doesn't matter what department you call they are always willing to address the issue and if they don't have an answer right away they always get back to her in a reasonable time. Councilor Casey advised she is proud to be a part of this council, because she has the opportunity to work with such wonderful people and appreciates them greatly.

Councilor Romero thanked City Clerk Fresquez, her staff and anyone who participated in the decorations in the Council Chambers and advised it's festive and looks nice. Councilor Romero thanked all staff for every complaint they get, there are more calls where people are grateful for everything the City has done. Councilor Romero advised it's a privilege to be a part of this council and as the new year comes they will continue to tackle it. Councilor Romero asked Police Chief Salazar to stay vigilant with theft/burglaries now during Christmas time.

Councilor Ulibarri thanked Public Works Director Lopez for all the work on the west side, Code Enforcement, all Directors and City staff for the good job they're doing.

APPROVAL OF MINUTES

Councilor Romero mentioned his concerns with no discussion taken on the minutes due to issues recording the November 29, 2022 Special meeting and advised he hates to leave out certain comments that were said and doesn't know the legality of it. Councilor Romero advised in his opinion the November 29, 2022 Special meeting wasn't valid without the recording.

City Clerk Fresquez advised the meeting is valid and they only have to have action items on the minutes for it to be legal, who was present, who was absent, the time it started and the time it ended. City Clerk Fresquez advised they can summarize but unfortunately she was trying from mental notes to remember

what was said and didn't want to miss quote anyone. City Clerk Fresquez advised it won't happen again because from here on out she will be recording it and will have a backup.

Discussion took place regarding whether or not to continue the minutes for approval at the next council meeting.

Councilor Montoya made a motion to get with City Clerk Fresquez on any input from the November 29, 2022 meeting so it can be put into the minutes and approve the minutes at the next council meeting.

Councilor Romero advised in his opinion he would reject the minutes from November 29, 2022.

Councilor Montoya rescinded his previous motion.

Councilor Montoya made a motion to approve the minutes from November 29, 2022. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

PRESENTATIONS

Mayor Trujillo advised they've had productive meetings with Families 4 Philanthropy Foundation. Mayor Trujillo advised they fell in love with Las Vegas and are interested in helping Las Vegas move forward and are interested in creating a Travel Center at the Airport.

Rod Simon with Families 4 Philanthropy Foundation introduced all of those who work with them. Mr. Simon discussed how the foundation started and how the

foundation helps support the growth of different communities and cities. Mr. Simon advised he was aware of our water situation and the need for housing.

Mayor Trujillo asked why Las Vegas.

Ms. Marylee Simon-Rodgers advised it goes back to the year 2020, when she got her eyesight back after sitting in the Hot Springs.

Discussion took place regarding the redevelopment of the airport, grant funding and any financial obligation from the City, and the needs of the community.

Mr. Doug Dunkin discussed the housing and master planning that have been successful across the nation and the water supply in housing developments through atmospheric water producing technology.

Councilor Montoya asked why they chose the location of the airport, instead of somewhere closer to the City.

Mr. Richard Walsh discussed requirements and ground zero being at the airport.

Discussion took place regarding the FAA having federal regulations.

Councilor Romero asked if there have been many investments in New Mexico, regarding the anti-donation clause and the language in a MOU.

Mr. Simon advised it would be a collaborative effort to be able to obtain grants.

Councilor Casey voiced her concerns with the MOU, and needs more information from them before moving forward, and requested a special meeting for this specific topic.

Mr. Simon advised they would provide the MOU for the council.

BUSINESS ITEMS

Councilor Casey made a motion to enter into a Public Hearing for Business Item 1. 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.

City Clerk Fresquez swore in Utilities Director Maria Gilvarry.

1. Approval to adopt Ordinance No. 22-15, for water project DW-5355 financing costs of a supervisory control and data acquisition (SCADA) system, that will monitor and control the water treatment plant facility locally and remotely.

Utilities Director Gilvarry discussed the SCADA system and advised it helps to monitor the Water Treatment Plant. Utilities Director Gilvarry advised NMFA wanted to fund the project and increase the funding. Utilities Director Gilvarry advised a new ordinance needed to be done to reflect the new amount.

Discussion took place regarding the bonding capacity, and the difference between the previous amount of $1.5 million to $2 million.

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

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

City Clerk Fresquez advised the motion carried.

1. Approval to adopt Ordinance No. 22-15, for water project DW-5355 financing costs of a supervisory control and data acquisition (SCADA) system. that will monitor and control the water treatment plant facility locally and remotely.

Councilor Romero made a motion to approve ordinance No. 22-15. Councilor Casey seconded the motion.

Ordinance 22-15 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:

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

City Clerk Fresquez advised the motion carried.

2. Request approval of Resolution 22-60 allowing staff to submit a funding application to the New Mexico Finance Authority for financial assistance and project approval for a water treatment plant preliminary engineering report.

Councilor Romero made a motion to approve resolution No. 22-60. Councilor Ulibarri seconded the motion.

Councilor Casey asked what the cost estimate was.

Utilities Director Gilvarry advised $440,000 for the preliminary engineering report.

Resolution 22-60 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-60

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY FOR A WATER TREATMENT PLANT PRELIMINARY ENGINEERING REPORT

Whereas, City of Las Vegas ("Borrower") is a qualified entity under the Drinking Water State Revolving Loan Act, Sections 6-21 A-1 et seq., NMSA 1978 ("Act") and the City Council ("Government Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Borrower and the public; and

Whereas, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the Drinking Water State Revolving Loan Fund created under the Act, and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for drinking water projects; and

Whereas, the Governing Body intends to undertake acquisition, construction and improvement of the water treatment plant the ("Project") for the benefit of the Borrower and its citizens (or members as applicable); and

Whereas, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW, THEREFORE, BE IT RESOLVED THE GOVERNING BODY OF THE CITY OF LAS VEGAS:

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

Section 2. That the completed Application submitted to the Governing Body be hereby approved and confirmed.

Section 3. That the officers and employees of the governing Body are hereby directed and requested to submit the completed Application to the Authority for its review and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for funding or financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

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

APPROVED AND ADOPTED this _____ day of December, 2022.

_____

Louie A. Trujillo, Mayor

ATTEST:

_____

Casandra Fresquez, City Clerk

Reviewed and approved as to legal sufficiency only:

_____

City Attorney

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

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

City Clerk Fresquez advised the motion carried.

3. Consideration to approve the restructuring of the Community Development Organizational Chart by removing the Assistant Events Planner position and adding the Administrative Assistant I position. After further evaluation and reconsideration of the needs of the department, it will be more efficient and productive for the operations to bring back the position of Administrative Assistant I to assist the department as a whole.

HR Director Arguello advised the previous Community Development Director had removed the Administrative Assistant I position and added an Assistant Events Planner. HR Director Arguello advised at this time they felt there is a higher need for the administrative Assistant I position.

Councilor Casey made a motion to approve the restructuring of the Community Development Organizational Chart.

Councilor Romero asked if the position was already filled.

Deputy City Manager Gonzales advised they currently have an employee temporarily assigned to the Assistant Events Planner position but if approved to move forward with the Administrative Assistant I position then she will be placed in that position.

EXECUTIVE SESSION

Councilor Romero made a motion to convene into executive session for the purpose of discussing limited personnel matters pertaining to personnel in Community Development as permitted by Section 10-15-1 (H) (2) of the New

Mexico Open Meetings Act, NMSA 1978. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing limited personnel matters pertaining to personnel in Community Development as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978 and only those matters were discussed and no action was taken. Councilor Montoya seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried

Councilor Casey made a motion to approve the restructuring of the Community Development Organizational Chart. Councilor Romero 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.

4. Consideration of the American Federation of State, County and Municipal Employees (AFSCME) Local 2851 Agreement.

Chris Armijo with AFSCME Council 18 acknowledged and commended Mayor and Council for all they did during the Hermit's Peak/Calf Canyon Fire. HR Director Arguello discussed the successful ratification agreement.

Councilor Romero advised he was glad to approve the contract and that the Union is working with the administration.

Councilor Casey was thankful for article 19.2.5 for the addition of two words (more than 3 consecutive days).

Discussion took place regarding what was negotiated.

Councilor Montoya made a motion to approve the American Federation of State, County and Municipal Employees (AFSCME) Local 2851 Agreement. Councilor Romero 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.

HR Director Arguello recognized the management team, previous City Attorney Scott Aaron, and Interim Finance Director Dominic Chavez.

5. Request approval of a salary increase of sixty cents ($0.60) to the regular hourly rate of pay to all non-bargaining unit employees who have successfully completed a 6 month probationary period, to include part-time employees with at least one year of continuous employment with the City of Las Vegas.

Councilor Romero made a motion to approve a salary increase of sixty cents ($0.60) to the regular hourly rate of pay to all non-bargaining unit employees who have successfully completed a 6 month probationary period, to include part-time employees with at least one year of continuous employment with the City of Las Vegas. 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.

6. Consideration/Direction regarding the Samaritan House Contract.

Deputy City Manager Gonzales advised a contract was completed but is not in its final stages, and was reviewed by the City and Mr. Lyon.

Discussion took place regarding the changes that were agreed on between Mr. Lyon, Board President Saiz and City Manager Maestas.

Councilor Romero asked City Clerk Fresquez to read the changes on #19 into the record because his constituents were not given the opportunity to see the contract for their input.

City Clerk Fresquez read what was crossed out on #19, shelters services and provisions including all non food items that are provided by the shelter to its guests and invitees shall be strictly limited to use on the shelters location and shall not be given to Samaritans guests and invitees for use of the shelters location Samaritan shall discourage their guests and invitees from loitering or sleeping in Lincoln Park and the residents in the general vicinity of Lincoln Park, the shelter and the fence enclosed area shall conform to all city ordinances and zoning laws prior to and as a condition of any payments being made under this agreement.

Councilor Romero asked Mr. Lyon to discuss why he felt that should be removed from the contract.

Mr. Lyon discussed his reasoning behind #19 being crossed out.

Councilor Casey advised they had discussed providing monthly statistics, clients needing to do chores, a maximum stay of 2 weeks, homelessness being a chronic issue, a spiritual component, keeping addictions in check by partnering with detox and rehab programs, other nonprofits and social security to help with services. Councilor Casey advised there needs to be specific language as to what they want to delineate as services that will be provided by Samaritan House in the contract. Councilor Casey recommended preparing something for the council meeting on December 21st.

Discussion took place regarding language being crossed out pertaining to training of staff at the Samaritan house, changing 35 beds down to 12 beds, the contract

being turned in late to Mayor and Council and Councilor Montoya having a duty to keep his constituents safe.

Councilor Romero asked Mr. Lyon what his mission was pertaining to the homeless in the winter.

Mr. Lyon advised their mission is to bring the homeless out of danger, to warm them and feed them. Mr. Lyon advised the next day they are case managed and goal set to keep them off the streets.

Councilor Romero stated whether the City funds them that would stay their mission, and obviously the Samaritan House doesn't solely operate on City funding, they have other funding sources and donations. Councilor Romero voiced his concerns about being bullied into a contract and the contract being given to them hours before the meeting.

Deputy City Manager Gonzales advised that Mr. Lyon did not reach out to them the week prior which is why the contract was submitted before the meeting. Deputy City Manager Gonzales advised Mr. Lyon does have about 10 good ideas but those ideas were never given to her to include in the scope of work, everything that was redlined in the contract is what was given to her.

Councilor Romero asked if an attorney reviewed the contract.

Deputy City Manager Gonzales advised no.

Councilor Montoya advised he hasn't read anything in the contract that won't place them in the same situation they were in six months ago. Something needs to be done whether it's new management, new policies, the distribution of commodities that affect the neighbors, the safety of the building and other businesses.

Mr. Lyon advised their waiting for a commitment from the City whether they will fund them or not.

Councilor Romero asked Mr. Lyon if there was no commitment from the City then the Samaritan House wouldn't help the homeless.

Mr. Lyon advised they would need to find another way and stop depending on the City.

Councilor Romero advised for the record even though their mission is to take care of the homeless they depend on the City.

Mr. Lyon advised that they depend on the City to take their fair share of the responsibility of the needy in the community.

Councilor Casey voiced her concerns about going around in circles and using the money that is budgeted for the Samaritan House towards the Samaritan House. Councilor Casey recommended that Mr. Lyon, Pastor Paul and Pastor Saiz meet with Deputy City Manager Gonzales to straighten all the items out so the contract can be published for the public. Councilor Casey advised that the Samaritan House is not owned by the City nor is it a City enterprise; they are a 501C3. Councilor Casey advised the City is not responsible for finding a different building or moving them from where they are at. Councilor Casey advised they do have a say as to how they want the contract to work and what services they would provide and that's what they need to focus on.

Mr. Lyon advised that they opened a day center, which has been open for the past several weeks with services available.

Councilor Romero asked Mr. Lyon to name his board members.

Mr. Lyon advised there are 7 board members, President Saiz, Pastor Paul, John Geffroy, Katie Palmer, Rebecca Moore, Pat Alire and Katie McDonald.

Councilor Romero advised he felt pressured and asked for them to consider a voucher system or go out for an RFP and the Samaritan House should be writing grants.

Councilor Romero made a motion to reject the Samaritan House Contract that was presented. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

Councilor Romero advised there could be other innovative ways in caring for the homeless.

Councilor Casey asked that Mr. Lyon meet with Deputy City Manager Gonzales.

Deputy City Manager Gonzales advised yes she could block out time to meet with Mr. Lyon but she doesn't know if that would be enough time to get the contract to legal for review.

Councilor Casey requested that the contract be prepared so it could be taken back to council on December 21st with the $50,000 amount.

7. Consideration/Direction regarding Request for Proposal (RFP) for Lobbyist Services for the 2023 Legislative Session.

Mayor Trujillo discussed all the funding needed for water projects and how important it is to have someone lobby for the City of Las Vegas.

Discussion took place regarding the cost for a Lobbyist and the need for them to be certified.

Councilor Romero made a motion to move forward with quotes for Lobbyist Services for the 2023 Legislative Session, if they are over $50,000 then they will have an RFP. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

8. Discussion regarding radio equipment for Las Vegas Police Department (LVPD) Communications Division, Dispatch Radio Consoles.

Councilor Romero advised this was on his list for Capital Outlay.

Councilor Montoya asked if the equipment was for them or dispatch.

Police Chief Salazar advised it for the dispatch center at the Police station.

A presentation took place with representatives from Motorola regarding the current dispatch communication system, what all is included for the dispatch system with redundancy built in, and SUA contract that allows for continued upgrades to the system every 2 years.

Councilor Casey asked if there was money budgeted should they not get funding from the Legislative request.

Police Chief Salazar advised there is money in the budget for minor repairs but not enough to come close to where they need to be.

Discussion took place regarding the total amount needed to purchase the equipment, along with maintenance services, if training and technical assistance is included and the need to purchase the system entirely instead of in phases or else it wouldn't work.

ADJOURN

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

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 9:02 pm.

_____

Mayor Louie A. Trujillo

ATTEST:

_____

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, DECEMBER 21, 2022 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: Louie A. Trujillo

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

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

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo wished Councilor Casey a Happy Birthday, and asked for a special prayer for Congress, Senators and Representatives that they pass the bill for funding $141 million for our water projects. Mayor Trujillo asked for guidance that they continue to make decisions based on the needs of their people.

APPROVAL OF AGENDA

Councilor Casey 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:

David Ulibarri	Yes	Barbara Casey	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

- Appointment of Ms. Monica Vigil to the Parks and Recreation Advisory Board
- Appointment of Mr. Isaiah Ortiz to the Parks and Recreation Advisory Board
- Appointment of Ms. Shannon Doss to the Parks and Recreation Advisory Board

Councilor Romero made a motion to approve the appointment of Ms. Monica Vigil, Mr. Isaiah Ortiz and Ms. Shannon Doss to the Parks and Recreation Advisory Board. 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
David Ulibarri	Yes		

City Clerk Fresquez advised the motion carried.

Mayor Trujillo asked City Manager Maestas to have Loretta provide which ward the members fall under and to ensure each ward is represented equally.

COUNCILORS' REPORTS

Councilor Casey advised she received several phone calls regarding the ambulance service not providing some services that people need. Councilor Casey thanked

Fire Chief Spann for taking over some of the ambulance services and for all the training at the fire department.

Mayor Trujillo advised the contract is being negotiated and issues are being addressed in the contract.

Councilor Romero asked about work not being done at El Creston Park and asked for City Manager Maestas to send a letter to those constituents about what is going on.

City Manager Maestas advised he will send the constituents a letter regarding the scheduling and will address it.

Mayor Trujillo asked if there was anything else contributing to the delay other than finding a contractor.

City Manager Maestas advised the weather has been an issue.

Councilor Ulibarri thanked all the staff, directors and City Manager for all their hard work and wished them a Merry Christmas and a Happy New Year.

CITY MANAGER'S REPORT

City Manager Maestas gave a report on the following:

- Welcomed new employees to the City of Las Vegas
- Grant awardments for different projects
- City Holiday events
- Speed enforcement trap on Williams Drive
- Video surveillance camera trailered to use in different areas
- ICIP projects entered into the portal
- Ice skating rink set up

Mayor Trujillo thanked City Manager Maestas for all his hard work.

POLICE CHIEF'S REPORT

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

- Field Operations Division (patrol) calls
    - Community Events
        - Battle of the Badges
        - Santa in the Park/Tree lighting & Electric light parade
- Code Enforcement calls
- Animal Care Center stats
- Communications Division calls
- Information Division (records)
- Street Crimes/Narcotics Division
    - Evidence Seized
    - Meetings and trainings
        - District Court
        - Magistrate Court
        - Safe House interviews
        - MDT meetings
        - LEADS meeting
- Training/Travel
- Recruiting/Hiring/Promotions
- Department vacancies (23)

Councilor Ulibarri advised he wants to see how many speeding citations were issued on next month's Police Chiefs Report and asked when the speed trap would go live.

Police Chief Salazar advised they hope to have it go live before New Years.

Councilor Casey asked if the speed traps are calibrated.

Police Chief Salazar advised they are calibrated.

FINANCE REPORT

Interim Finance Director Chavez reported on the month of November, the General fund revenues were at ($5,390,945), expenditures ($5,117,795), with a surplus of $273151, the Enterprise fund revenues were at ($6,410,785), expenditures were at ($6,176,079), with a surplus of $233,906, the Recreation department revenues were at ($220,463), expenditures were at (173,101), with a surplus of $47,327362

and Lodger's Tax revenues were at ($352,268), expenditures were at ($201,022), with a surplus of $151,246.

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

PRESENTATIONS

Chad Brown gave a presentation on creating a Phoenix to commemorate the Hermit's Peak/Calf Canyon wildfire. Mr. Brown advised the Phoenix would represent strength and rising back up after the fire. Mr. Brown advised he would like to have it completed by August. Mr. Brown advised it would temporarily be housed at the Plaza Park and then moved to a permanent spot somewhere else.

Discussion took place regarding which parts of the Phoenix would be wood and metal and if it would withstand people touching it or the weather affecting it, the possibility of moving it to the Riverwalk, the Safeway parking lot, or El Creston Park.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes from December 8, 2022, with minor corrections. 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
David Ulibarri	Yes		

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

1. Request approval of Easement Agreement between the City of Las Vegas and the Estate of Rosalia V. Crespin, real property commonly known as 1022 Tilden Street.

City Manager Maestas advised in September of last year council approved an encroachment agreement on the same property, the agreement was submitted to the title company but it was not sufficient enough for the transaction of the property. City Manager Maestas advised they asked that it be changed to an easement agreement.

Councilor Romero made a motion to approve the Easement Agreement between the City of Las Vegas and the Estate of Rosalia V. Crespin, real property commonly known as 1022 Tilden Street. 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
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

2. Request approval to appoint Tasha Rae Martinez as the Finance Director.

City Manager Maestas advised Ms. Martinez has over 11 years of local government Finance experience at the County level and is familiar with the Tyler system.

Councilor Romero asked for City Manager Maestas to go through the hiring process and his recommendation.

City Manager Maestas advised they conducted interviews and the interviewing panel consisted of 3 directors which included Deputy City Manager Gonzales and there was one other applicant but they retracted their application.

Councilor Romero asked if there was anyone from Finance on the interviewing panel.

City Manager Maestas advised there was not anyone on the interview panel from the Finance Department.

EXECUTIVE SESSION

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

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing limited personnel matters as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978 and only those matters were discussed and no action was taken. Councilor Casey seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Councilor Casey made a motion to approve the appointment of Tasha Rae Martinez as the Finance Director. Councilor Ulibarri and Councilor Romero both seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Romero	Yes	Barbara Casey	Yes
David Ulibarri	Yes		

City Clerk Fresquez advised the motion carried.

3. Discussion/Consideration of the Samaritan House contract.

City Clerk Fresquez read Councilor Montoya's input as follows;

"Hello Mayor and Councilors, if there is a motion to give funding to the Samaritan House, I would ask that you consider making sure that the funding is specifically toward direct services, there also needs to be accountability within the contract that makes sure that the citizens of Las Vegas are safe as well as the clientele that utilize the Samaritan House. This is why we have asked for video cameras in public spaces and visits from Public Safety officers as well as the Fire department to ensure that our homeless population also have safeguards in place to protect them. I also ask that the contract considers a financial report to the City Manager

on a monthly basis. I thank you for your consideration, respectfully, Councilor Michael Montoya".

Mayor Trujillo asked if the contract was reviewed by legal Counsel.

City Manager Maestas advised yes.

Councilor Casey made a motion to approve the Samaritan House contract. Councilor Ulibarri seconded the motion.

Councilor Romero asked what the changes were that the attorney made.

City Manager Maestas advised one of the changes the attorney recommended was taking a city official off the Samaritan House board.

Councilor Romero advised during one of the meetings, he asked that their concerns be mentioned in the contract and they weren't added. Councilor Romero voiced his concerns with the language in item D and advised there was no language in the contract that protects his constituents. Councilor Romero advised he suggested other language to be included that were not taken into consideration and he does not support that because his constituents weren't taken into consideration in the contract.

Councilor Casey voiced her opinion as to how she reads item D in the contract, which was the Samaritan House stating via zoom what they are doing to combat addiction and work with the clients at Samaritan House to get the help that they need.

Pastor Saiz advised their attempting to be transparent with the community.

Councilor Romero asked if Police Chief Salazar had looked at the contract since he deals with Public Safety.

Police Chief Salazar stated he was currently looking at the contract but hadn't reviewed it prior to the meeting.

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

David Ulibarri	Yes	Barbara Casey	Yes
David G. Romero	No		

Councilor Romero advised he did not vote against the item because he doesn't care for the homeless, it's because the concerns from his constituents weren't addressed in the contract and feels that they were disrespected.

City Clerk Fresquez advised the motion carried.

4. Request approval of Resolution 22-59, budget adjustment for Fiscal Year 2022-2023.

Councilor Romero made a motion to approve Resolution No. 22-59. Councilor Ulibarri seconded the motion.

Resolution 22-59 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 22-59

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 revenue/expense increase to Fund 104 Airport Operations in the amount of $300,000, a revenue/expense increase to Fund 214 Street Co-op/Projects in the amount of $66,667, a revenue/expense increase to Fund 287 Abatement Opioid in the amount of $200,659, a revenue/expense increase to Fund 217 Special Legislative Appr. in the amount of $150,000, a revenue/expense increase to Fund 203 State Fire/Grant in the amount of $245,000.

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 December 2022.

_____

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	David G. Romero	Yes
David Ulibarri	Yes		

City Clerk Fresquez advised the motion carried.

5. Discussion/Direction on Public Input for City Council Meetings.

Mayor Trujillo advised when the pandemic started and the chambers were closed to the public, people were not attending the meeting so they made an effort to entertain public input by allowing people to submit public input electronically. Mayor Trujillo advised it was strictly as a covid measure and since they have opened the chambers for public meetings, they invite people to come participate in public input.

Councilor Casey voiced her concerns with disenfranchising the citizenry, if people are not able to attend a meeting because of illness or lack of transportation or whatever reason they may have. Councilor Casey advised she didn't think they should hold them to having to be there only in person. Councilor Casey advised that is a disservice to the community and knows there were concerns with the emails they were receiving and not knowing who they were. Councilor Casey advised the emails received should have a full name, address and phone number included to verify that they submitted that email for public input.

Councilor Romero disagreed with Councilor Casey and advised with today's technology he can create a phone number and an email. Councilor Romero advised that the public can email the council and they could bring up their concerns during their councilor's report. Councilor Romero advised people like to hide behind emails and public input should be the way it was prior to covid.

Councilor Casey advised they need to let the public know about the Rules of Decorum, and are not allowed to demean, disparage, embarrass or pin point anyone who works for the City. Councilor Casey advised she would like to be able to accept both public comments in person and via email.

Discussion took place regarding what should and shouldn't be read during public input via email.

City Clerk Fresquez advised in the Rules of Decorum it states that only items on the agenda can be discussed and those are the only ones she reads into the record.

Mayor Trujillo asked that this be sent to legal counsel for direction.

Councilor Romero advised they are running a thin line on restricting what can or cannot be said so it's best to just accept the public input via email like they had been.

Mayor Trujillo advised for now to continue to receive public comments via email and also let the public know which ones will be omitted, along with a name, address and phone number until they hear back from legal counsel.

ADJOURN

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

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 7:50 pm.

_____

Mayor Louie A. Trujillo

ATTEST:

_____

Casandra Fresquez, City Clerk

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

MEETING DATE: January 11, 2023

DATE SUBMITTED: December 30, 2022 **DEPARTMENT:** Community Development

ITEM/TOPIC: Hold a public hearing for Approval and the adoption of Ordinance No. 23-01 for the preliminary & final approval of a 3-lot subdivision for Lots 4 & 5, Block 18, Town of Las Vegas. Property is located at 517, 519 & 519-½ (Rear) Chavez Street, Las Vegas, NM 87701. Also included is the approval of a variance for Tract A-2 of zero (0) lot line setbacks, setback variances for Tract A-3 of three (3) feet on the north side and seven (7) feet in the front and a 1-½ foot variance on the width of the access easement on the south side of current Lot 5. Application was submitted by Susan E. West, property owner. The Board of Adjustment and Planning & Zoning Commission made a recommendation for approval of the 3-Lot subdivision and accompanying variances at their October 24, 2022 meeting.

FISCAL IMPACT: Unknown, as there are already three utility services for the current lots.

ATTACHMENTS: Attachments are listed on the City Council Record Proper and are attached behind it.

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

Approved For Submittal By:	Reviewed By:
_____	_____
Department Director	Finance Director
_____	_____
City Manager	City Attorney (Approved as to form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 23-01

AN ORDINANCE GRANTING PRELIMINARY AND FINAL PLAT APPROVAL FOR THE SUBIVISION OF LOTS 4 & 5, BLOCK 18, TOWN OF LAS VEGAS, 0.39 ACRES +/- IN SIZE INTO A 3-LOT SUBDIVISION TO BE KNOWN AS WEST SUBDIVISION FOR PROPERTY LOCATED AT 517, 519 AND 519 ½ (REAR) CHAVEZ STREET, LAS VEGAS, NEW MEXICO.

WHEREAS, on October 24, 22, 2022, the City of Las Vegas Planning & Zoning Commission held a special public hearing in the City of Las Vegas Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico to hear Planning & Zoning Agenda Item #1, a request for Preliminary and Final Subdivision Plat Approval for the property herein identified in order to sell properties individually.

WHEREAS, on October 24, 2022, the City of Las Vegas Planning & Zoning Commission, upon careful consideration of the particulars of this case voted unanimously to recommend approval of the Preliminary and Final Subdivision Plat as prepared by Meadowlands Surveying, LLC.

WHEREAS, the City of Las Vegas City Council, after consideration of all facts presented, hereby adopts the report and findings of the City of Las Vegas Planning & Zoning Commission and, in doing so determines that Final Subdivision Plat approval to authorize the three (3) lot subdivision for the property identified in attached plat with variances approved for Tract A-2 and Tract A-3 and the access easement on the south side of Tract A-3 as follows: For Tract A-2, 0' lot line on the north side setbacks and front setbacks; for Tract A-3 a 3-foot side setback and 7-feet front setbacks; and a 1-½ foot variance on the width of the access easement shown on the south side of current Lot 5.

BE IT FURTHER ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby adopts the following findings of fact upon which the Council's decision is based:

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may be amended whenever public necessity, convenience, or general welfare require.

2. That duly public notice and public hearings were in accordance with the legal requirements and a site plan for the 3-lot subdivision has been provided which is acceptable to the City Council.

PASSED, APPROVED AND ADOPTED ON THIS _____ DAY OF _____, 2023.

ATTEST:

_____	_____
Casandra Fresquez, City Clerk	Louie A. Trujillo, Mayor

CITY COUNCIL
RECORD PROPER

Applicant/Owner:	Susan West Chavez Street Las Vegas, NM 87701
Location:	Lots 4 & 5, Block 18, Town of Las Vegas 517, 519 & 519 ½ (Rear) Chavez Street Las Vegas, NM 87701
Date:	Wednesday, January 11, 2023 @ 5:30pm

ACTION REQUESTED:

Approval and the adoption of Ordinance No. 23-01 for the Preliminary Plat and Final Plat submitted for the West 3-Lot subdivision. The property is 0.39 acres +/- off Chavez Street, Las Vegas, NM. Owners want to subdivide the property from two lots to three lots in order to sell the properties individually. Property will be divided into three (3) lots as noted on Preliminary Plat prepared by Meadowlands Surveying, LLC.

BACKGROUND:

Susan West, owner owns Lots 4 & 5, Block 18, Town of Las Vegas and known as 517, 519 and 519 ½ (Rear) Chavez Street. She is proposing to subdivide the two lots into three lots as shown on attached survey. The property has always had three buildings on the property and each building has their own utilities. Each new lot will have its own building. Ms. West purchased the property in 2005. Property is approximately 100' x 175' (17,500 Square Feet). The homes on the property were built between 1930 and 1940, and were grandfathered in when the City of Las Vegas and Town of Las Vegas consolidated in the late 1970's. There is an encroachment of approximately 15 feet on the south side of Lot 5 by the neighbor to the south. There is also a shop building encroaching about 11 feet on Lot 5, which will be Tract A-1 if the subdivision is approved. The rock wall that is encroaching will be demolished in the near future, up to about half way of Tract A-1. There is documentation in the record proper regarding the encroachment.

EXHIBITS

Exhibit No.	Description (Document Name, date, and number of pages)
1	Application for Subdivision submitted by Susan E. West on July 22, 2022 - - 1 page
2	Letter of intent signed by owner, dated July 22, 2022 - - 1 page
3	Copy of letter dated December 30, 2005 from Danelle J. Smith, Attorney at Law regarding the encroachment on Lot 5, aka 517 Chavez Street (Tract A-3 on preliminary plat attached) - - 2 pages

4	Copy of Warranty Deed recorded at the San Miguel County Clerk's on March 9, 2005, DB 239, Page 7733 - - 1 page
5	Copy of letter dated December 23, 2022 sent to applicant with City Council meeting date and time - - 1page
6	Copy of Preliminary Plat completed by Meadowland Surveying, LLC showing the new lot configuration - - 1 page
7	List of property owners surrounding subject property that were sent a notice for the public hearing, copies of maps from the Assessor's Office showing the surrounding properties, a copy of the Vicinity Map sent notice, and a copy of the Zoning Map with the subject property highlighted - - 6 pages
8	Aerial photo of Subject Property - - 1 page
9	Land Development Application completed by applicant/owners for the proposed subdivision - - 3 Pages
10	Copy of legal notice published in the Las Vegas Optic on Friday, December 23, 2022 – 1 Page
11	Copy of the Planning & Zoning Commission Record Proper, which was approved at the May 31, 2022 meeting - 2 pages
12	Findings of Fact and Conclusions of Law and recommendations by the Planning & Zoning Commission approved by Commission Chairperson on December 20, 2022 – - 3 pages
13	Ordinance No. 23-01, not submitted to City Attorney, Finance Department and City Manager for review and approval - 2 pages

EXHIBIT # 1

APPLICATION FOR SUBDIVISION

Name of Owner(S) Susan E. West

Address of Owner(S) 519 Chavez Street, Las Vegas, NM 87701

Phone Number: Home 505-429-2815 Work — Cell Same

Subdivision Name 3-Lot West Subdivision

Location or Address of Subdivision 517-519 & 519½ (Rear) Chavez

Amount of Acreage 17,500.01 sq. ft.

Total Lots Requested For Subdivision 3 lots

Character of the Development
Property currently has two houses on the property on Tracts A-2 & A-3. Tract A-1 has a building on it that can be converted into a home.

Susan West
Signature of Owner

7-22-22
Date

FOR OFFICAL USE ONLY

APPROVED BY Maria Perea

DATE 08-17-22

RECEIPT NO. 00883306
$103.00

EXHIBIT # 2

July 22, 2022

City of Las Vegas
Planning & Zoning Department
1700 N. Grand Avenue
Las Vegas, NM 87701

To Whom It May Concern:

This letter is to request your approval of a 3-lot Subdivision for property located at 517, 519 and 519 ½ Chavez Street, Las Vegas, New Mexico 87701. I am also requesting approval for variances on side setback and front setback requirement as the houses on two of the parcels were originally built right on the property lines.

I am requesting the 3-lot subdivision as I want to sell the three properties once divided.

Thank you for your consideration in this matter.

Sincerely,

Susan West

Susan West

EXHIBIT # 3

COPY

DANELLE J. SMITH
Attorney at Law

MAILING ADDRESS
P.O. Box 1811
Las Vegas, New Mexico 87701

OFFICE ADDRESS
812 Lincoln Avenue • Suite #1
Las Vegas, New Mexico 87701

December 30, 2005

by certified mail #7004 2890 0002 0688 5382

Mr. Nick Coca
515 Chavez
Las Vegas, NM 87701

Re: Encroachment onto 517 Chavez Street

Dear Mr. Coca:

I am writing to you on behalf of my client, Susan E. West. I am enclosing a copy of a Notice of Claim of Encroachment which was recently filed of record. Ms. West has agreed to allow the encroachment to remain in place by permission at this time. However, you are on notice that this permission may be withdrawn in the future and if, in the future, the rock wall is ever taken down, Ms. West will require that any new wall be placed on the property boundary.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Danelle J. Smith

xc: Susan West

TELEPHONE: (505) 425-9346 • FAX NUMBER: (505) 425-9302
Internet Address: dsmith9346@zialink.com

NOTICE OF CLAIM OF ENCROACHMENT

Comes now the Susan E. West, 519 Chavez St, Las Vegas, NM 87701 as owner of Lots 4 & 5, Block 18 of the Town, now the City of Las Vegas, New Mexico , 517 and 519 Chavez, Las Vegas, New Mexico, and hereby serves notice of a continuing claim, on behalf of herself and her heirs and assigns, as to an encroachment in the form of a rock wall and shed, located within said Lot 5, as shown on a plat of survey prepared by All Terrain Surveying, dated 2-22-05, filed of record in the Office of the San Miguel County Clerk on February 23, 2005, in Book 49, page 45.

Susan E West

Susan E. West

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)
COUNTY OF SAN MIGUEL)

This instrument was acknowledged before me this 29th day of Dec, 2005, by Susan E. West.

Notary Public

My Commission Expires:
4-26-09
(Seal)

NOTARY PUBLIC STATE OF NEW MEXICO

COUNTY OF SAN MIGUEL)
STATE OF NEW MEXICO) ss

MISCELLANEOUS
PAGES: 1

I Hereby Certify That This Instrument Was Filed for Record On The 30TH Day Of December, A.D., 2005 at 11:33:0
And Was Duly Recorded as Instrument #200504298
Of The Records Of SAN MIGUEL COUNTY CLERK

Witness My Hand And Seal Of Office
PAUL MAEZ
Deputy Rivera County Clerk, San Miguel, NM

File No. SM 12,106-1 Territorial Title of Las Vegas, Inc.

EXHIBIT # 4

New Mexico Statutory Form
Rev. 5-75

WARRANTY DEED

ILT 12744 J.K
90608

Eloy Maestas and Oclires Maestas, husband and wife for consideration paid, grant

to Susan E. West, a single person

whose address is P.O. Box 1383 Las Vegas, NM 87701
the following described real estate in San Miguel County, New Mexico

Lots Four (4), and Five (5) in Block (18) of the Town of Las Vegas, San Miguel County, New Mexico.

SUBJECT TO: RESERVATIONS, RESTRICTIONS, EASEMENTS OF RECORD AND TAXES FOR 1993 AND SUBSEQUENT YEARS.

with warranty covenants.

WITNESS ____ hand ____ and seal ____ this 30 day of DECEMBER, 19 92

Eloy Maestas (Seal) Oclires Maestas (Seal)
Eloy Maestas Oclires Maestas

(Seal) (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO
COUNTY OF San Miguel } ss.

The foregoing instrument was acknowledged before me this 30 day of December, 19 92
by Eloy Maestas and Oclires Maestas, husband and wife

My commission expires: 10 5 93
(Seal)

Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO
COUNTY OF } ss.

The foregoing instrument was acknowledged before me this ____ day of ____, 19 ____
by ____
(name of officer) (title of officer)

of ____, a ____
(name of corporation) (state of incorporation)
corporation, on behalf of said corporation.
My commission expires:
(Seal)

Notary Public

(Notary Stamp)

COUNTY CLERK
FILED FOR RECORD ON:
DATE: 3-7-93
TIME: 3:16
BK 39 (UI) PG 1733

(For Recorder's Use Only)

EXHIBIT # 5

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

December 23, 2022

Ms. Susan E. West
519 Chavez Street
Las Vegas, NM 87701

Dear Ms. West:

This is to give you formal notice that the Planning and Zoning Commission, at a public hearing on October 24, reviewed your request for approval of the Preliminary and Final Plat for a 3-lot subdivision of Lots 4 & 5, Block 18, Town of Las Vegas for property located at 517, 519 and 519- ½ Chavez Street, and recommended approval of the subdivision and is also recommending to the City Council that the variances which were requested and approved by the Board of Adjustment also be granted. The Las Vegas City Council will meet on Wednesday, **January 11, 2023 at 5:30pm** in the City Council Chambers, 1700 N. Grand Avenue, Las Vegas, New Mexico.

It is required that you or a representative attends the Council meeting as the Mayor and Council may have questions regarding your request.

If you have any questions, please feel free to contact me at (505) 454-1401, ext. 1608.

Sincerely,

Maria D. Perea
Planning & Zoning Coordinator

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4

SUMMARY PLAT OF SURVEY AND LOT DIVISION FOR SUSAN E. WEST LOCATED AT 517 & 519 CHAVEZ STREET, SHOWN ON PLAT RECORDED WITH SAN MIGUEL COUNTY IN PLAT BOOK 45 PAGE 49, CREATING TRACT A-1, TRACT A-2, AND TRACT A-3 FROM LOTS 4 & 5 OF BLOCK 18 SITUATE WITHIN SAN MIGUEL COUNTY, NEW MEXICO WITHIN THE PROJECTED SECTION 27 TOWNSHIP 16 NORTH, RANGE 16 EAST, N.M.P.M.

VICINITY MAP

SCALE 1" = 10'

LEGAL DESCRIPTION TRACT A-1

A TRACT OF LAND LOCATED WITHIN THE LAS VEGAS GRANT AND WITHIN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO SAID TRACT BEING PORTIONS OF LOTS 4 AND 5 IN BLOCK 18 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A 1/2" REBAR CAPPED "J MARTINEZ PS-26171," LOCATED IN THE NORTHEAST CORNER OF SAID TRACT OF LAND WHENCE THE NEW MEXICO STATE TRIANGULATION STATION "RADIO" BEARS N 39° 20' 30" E A DISTANCE OF "2294.43 FEET,
THENCE, S 27° 28' 49" E FOR A DISTANCE OF 100.00 FEET TO A PK-NAIL TAGGED "J MARTINEZ PS-26171",
THENCE, S 62° 31' 11" W FOR A DISTANCE OF 58.33 FEET TO A A PK-NAIL TAGGED "J MARTINEZ PS-26171",
THENCE, N 27° 28' 49" W FOR A DISTANCE OF 100.00 FEET TO A 1/2" REBAR CAPPED "J MARTINEZ PS-26171",
THENCE, N 62° 31' 11" E A DISTANCE OF 58.33 FEET TO THE POINT OF BEGINNING,
THIS TRACT CONTAINS 0.13 ACRES MORE OR LESS

LEGAL DESCRIPTION TRACT A-2

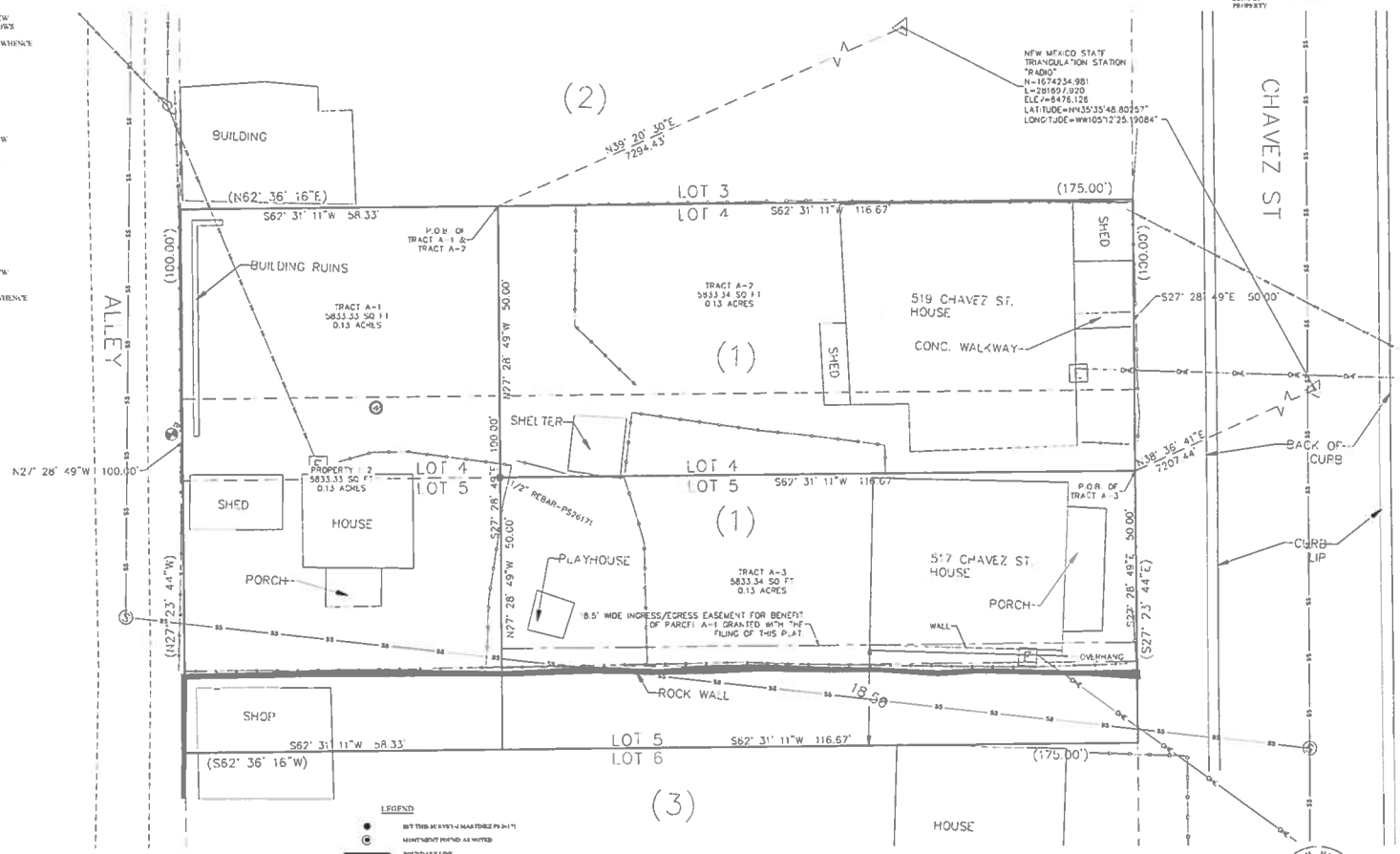
A TRACT OF LAND LOCATED WITHIN THE LAS VEGAS GRANT AND WITHIN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO SAID TRACT BEING PORTION OF LOT 4 IN BLOCK 18 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A 1/2" REBAR CAPPED "J MARTINEZ PS-26171," LOCATED IN THE NORTHWEST CORNER OF SAID TRACT OF LAND WHENCE THE NEW MEXICO STATE TRIANGULATION STATION "RADIO" BEARS N 39° 20' 30" E A DISTANCE OF "2294.43 FEET,
THENCE, N 62° 31' 11" E FOR A DISTANCE OF 116.67 FEET TO A PK-NAIL TAGGED "J M MARTINEZ PS-26171",
THENCE, S 27° 28' 49" E FOR A DISTANCE OF 50.00 FEET TO A 1/2" REBAR CAPPED "J MARTINEZ PS-26171",
THENCE, S 62° 31' 11" W FOR A DISTANCE OF 116.67 FEET TO A 1/2" REBAR CAPPED "J MARTINEZ PS-26171",
THENCE, N 27° 28' 49" W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING,
THIS TRACT CONTAINS 0.13 ACRES MORE OR LESS

LEGAL DESCRIPTION TRACT A-3

A TRACT OF LAND LOCATED WITHIN THE LAS VEGAS GRANT AND WITHIN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO SAID TRACT BEING PORTION OF LOT 4 IN BLOCK 18 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A #4 REBAR CAPPED "J MARTINEZ PS-26171," LOCATED IN THE NORTHEAST CORNER OF SAID TRACT OF LAND WHENCE THE NEW MEXICO STATE TRIANGULATION STATION "RADIO" BEARS N 38° 36' 41" E A DISTANCE OF "207.44 FEET,
THENCE, S 27° 28' 49" E FOR A DISTANCE OF 50.00 FEET TO A PK-NAIL TAGGED "J MARTINEZ PS-26171",
THENCE, S 62° 31' 11" W FOR A DISTANCE OF 116.67 FEET TO A PK-NAIL TAGGED "J MARTINEZ PS-26171",
THENCE, N 27° 28' 49" W FOR A DISTANCE OF 50.00 FEET TO A 1/2" REBAR CAPPED "J MARTINEZ PS-26171",
THENCE, N 62° 31' 11" E A DISTANCE OF 116.67 FEET TO THE POINT OF BEGINNING,
THIS TRACT CONTAINS 0.13 ACRES MORE OR LESS



DEDICATION

THE SUBDIVISION OF THE TRACT OF LAND AS SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED SUBDIVIDER THEREOF. THE PROPERTY SHOWN HEREON SHALL BE KNOWN AND CALLED THE DIVISION OF PROPERTY BELONGING TO SUSAN E. WEST TRACT A-1, TRACT A-2, AND TRACT A-3, LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO. SAID OWNERS THEREOF DO HEREBY DEDICATE THE PUBLIC RIGHTS OF WAYS AND EASEMENTS SHOWN HERE.

BY _____

STATE OF NEW MEXICO } SS
COUNTY OF SAN MIGUEL

ON THIS _____ DAY OF _____, 20__ THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY ACCEPTANCE

THE DIVISION OF LOTS 4 AND 5 BLOCK 18, LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO AS SHOWN HEREON IS HEREBY APPROVED BY THE CITY OF LAS VEGAS.

_____ DAY OF _____ 20__.

_____ CITY MANAGER

_____ COMMUNITY DEVELOPMENT DIRECTOR

STATE OF NEW MEXICO } SS
COUNTY OF SAN MIGUEL

ON THIS _____ DAY OF _____, 20__ THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

UTILITY CERTIFICATION

PROVISIONS FOR UTILITY AND CABLE TV EASEMENTS ARE ADEQUATE FOR DIVISION OF PROPERTY BELONGING TO SUSAN E. WEST TRACT A-1, TRACT A-2, AND TRACT A-3, LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO. THIS DOES NOT GUARANTEE CITY UTILITIES.

PUBLIC SERVICE COMPANY OF NEW MEXICO	DATE
CITY OF LAS VEGAS GAS	DATE
CITY OF LAS VEGAS SEWER	DATE
CITY OF LAS VEGAS SOLID WASTE	DATE
FIRE DEPARTMENT	DATE

LEGEND

- SET THIS SURVEY J MARTINEZ PS 26171
- MONUMENT FOUND AS NOTED
- BOUNDARY LINE
- EDGE OF ROAD
- ROCK WALL
- CHAIN LINK FENCE
- WOOD FENCE
- TIN FENCE
- OVERHEAD ELECTRIC
- SANITARY SEWER
- EASEMENT
- UTILITY POLE
- ELECTRIC METER
- WELL
- SEWER MANHOLE
- TELEPHONE PEDESTAL
- (1) KEYNOTE

KEYNOTE	CURRENT OWNER'S NAME	OWNER NUMBER	PARCEL NUMBER	BOOK	PAGE	RECEPTION NUMBER
(1)*	WEST SUSAN E	R0019005	1094092517087	239	7733	
(1)	WEST SUSAN E	R0019006	1094092517087			200504298
(1)	WEST SUSAN E	R0019007	1094092517087	PLAT 49	45	
(2)	WEST SUSAN E	R0600694	1094092512093			200802183
(3)	COCA NICK & ANNA MAE	R0005580	1094092520080	229	22	
NS	DITIZIO DEAN PAUL	R0652543	1094092504097			202102072

* INSTRUMENT OF OWNERSHIP

SURVEYOR'S NOTES

1. The Basis of Bearings as shown are based upon New Mexico State Plane Grid North. East Zone. NAD 83.
2. The grid to ground combined scale factor is 1.0003179280 and scaled around 0,0 with a project height of 6383ft.
3. Coordinates shown on plat are New Mexico State Plane Modified(Ground).
4. Bearings and distances denoted in ( ) parentheses are record.
5. All distances shown are actual ground distances in survey feet.
6. The plat is based upon field work conducted May 05, to May 18, 2022.
7. Not may be subject to recorded and unrecorded easements, restrictions, covenants, or other data pertinent to the parcel unknown or unprovided at the time of survey.

SURVEYOR CERTIFICATION

I, Justin Martinez New Mexico Professional Surveyor No. 26171, do hereby certify that the Boundary Survey/Lot Division Plat and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that I am responsible for the survey; that the survey meets the Minimum Standards for Surveying in New Mexico; and that it is true and correct to the best of my knowledge and belief.

JUSTIN M. MARTINEZ NEW MEXICO 26171 PROFESSIONAL SURVEYOR

10/5/2022

MEADOWLANDS SURVEYING, LLC

SUSAN E. WEST

SCALE 1"=10'

DATE: MAY 2ND, 2022

SHEET No. 1 of 1

EXHIBIT # 6

EXHIBIT # 7

APPLICATION FOR SUBDIVISION AND VARIANCES - - An Application for a 3-Lot Subdivision for Lots 4 & 5, Block 18, Town of Las Vegas, NM 87701 and an Application for side and front setback requirements for Tracts A-2 and A-3 and a one – two foot variance for an access easement on the south side of Lot 5 of the subdivision. Applicant is subdividing the property to sell the lots individually.

APPLICANT(S): Susan E. West
519 Chavez Street
Las Vegas, NM 87701

1-094-092-517-087 - - Lots 4 & 5, Block 18, Town of Las Vegas and within projected T16n, R16e, Section 27, in District 1-In
Warranty Deed Recorded at the San Miguel County Clerk's Office on March 9, 2005, DB 239, Page 7733

OWNER(S): Susan E. West
519 Chavez Street
Las Vegas, NM 87701

1. 1-094-092-490-092
Alfonso Crespin
P. O. Box 82
Las Vegas, NM 87701

2. 1-094-092-497-096
Marvin K. Martinez
P. O. Box 3
Rainsville, NM 87736

3. 1-094-092-495-088
Paul Stephan Chavez
516 Union Street
Las Vegas, NM 87701

4. 1-094-092-499-081
Rose Mary Mendoza &
Jacqueline E. Pena-Mendoza
512 Union Street
Las Vegas, NM 87701

5. 1-094-092-502-073
Yolanda A., Pablo &
Ernest Tafoya
P. O. Box 696
Las Vegas, NM 87701

6. 1-094-092-507-065
Gregorio Fresquez
500 Union Street
Las Vegas, NM 87701

7. 1-094-092-507-066
Gregorio Fresquez
500 Union Street
Las Vegas, NM 87701

8. 1-094-092-504-097
Freya Hite-Wolmutt
412 Rincon Street
Las Vegas, NM 87701

9. 1-094-092-511-104
Catherine D. Hawash
403 Rincon Street
Las Vegas, NM 87701

10. 1-094-092-513-100
Isabel Archuleta
525 Chavez Street
Las Vegas, NM 87701

APPLICATION FOR SUBDIVISION AND VARIANCES - - An Application for a 3-Lot Subdivision for Lots 4 & 5, Block 18, Town of Las Vegas, NM 87701 and an Application for side and front setback requirements for Tracts A-2 and A-3 and a one – two foot variance for an access easement on the south side of Lot 5 of the subdivision. Applicant is subdividing the property to sell the lots individually.

11. 1-094-092-514-098
Isabel Archuleta
525 Chavez Street
Las Vegas, NM 87701

12. 1-094-092-512-093
Susan E. West
519 Chavez Street
Las Vegas, NM 87701

13. 1-094-092-520-080
Nick & Anna Mae Coca
515 Chavez Street
Las Vegas, NM 87701

14. 1-094-092-520-072
Jessica Lori Ann Sandoval
402 Monia Street
Las Vegas, NM 87701

15. 1-094-092-528-076
Janna R. Lopez
501 Chavez Street
Las Vegas, NM 87701

16. 1-094-092-529-113
Steven Joseph Bustos
530 Chavez Street
Las Vegas, NM 87701

17. 1-095-092-040-115
Genevieve P. Linden
& William A. Dudrey
1260 Paisano Road
Santa Rosa, NM 88435

18. 1-095-092-001-109
Frances Vigil &
Michael Esquibel
526 Chavez Street
Las Vegas, NM 87701

19. 1-095-092-005-100
Lee Ann E. Archuleta
613 Jefferson Avenue
Grants, NM 87020

20. 1-095-092-003-093
Donald A. & Irene Martinez
510 Chavez Street
Las Vegas, NM 87701

21. 1-095-092-006-090
Theresa Silva
504 Chavez Street
Las Vegas, NM 87701

22. 1-095-092-014-088
Theresa Silva
504 Chavez Street
Las Vegas, NM 87701

23. 1-095-092-011-081
Theresa Silva
504 Chavez Street
Las Vegas, NM 87701

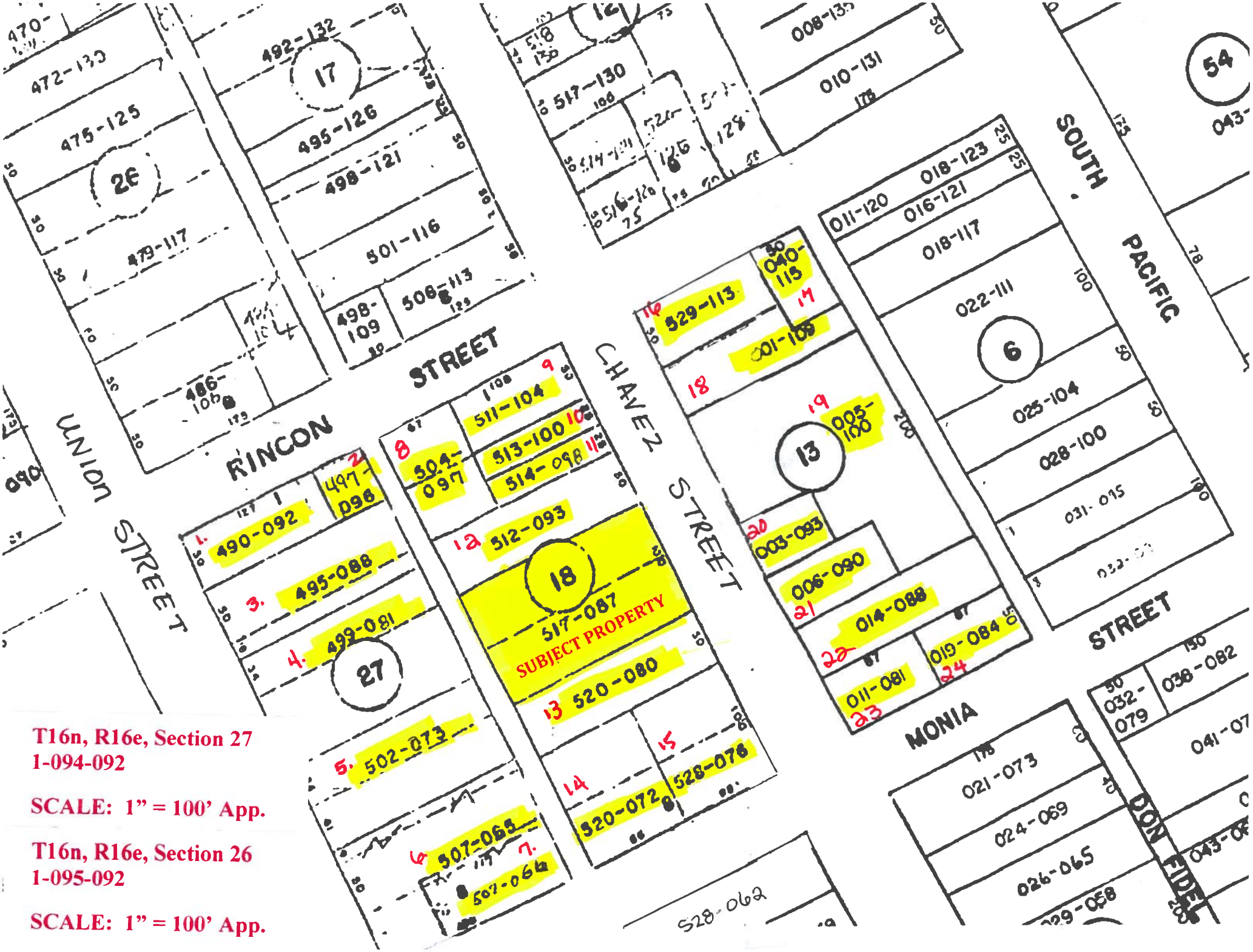
24. 1-095-092-019-084
Theresa Silva
504 Chavez Street
Las Vegas, NM 87701

APPLICATION FOR SUBDIVISION AND VARIANCES - - An Application for a 3-Lot Subdivision for Lots 4 & 5, Block 18, Town of Las Vegas, NM 87701 and an Application for side and front setback requirements for Tracts A-2 and A-3 and a one – two foot variance for an access easement on the south side of Lot 5 of the subdivision. Applicant is subdividing the property to sell the lots individually.

Susan E. West
Page 3

ONLY ONE (1) LETTER SENT- - Both properties belong to the Gregorio Fresquez
ONLY ONE (1) LETTER SENT- - Both properties belong to the Isabel Archuleta
ONLY ONE (1) LETTER SENT- - Both properties belong to the Susan E. West
ONLY ONE (1) LETTER SENT- - Both properties belong to the Theresa Silva

Above list was completed on August 1, 2022 as per September 30, 2015 Map/Parcel Data provided by the San Miguel County Assessor's Office. List was verified on August 4, 2022 per information obtained from the San Miguel County Assessor's Office On-Line Records for 2022 and is current. Information was compiled and verified by Maria D. Perea, Planning & Zoning Coordinator for Community Development Department.



T16n, R16e, Section 27
1-094-092

SCALE: 1" = 100' App.

T16n, R16e, Section 26
1-095-092

SCALE: 1" = 100' App.

The Planning & Zoning Commission / Board of Adjustment will hold a **SPECIAL PUBLIC HEARING** on Monday, October 24, 2022 at 4:00pm, in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico to consider an Application for Variances for Tracts A-2 & A-3 on the proposed 3-lot subdivision on side and front setback requirements and for a one to two-foot variance on the access easement on the south of Lot 5; and Application to review and recommend approval for the Preliminary and Final 3-lot subdivision plat for Susan West. The purpose of the Subdivision is for owner to be able to sell the lots individually. All the lots will meet the R-3 (Mixed Residential Zone) size requirements. Application was submitted by Susan West (Applicant/Owner) The legal description for this property is on file at Community Development Department, 1700 N. Grand Avenue, Las Vegas, New Mexico 87701.

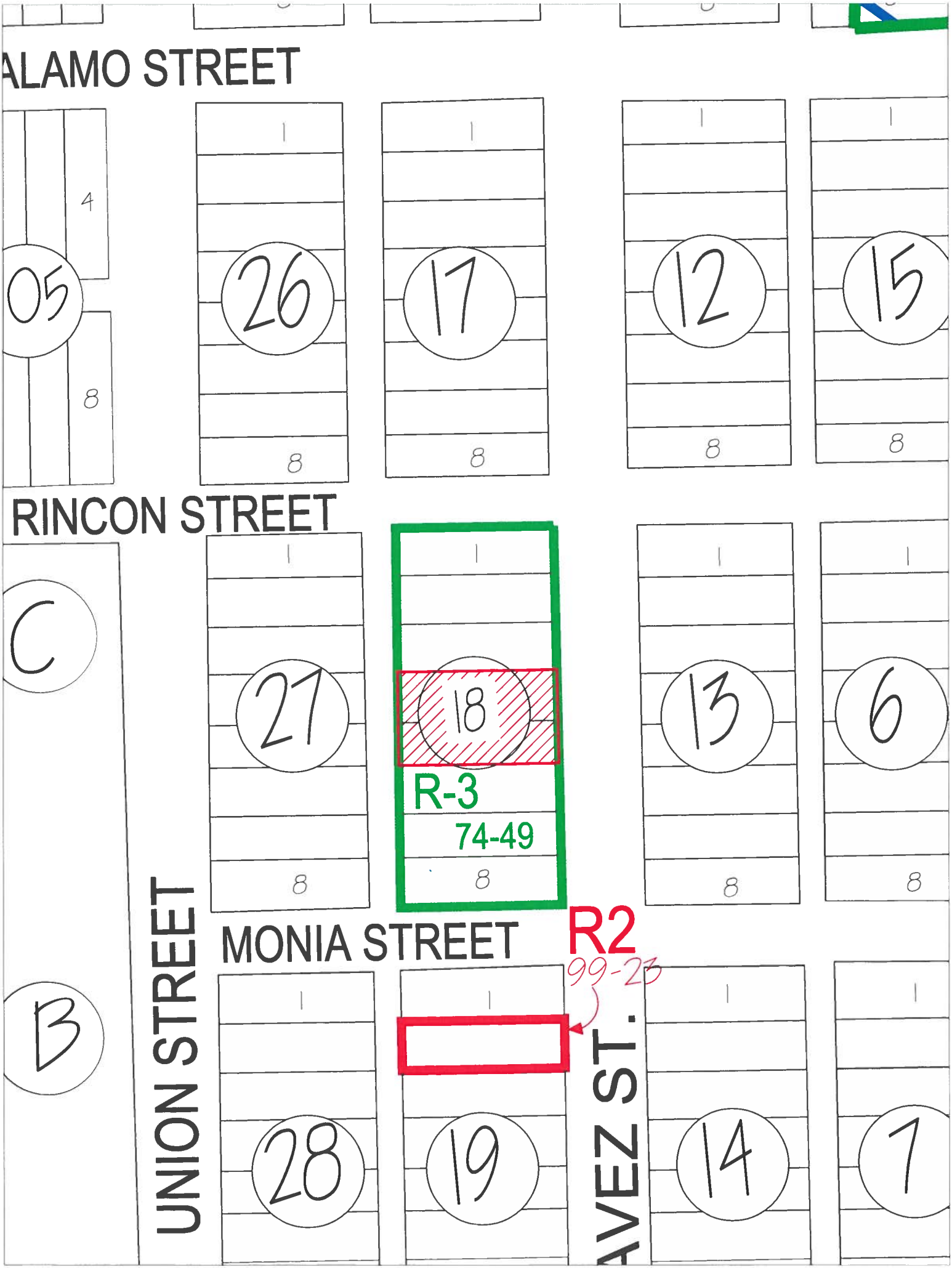
This letter is notifying you because you own property within 100 feet (excluding public right-of-way) of the proposed **WEST 3-LOT SUBDIVISION.** Anyone wishing to provide testimony in favor or in opposition of this request may appear at the hearing on the above date. Masks are optional at this time. Written testimony may be provided and will be read into the record and made a part of the Record Proper. Written statements will be accepted until 1:00pm on Monday, October 24, 2022. Statements may be sent via fax to (505) 425-7335, Attention: Maria Perea, hand delivered to City Hall or via email at mariaperea@lasvegasnm.gov. Any applicant aggrieved by the decision of the Board of Adjustment and Planning & Zoning Commission, may file a written notice of appeal.

If you require further information, please contact Maria Perea, Planning & Zoning Coordinator at (505) 454-1401, Ext. 1608 or via email: mariaperea@lasvegasnm.gov.

CITY OF LAS VEGAS

COMMUNITY DEVELOPMENT DEPARTMENT
1700 NORTH GRAND AVENUE
LAS VEGAS, NEW MEXICO 87701

'NOT TO SCALE'


ALAMO STREET
RINCON STREET
MONIA STREET
UNION STREET
AVEZ ST.
R-3
74-49
R2
99-23
05
26
17
12
15
C
21
18
13
6
B
28
19
14
7

Property belonging to Susan West, 519 Chavez Street, Las Vegas, NM 87701
3-lot Subdivision request / Variance request on side and rear setbacks
and a one to two-foot for access easement on south side of Lot 5

ZONING: R-3 (Mixed Residential Zone)
SETBACKS: 15' Front / 5' Sides / 15' Rear
(May use ½ of alley for rear setbacks)

EXHIBIT # 8

EXHIBIT # 9

CITY OF LAS VEGAS
LAND DEVELOPMENT APPLICATION

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

A. PROPERTY INFORMATION

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

1. Legal Description: Lots 4 & 5, Block 18, Town of Las Vegas T16n R61e Section 27

2. Township: 16n Range: 61e Section: 27

3. Subdivision Name (if platted): Town of Las Vegas

4. Lot: 4 + 5 Block: 18

5. Address or Location of Property (If physical address is needed, please contact the Research Analyst at the City of Las Vegas by calling 454-1401, extension 278).

517, 519 and 519 1/2 (Rear) Chavez Street

6. Present Zoning Classification: R-3 (Mixed Residential Zone)

7. If rezoning, what is Proposed Zoning Classification? N/A

8. Future Land Use Category: Remains the Same

9. Flood Zone Category: X Map/Panel Numbers: 35047C0878D

10. Property Size: 100ft x 175 ft.

11. Existing Use(s) of Subject Property (i.e.: vacant, residential, commercial, etc): residential

12. Surrounding Land Use(s): (i.e. vacant, residential, commercial, etc): Residential

a. North: Residential c. East: Residential

b. South: Residential d. West: Residential

13. Description of Proposed Activity or Use (attach separate sheet if necessary): [redacted]

Will remain as residential

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

B. NAME/ADDRESSES
List all person(s) having ownership in subject property

Name of Property Owner: Susan E. West

Address: 521 Chavez Street, Las Vegas, NM

Zip: 87701 Telephone: 505-429-2815 Fax: _____ Cell: _____

Name of Property Owner: _____

Address: _____

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

Name of Agent: _____

Name of Contact Person: _____

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

NAME OF ENGINEER/ARCHITECT

Name of Engineer: _____

Address: _____

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

Name of Architect: _____

LAND DEVELOPMENT APPLICATION

Address: _____

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

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

C. SIGNATURE

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

Susan E West

Signature of property owner #1

_____

Signature of property owner #2

_____

Signature of property owner #3

D. DEVELOPMENT REVIEW TEAM (DRT)

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

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

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

EXHIBIT # 10

NOTICE OF THE CITY OF LAS VEGAS
City Council Meeting

Notice is given that the Las Vegas City Council will hold a Public Hearing on Wednesday, January 11, 2023 at 5:30 p.m., at the City of Las Vegas Council Chambers, 1700 N. Grand Avenue, Las Vegas, New Mexico 87701.

The following items will be presented to City Council by Community Development:

1. Conduct a Public Hearing for Approval and the adoption of Ordinance #23-01, for a 3-lot subdivision of Lots 4 & 5, Block 18, Town of Las Vegas as submitted by Susan West (Owner) and associated variances approved by the Planning & Zoning Commission.

The City Council may convene in Executive Session, if the subject matter of such discussion or action is exempted from the open meeting requirement under Section 10-15-1 (H) of the Open Meetings Act.

CITY OF LAS VEGAS
/s/ Casandra Fresquez
City Clerk

PUB: Las Vegas Optic, Dec 23, 2022

#22120335

EXHIBIT # 11

Planning & Zoning Commission
RECORD PROPER

Applicants:	Susan E. West 519 Chavez Street Las Vegas, NM 87701
Owners:	Same as above
Location:	517, 519 & 519 ½ (Rear) Chavez Street Las Vegas, NM 87701
Hearing Date:	Monday, October 24, 2022

ACTION REQUESTED:
A recommendation to City Council for approval or disapproval of the Preliminary Plat and Final Plat submitted for the 3-Lot West Subdivision. The property is 0.39 acres +/- off Chavez Street, Las Vegas, NM. Owner wants to subdivide the property to sell the lots individually. Property will be divided into three (3) lots as noted on Preliminary Plat prepared by Meadowlands Surveying, LLC.

BACKGROUND:
Susan West, owner owns Lots 4 & 5, Block 18, Town of Las Vegas and known as 517, 519 and 519 ½ (Rear) Chavez Street. She is proposing to subdivide the two lots into three lots as shown on attached survey. The property has always had three buildings on the property and each building has their own utilities. Each new lot will have its own building. Ms. West purchased the property in 2005. Property is approximately 100' x 175' (17,500 Square Feet). The homes on the property were built between 1930 and 1940, and were grandfathered in when the City of Las Vegas and Town of Las Vegas consolidated in the late 1970's. There is an encroachment of approximately 15 feet on the south side of Lot 5 by the neighbor to the south. There is also a shop building encroaching about 11 feet on Lot 5, which will be Tract A-1 if the subdivision is approved. The rock wall that is encroaching will be demolished in the near future, up to about half way of Tract A-1. There is documentation in the record proper regarding the encroachment.

EXHIBITS

Exhibit No.	Description (Document Name, date, and number of pages)
A	Application for Subdivision submitted by Susan E. West on July 22, 2022 - - 1 page
B	Letter of intent signed by owner, dated July 22, 2022 - - 1 page
C	Copy of letter dated October 7, 2022 sent to applicant with Planning & Zoning Commission meeting date and time - - 1page
D	Copy of Preliminary Plat completed by Meadowland Surveying, LLC showing the new lot configuration - - 1 page

E	Photo of sign posted on subject property regarding the meeting date and time - - 1 page
F	Staff Report on project - 2 pages

Below listed Exhibits are part of the Record Proper for the Variances requested, but also pertain to the 3-Lot Subdivision Request:

1	Application for Variances submitted by Susan E. West on July 22, 2022 - - 3 pages
2	Letter of intent signed by owner, dated July 22, 2022 - - 1 page
3	Copy of letter dated December 30, 2005 from Danelle J. Smith, Attorney at Law regarding the encroachment on Lot 5, aka 517 Chavez Street (Tract A-3 on preliminary plat attached) - - 2 pages
4	Copy of Warranty Deed recorded at the San Miguel County Clerk's on March 9, 2005, DB 239, Page 7733 - - 1 page
5	Copy of letter dated October 7, 2022 sent to applicant with Planning & Zoning Commission meeting date and time - - 1page
6	Copy of Preliminary Plat completed by Meadowland Surveying, LLC showing the new lot configuration with area where variances are being requested highlighted - - 1 page
7	List of property owners surrounding subject property that were sent a notice for the public hearing, copies of maps from the Assessor's Office showing the surrounding properties, a copy of the Vicinity Map sent notice, and a copy of the Zoning Map with the subject property highlighted - - 6 pages
8	Aerial photo of Subject Property - - 1 page
9	Land Development Application completed by applicant/owners for the proposed subdivision - - 3 Pages
10	Copy of legal notice published in the Las Vegas Optic on Friday, October 7, 2022 - - 1 Page
11	Copies of Certified Mail receipts showing name of persons sent a notice, with the date they were mailed stamped on them - - 3 pages
12	Photo of sign posted on subject property regarding the meeting date and time - - 1 page
13	Staff Report on project - 2 pages

EXHIBIT # 12

BOARD OF ADJUSTMENT / PLANNING & ZONING COMMISSION
FINDINGS OF FACT, CONCLUSIONS OF LAW
& RECOMMENDATION

In the matter of the Application submitted by Susan E. West, (Owner) to do a re-subdivision of Lots 4 & 5, Block 18, Town of Las Vegas. The property is 0.39 acres +/- off Chavez Street and currently described as lots 4 & 5, Block 18, Town of Las Vegas. The property owner is trying to re-subdivide Lots 4 & 5 into three (3) lots of equal size. Property owner, Susan E. West, wants to sell each tract individually. Addresses associated with above property are 517, 519 and 519-½ Chavez Street, Las Vegas, NM 87701.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

On October 24, 2022 the City of Las Vegas Planning & Zoning Commission conducted a public hearing for consideration for Final Plat and Application for a subdivision and Approval or Disapproval of proposed subdivision of Lots 4 & 5, Block 18, Town of Las Vegas. The Subdivision application was submitted by Susan E. West, Property owner and the associated with above property are 517, 519 and 519-½ Chavez Street, Las Vegas, NM 87701. The following variances on setback requirements were also requested. For Tract A-2, 0' lot line on the north side setbacks and front setbacks; for Tract A-3 a 3-foot side setback and 7-feet front setbacks; and a 1-½ foot variance on the width of the access easement shown on the south side of current Lot 5. The homes were originally built between 1930 and 1940, but with the re-configuration of current lots 4 and 5, the variances are required. This project was to have been heard on Monday, August 22, 2022, but meeting was cancelled at the Community Development Director's request.

FINDINGS OF FACT

Notice

Notice for the Public Hearing scheduled for August 22, 2022 for the Board of Adjustment / Planning & Zoning Commission for preliminary and Final Plat Approval was published in the Las Vegas Optic on August 5, 2022, faxed to area media on August 8, 2022, mailed via certified mail on August 8, 2022 to property owners within 100 feet, and notice was posted on the external boundaries of the property on August 8, 2022. Meeting was cancelled by the Community Development Director, Amy Weiser, on the day of the meeting. Meeting will be rescheduled after a Development Review Team (DRT) meeting is held.

A Development Review Team (DRT) meeting was held on Tuesday, September 13, 2022 and the following comments were obtained:

- Utilities: All utilities are readily available to the area, there are separate meters and account numbers for the three addresses;
- Fire Department is requesting a variance of one-two feet for the access easement on the south side of current Lot 5. Survey shows that lot line is approximately 18-½ feet away from the residence.
- Setback requirement variances were requested for Tract A-2 and Tract A-3, due the the reconfiguration of the current lots.

Notice for the Public Hearing of October 24, 2022 before the Board of Adjustment / Planning & Zoning Commission for preliminary plat and final plat approval was published in the Las Vegas Optic on October 7, 2022, faxed to area media on October 10, 2022, notices were mailed via certified mail on October 7, 2022 to property owners within 100 feet, and notice was posted on the external boundaries of the property on October 10, 2022.

Application

Susan West, owner owns Lots 4 & 5, Block 18, Town of Las Vegas and known as 517, 519 and 519 ½ (Rear) Chavez Street. She is proposing to subdivide the two lots into three lots as shown on attached survey. The property has always had three buildings on the property and each building has their own utilities. Each new lot will have its own building. Ms. West purchased the property in 2005. Property is approximately 100' x 175' (17,500 Square Feet). The homes on the property were built between 1930 and 1940, and were grandfathered in when the City of Las Vegas and Town of Las Vegas consolidated in the late 1970's. There is an encroachment of approximately 15 feet on the south side of Lot 5 by the neighbor to the south. There is also a shop building encroaching about 11 feet on Lot 5, which will be Tract A-1 if the subdivision is approved. The rock wall that is encroaching will be demolished in the near future, up to about half way of Tract A-1. There is documentation in the record proper regarding the encroachment.

Land History

The property is 0.39 acres +/- off Chavez Street, Las Vegas, NM with the legal description of Lots 4 & 5, Block 18, Town of Las Vegas. The property has three addresses of 517, 519 & 519 ½ (Rear) Chavez Street, Las Vegas, New Mexico. Lots are 50' wide X 175' in length.

Testimony

At the October 24, 2022 public hearing, citizens from the surrounding area who were present at the meeting and the Commissioners had concerns on the project, as follows:

- Neighbors to the south side, Mr. & Mrs. Nick Coca and their daughter were concerned that they would have to take down the wall which currently sits approximately 15' from the south boundary line of Lot 5.
- There was discussion by the Coca's regarding that the previous owners had allowed them to build the wall there and that they built the wall because when it rained, the run-off would flood their home.
- The Coca's asked if they were going to have to demolish the garage/workshop that sits at the back of the yard, which is encroaching into Lot 5. Commission advised that would be between both property owners.

CONCLUSION OF LAW AND RECOMMENDATION

The City of Las Vegas Planning & Zoning Commission having considered the criteria of the City of Las Vegas Subdivision Regulations, Chapter 280, Article I, voted unanimously to recommend approval of the preliminary and final plat of the 3-Lot Subdivision to be known as the West Subdivision by determining that the proposed subdivision does not adversely affect the health, safety and general welfare of the community, along with the requested variances approved by the Board of Adjustment.

THEREFORE, the City of Las Vegas Planning & Zoning Commission having considered the testimony and evidence at the public hearings held on October 24, 2022 and having weighed all

factors involved, have found that granting of Ordinance No. 23-01, formerly 22-0-09 would not be contrary to the public interest.

NOW, THEREFORE, BE IT ORDAINED that the City of Las Vegas Planning & Zoning Commission hereby recommends to the Governing Body APPROVAL of Ordinance No. 20-09 for the Lakeview Subdivision herein described.

Signed this _____ day of _____, 2022

_____
Mack Crow, Chairperson
Planning & Zoning Commission

ATTEST:

_____
Maria D. Perea
Planning & Zoning Secretary

EXHIBIT # 13

CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 23-01

AN ORDINANCE GRANTING PRELIMINARY AND FINAL PLAT APPROVAL FOR THE SUBIVISION OF LOTS 4 & 5, BLOCK 18, TOWN OF LAS VEGAS, 0.39 ACRES +/- IN SIZE INTO A 3-LOT SUBDIVISION TO BE KNOWN AS WEST SUBDIVISION FOR PROPERTY LOCATED AT 517, 519 AND 519 ½ (REAR) CHAVEZ STREET, LAS VEGAS, NEW MEXICO.

WHEREAS, on October 24, 22, 2022, the City of Las Vegas Planning & Zoning Commission held a special public hearing in the City of Las Vegas Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico to hear Planning & Zoning Agenda Item #1, a request for Preliminary and Final Subdivision Plat Approval for the property herein identified in order to sell properties individually.

WHEREAS, on October 24, 2022, the City of Las Vegas Planning & Zoning Commission, upon careful consideration of the particulars of this case voted unanimously to recommend approval of the Preliminary and Final Subdivision Plat as prepared by Meadowlands Surveying, LLC.

WHEREAS, the City of Las Vegas City Council, after consideration of all facts presented, hereby adopts the report and findings of the City of Las Vegas Planning & Zoning Commission and, in doing so determines that Final Subdivision Plat approval to authorize the three (3) lot subdivision for the property identified in attached plat with variances approved for Tract A-2 and Tract A-3 and the access easement on the south side of Tract A-3 as follows: For Tract A-2, 0' lot line on the north side setbacks and front setbacks; for Tract A-3 a 3-foot side setback and 7-feet front setbacks; and a 1-½ foot variance on the width of the access easement shown on the south side of current Lot 5.

BE IT FURTHER ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby adopts the following findings of fact upon which the Council's decision is based:

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may be amended whenever public necessity, convenience, or general welfare require.

2. That duly public notice and public hearings were in accordance with the legal requirements and a site plan for the 3-lot subdivision has been provided which is acceptable to the City Council.

PASSED, APPROVED AND ADOPTED ON THIS _____ DAY OF _____, 2023.

ATTEST:

_____ _____

Casandra Fresquez, City Clerk Louie A. Trujillo, Mayor

REVIEWED AND APPROVED
AS TO LEGAL SUFFIENCY ONLY

_____

City Attorney

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: January 11, 2023

Date Submitted: 12/30/22 **Department:** Utilities

Item/Topic: Request to purchase an automated side loader for the solid waste division. This is a replacement truck that will assist in picking up trash.

Fiscal Impact: The cost of the truck will be $443,019.56 and is a budgeted expense paid out of line item number 633-0000-650-8007.

Attachments: Vehicle quote and vehicle specifications.

Committee Recommendation: This item will be discussed at the January 10, 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:

Department Director

City Manager

Reviewed By:

1/4/23

Finance Director - Deputy

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

MCT, Inc.
7451 Pan American Freeway NE
Albuquerque, NM 87109
Phone (505) 345-8651
Fax (505) 345-2597
E-Mail mctindustries@mct-ind.com

Sales Quote
29188
Quoted 12/14/2022

Bill To
CITY OF LAS VEGAS
1700 NORTH GRANDE AVE
LAS VEGAS, NEW MEXICO 87701

Ship To
1700 NORTH GRANDE AVE
LAS VEGAS, NEW MEXICO 87701

Contact
LUCAS MARQUEZ
505 429 0214

Purchase Order	Ship Via	FOB	Reference	Entered By	Sales rep	Terms
				TMM 12/14/2022	FM	Net 30

Product	Description	Ordered	Price	Amount
AMREP HARDOX ASL		1.00	443,019.56	$443,019.56

AWTI 3RD EYE CAMERA SYSTEM
VIN # 5VCA3RAF5NC237787

TRUCK IS CURRENTLY IN STOCK
"FIRST COME, FIRST SERVED BASIS"

BODY: GRAY
CAB: WHITE

BODY MODEL: AMHASLTPO19
Furnish and Install: One (1) Amrep Hardox Automated Side Loader Full Push Out AMHASLTPO-19 on Your 3-Axle Cab & Chassis
See Standard Specification Sheet - 19' Elliptical Body Style - 36 Cubic Yard Capacity, Full Push-Out Ejection, PTO and Pump
Body Material:
Hopper Sides: 4mm Hardox AR450, 175,000 PSI Steel
Body Lower 1/8" Hardox AR450, 175,000 PSI Steel Wear Plates 3/16" Hardox AR450, 175,000 PSI Steel
Body Upper 1/8" Hardox AR450, 175,000 PSI Steel
Packer: Dual Blade Packer System, Low Packer Blade and Follower
Lighting: Amber Beacon, Low on Rear Door, Packer Light
PTO: Transmission Mounted PTO and Gear Pump
Clamp: 30-60-90 Gallon Container Capacity
Controls: Single Joystick In Cab RH Side, Rocker Switch Controls RH Driver Door
Paint: Single Color - Body to Match Cab, Unless Otherwise Noted Color Code: Default
Additional Items: Broom & Shovel Mounted on Body Shell, Fire Extinguisher 20lb on Tandem Fender
Camera(s): Rear Camera Bracket "Only"
Body Service Hoist
Warranty: 1 Year Manufacturers Defect

Warranty:

Notice: Chassis Must Be Received with Back-Up Alarm and Proper Wheelbase with Clear CT (Cab to center of Tandem)
Truck OEM / Dealer Responsible for Programming and Connecting Electrical Throttle Operation (1,500 RPM)

OPTIONS

Base Price for Body

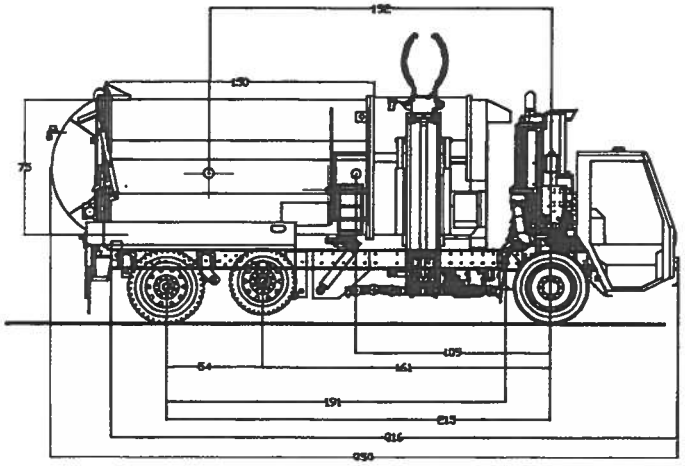
Hydraulic Hopper Cover
Axle, Pusher 20k Hendrickson
Alarm, Back Up Preco Dual Tone Motion Sensing
Addtl Camera Package AWTI (Requires SYS Install)
Spill Kit, 5 Gal Bucket With Mounting Bracket
Tool Box, Steel Frame Mount 36"
Peterson 4 Light Strobe Package, 4 Corners
Clear Coat On Body

Sub-total $443,019.56

Quote Good for 30 Days

Total $443,019.56

4,087 miles, 201.4 hours like new we used it for only two municipalities Dallas and Miami. The wheelbase is 216" with a pusher which makes the effective wheelbase axle down 189". The Rear Axle is a little heavier it's a 30,000 # REAR DRIVE AXLE-SINGLE& TANDEMXXXX DANA S30-190, (30,000LB CAPACITY) thanks Rob



AMREP®

Title: 2 AXLE ASL MARIN SANITARY		
Size: A	Number: 309-4054	Rev: 1
Date: 9/5/2019		Drawn by: JD
Filename		Sheet

Autocar

Always Up

ACX42 Class 8
Model Year 2022

Prepared By Jer Javens
Quote Id : MARIN SANITARY
Phone : 507-929-0660
Quote Number : Q0040918
Model : 2022 - ACX42 Class 8

Prepared For Rob Strange
Amrep

Chassis Specification

05/06/2021

			Description	Front Weight	Rear Weight
	AUTOCAR TRUCKS				
O	ENG0001	**ENGINEERING GROUP IDENTIFIER**	AUTOCAR ENGINEERING	0	0
S	0040001	**MODELS**	ACX42	10,535	3,121
O	5000002	**CAB SHELL**	SINGLE RIGHT HAND DRIVE CAB	0	0
O	100U002	**CUSTOMER TYPE**	PUBLIC/PRIVATE	0	0
	VEHICLE ADAPTATION				
O	1140005	**COUNTRY OF USE**	CALIFORNIA SPECIFIC U.S. VEHICLE ADAPTATION	0	0
	SOLUTION				
A	C04QXX	**BODY COMPANY**	AMREP	0	0
O	C02004	**BODY TYPE**	AUTOMATED SIDE LOADER	0	0
S	C070001	**FUEL SYSTEM TYPE**	DIESEL	0	0
A	C06QXX	**BODY STYLE**	AMREP SIDE LOADER	0	0
O	C05020	**TOTAL BODY CAPACITY - BODY/HOPPER**	20 YARD	0	0
O	C090003	**AXLE QUANTITY**	3 AXLE	0	0
O	C080001	**REAR SUSPENSION TYPE**	STD/BEAM TYPE REAR SUSPENSION	0	0
O	C01004	**APPLICATION**	REFUSE - TRANSFER STATION	0	0
O	C03002	**TERRITORY**	WEST COAST	0	0
O	D010200	**FRONT GAWR**	20000 LBS	0	0
O	D020240	**REAR GAWR**	24000 LBS	0	0
O	D040135	**PUSHER AXLE GAWR**	13500 LBS	0	0
A	D100520	**GVWR**	520000 LBS	0	0
	ENGINE				
S	1580001	**ENGINE VOCATION**	COMMERCIAL - DOMESTIC (DOT)	0	0
S	1012032	**ENGINE ASSY**	L9 '21 360HP / 2200RPM / 1150 LB-FT, CUMMINS	0	0
S	4460001	**FUEL TYPE**	ULTRA-LOW SULPHUR DIESEL FUEL REQUIRED	0	0
S	972A001	**SPECIAL EMISSION CERTIFICATION LABELS**	50 STATE - CALIFORNIA CLEAN IDLE CERTIFIED (DIESEL)	0	0
	ENGINE EQUIP				

Prepared By Jer Javens
Quote Id : MARIN SANITARY
Phone : 507-929-0660
Quote Number : Q0040918
Model : 2022 - ACX42 Class 8

Prepared For Rob Strange
Amrep

S	128071	**ENGINE CONTROL SPECIFICATIONS**	DEFAULT SPECS	0	0
S	1290004	**ENGINE ELECTRONICS**	CUMMINS 500K COMMUNICATION	0	0
O	1310006	**BRAKE-ENGINE**	CUMMINS VGT EXHAUST BRAKE	1	0
O	4382003	**FILTER-FUEL, CHASSIS MOUNTED**	DAVCO 245 W/ H20 PROBE & 12V HEAT	0	0
S	1700001	**FILTER-FUEL, ENGINE MOUNTED**	SECONDARY SPIN-ON FILTER, REMOTE MTD.	0	0
O	180024	**ENGINE BLOCK HEATER**	PHILLIPS 120V 1000 WATT	5	0
O	1810003	**HEATER RECEPTICAL LOCATION-ENGINE**	RECEPTACLE LOCATED AT CAB STEPS, RH SIDE	0	0
S	2080001	**FAN & DRIVE-ENGINE**	2-SPEED FAN	0	0
S	2120003	**RADIATOR SURGE TANK**	STANDARD SURGE TANK W/ SIGHT GLASS	0	0
S	2200001	**AIR CLEANER**	15" ONE STAGE EPG CLEANER DONALDSON	0	0
S	226001	**AIR INTAKE RAIN CAP**	BLACK, HOOD TYPE	0	0
O	2302001	**MUFFLER SYSTEM**	LH VERT HORIZ DPF/SCR	0	0
S	2310003	**EXHAUST SHIELDS**	DPF & SCR SHIELDS	0	0
O	2320011	**EXHAUST STACKS**	STAINLESS STEEL STACK W/TURN OUT	0	0
O	234001	**EXHAUST RAIN CAP**	SINGLE	1	0
S	115A200	**TURBO HEAT SHIELD**	TURBO HEAT SHIELD	0	0
S	2390002	**UREA DELIVERY SYSTEM**	OVER-FENDER MTD., LH SIDE, 10 GAL. CAPACITY	0	0
S	5300001	**ENGINE/EXHAUST COVER**	ALUM TURBO/EXHAUST PIPE DEBRIS SHIELD	0	0
S	700026	**AIR COMPRESSOR**	CUMMINS WABCO 18.7 CFM COMPRESSOR	0	0
S	8200003	**STARTING MOTOR**	DELCO REMY 12V 39 MT W/OCP	0	0
S	8020004	**ALTERNATOR**	DELCO REMY 36SI 12V 160 AMP	13	0
O	P020002	**ENGINE IDLE SHUT DOWN**	ENGINE IDLE SHUT DOWN DISABLED	0	0
S	P030001	**CRUISE CONTROL PARAMETER**	CRUISE CONTROL ENABLED	0	0
S	P630006	**MAX VEHICLE SPEED - PTO MODE**	MAX VEHICLE SPEED IN PTO MODE = 6 MPH	0	0
S	P641200	**RPM PTO MODE**	1200 RPM MAX IN PTO	0	0
S	P701200	**PTO SET SWITCH**	PTO SET SWITCH = 1200 RPM	0	0
S	P711000	**PTO RESUME SWITCH**	PTO RESUME SWITCH = 1000 RPM	0	0
S	P010065	**VEHICLE GOVERNED SPEED LIMIT**	SPEED LIMIT 65MPH	0	0

TRANSMISSION

S	2580003	VOCATION	RDS REFUSE - VOC 400-XXX	0	0
O	2690019	CONTROL MODULE (ELECT)	REFUSE W/ AUTO-NEUTRAL & SERVICE BRAKE, VP170	0	0
S	26A0001	TRANSMISSION SHIFT SCHEDULE / FUEL SENSE	PRIMARY PERFORMANCE / SECONDARY ECONOMY	0	0
S	PT10001	TRANS DIRECTION CHANGE SHIFT INHIBIT	SHIFT INHIBIT ENABLED	0	0
S	27P0000	TRANSMISSION RETARDER AUDIBLE ALARM	NO TRANSMISSION RETARDER AUDIBLE ALARM	0	0
O	2700028	TRANSMISSION	ALLISON 4500 SERIES,6-SPEED	384	59
S	287A200	TRANSMISSION BREATHER	TRANSMISSION REMOTE BREATHER	0	0
S	284016	TRANSMISSION CONTROLS	ALLISON PUSHBUTTON CONTROLS	0	0
S	286005	COOLER-TRANSMISSION OIL	OIL TO WATER TYPE	0	0
S	290003	TRANSMISSION OIL FILL/CHECK	OIL FILL TUBE / DIPSTICK W/ LEVEL SENSOR	0	0
S	300011	DRIVESHAFT-MAIN	SPICER 1760HD HALF ROUND	0	0
O	3170007	PTO-TRANSMISSION MOUNTED	CHELSEA 890 / 897 PTO CLEARANCE (PREP ONLY)	5	0

FRONT AXLE

O	3702001	FRONT AXLE	HENDRICKSON 20K AXLE 20,000 LB CAP (VALIDATION TIMING)	-60	0
S	3690005	FRONT AXLE POSITION	52.5 INCHES	0	0
O	3712001	FRONT SUSPENSION	HENDRICKSON 20,000 SPRING CLAMP GROUP (REQUIRES VALIDATION TIMING)	0	0
O	371T01	SUSPENSION, FRONT AUX	AUX LOAD CUSHION	10	0
S	373002	SHOCK ABSORBERS-FRONT	DOUBLE ACTING SINGLE - HEAVY DUTY	0	0
S	904011	HUBS-FRONT	STEEL HUB PILOTED,285MM BOLT CIRCLE	0	0
S	9400001	WHEEL OIL SEALS-FRONT	SCOTSEAL PLUS XL	0	0
S	9210001	HUB CAPS - FRONT AXLE	CR ZYTEL HUBCAP	0	0
S	374002	FRONT AXLE LUBRICANT	SYNTHETIC,DANA SPICER EP75W90,OR EQUIV	0	0
S	7510003	BRAKES-FOUNDATION, FRONT AXLE	MERITOR 16.5X6 QP	0	0
S	754009	BRAKE SLACK ADJUSTERS -FRONT AXLE	MERITOR AUTOMATIC	0	0
S	755001	DUST SHIELDS - FRT	DUST SHIELDS - FRONT	0	0

S	901001	**BRAKE DRUM-FRONT**	CAST IRON	0	0
O	383107	**STEERING GEAR**	INTEGRAL POWER STEERING W/LEFT HAND RAM	0	0
O	3872000	**POWER STEERING RESERVOIR**	FOUR QUART REMOTE MOUNTED W/ OIL COOLER	0	0

REAR AXLE

O	3300014	**REAR DRIVE AXLE-SINGLE & TANDEM**	XXXX DANA S30-190, (30,000 LB CAPACITY)	0	140
O	331538	**REAR DRIVE AXLE RATIO**	5.38	0	0
O	333015	**REAR DRIVE AXLE ANTI-SPIN DEVICES**	SINGLE AXLE FULL LOCKING WHEEL DIFF.	0	17
O	350338	**REAR SUSPENSION**	REYCO 102CC 31000 LB GROUND CAPACITY	0	210
O	357001	**REAR SUSPENSION AIR CONTROL**	DASH MOUNTED DUMP VALVE	0	0
O	358001	**TORQUE RODS**	LONGITUDINAL ONLY - RUBBER BUSHED	0	0
S	9130001	**HUBS-REAR**	IRON HUB, HP 10 STUD	0	0
S	3400001	**REAR AXLE BREATHER**	STANDARD AXLE BREATHER	0	0
O	941007	**WHEEL OIL SEALS-REAR**	CHICAGO RAWHIDE SEALS, SINGLE AXLES	0	0
S	7610003	**BRAKES-FOUNDATION, REAR AXLE**	MERITOR 16.5X7 Q PLUS	0	0
S	764012	**BRAKE SLACK ADJUSTERS -REAR AXLE**	MERITOR AUTOMATIC-SINGLE AXLE	0	0
S	765001	**DUST SHIELDS - REAR BRAKES**	DUST SHIELDS - REAR BRAKES	0	0
S	781011	**BRAKE CHAMBERS-PARKING, TYPE/VENDOR**	CAM TYPE M\G\M STOPGARD (2)	0	0
S	910001	**BRAKE DRUM-REAR**	CAST IRON	0	0

AUXILIARY AXLES

O	3P12003	**PUSHER AXLE #1**	HENDRICKSON COMPOSILITE EXF NON-STEER PUSHER, 13500 LBS CAPACITY	153	502
O	3PS0054	**PUSHER AXLE #1 SPACING**	54" SPREAD	0	0
O	9P10001	**PUSHER AXLE HUBS**	STEEL HUBS, 11.25" BOLT CIRCLE	0	0
O	9P60001	**PUSHER AXLE WHEEL SEALS**	SCOTSEAL PLUS XL	0	0
O	9P80001	**PUSHER AXLE HUB CAPS**	CR ZYTEL HUB CAPS	0	0
O	7P20004	**PUSHER AXLE BRAKES**	HENDRICKSON INTERGRAL 15X4	0	0
O	7P40001	**PUSHER AXLE SLACK ADJUSTERS**	MERITOR AUTOMATIC	0	0

BRAKES

S	729002	AIR LINES-PARKING BRAKE, CHASSIS	AIR LINES CHASSIS PARK BRAKE	0	0
O	7412000	BRAKE CONTROL SYSTEM	MERITOR WABCO ABS 4S/4M W/PLC AND ATC	0	0

CHASSIS

O	400216	WHEELBASE	216 INCHES	12	14
O	402056	FRAME-REAR OVERHANG	56"	-12	74
S	403012	FRAME RAILS	3/8" VARIABLE DROP STEEL, EXT B	0	0
S	409002	FRAME CROSSMEMBER-CENTER	ALUMINUM ORIENTATION B	0	0
O	4100002	MISC TSO OPTIONS	KEEP RH RAIL CLEAR	0	0
S	4110002	FRAME CROSSMEMBER-END CLOSING	ALUMINUM MEMBER-IF REQUIRED	0	0
S	460001	BUMPER-FRONT	STEEL PAINTED	0	0
O	4682000	GUARD-OIL PAN	ENGINE OIL PAN GUARD - STEEL	0	0
S	480002	TOWING DEVICE-FRONT	TWO REMOVABLE TOW PINS	0	0
S	8742000	WIRING, BODY INTERFACE	RP 170 COMPLIANT	0	0
O	892009	BACKUP ALARM	ECCO RMS 917 WITH MOTION DETECTOR	0	2
S	430020	FUEL TANK-LEFT	75 GAL 26" DIA UNPAINTED ALUMINUM	0	0
O	430R001	FUEL TANK FILL LHS	REAR FILL FUEL TANK, LHS	0	0
O	4470004	LH FUEL TANK SPACERS	LH FUEL TANK SPACED 2", DROPPED 4"	7	5
S	432002	FUEL TANK STRAP/ SUPPORT LEFT	PAINTED STEEL, LH	0	0
S	4280001	DRILLING FUEL TK SUPT-LEFT	FUEL TANK MTD FWD LHS - STANDARD (IF PROVIDED)	0	0
S	436015	FUEL LINES	SAE J1402A1 WIRE BRAIDED	0	0
O	8120007	BATTERY BOX	STEEL BOX W/ ALUM LID, 3 BATTERY, LHS	-10	0
O	8160006	BATTERY BOX SPACERS	BATTERY BOX SPACED 2", DROPPED 8"	7	2
S	8090001	BATTERY BOX DRILLING	BOX LOCATED AS FAR FORWARD AS POSSIBLE	0	0
S	810089	BATTERY	3 JOHNSON CONTROL 31ECL 12V 2250CCA	0	0
S	8140002	BATTERY SHUT-OFF SWITCH	SHUTOFF W/ LOCKOUT, NO EMERGENCY JUMPER STUDS	0	0
S	7110001	AIR TANK-BRAKE	STEEL AIR TANKS	0	0
S	7090002	AIR TANK DRILLING	AIR TANKS IN STANDARD POSITION	0	0
O	7382000	EMERGENCY AIR SYSTEM	SCHRADER VALVE, FRONT	0	0

O	7152000	**WET TANK DRAIN**	WABCO DV-2 AUTOMATIC	0	0
O	715T003	**AIR RESERVOIR DRAIN SYSTEM**	CENTRAL MANIFOLD W/ PETCOCKS	2	2
S	7130001	**AIR DRYER**	WABCO 1800P	0	0
S	7100003	**AIR DRYER DRILLING**	AIR DRYER MOUNTED OUTSIDE RAIL, LHS	0	0
S	724001	**AIR LINES-CAB**	SAE J844 NYLON TUBING	0	0

CAB EXTERIOR

S	4510001	**STEP-CAB ACCESS, CAB MOUNTED**	DUAL SELF CLEANING CAB ENTRANCE STEPS	0	0
S	502001	**CAB DOORS**	STEEL	0	0
O	5120001	**POWER WINDOWS**	DUAL INTERNAL REGULATOR POWER WINDOWS	4	0
O	6220017	**MIRRORS-DUAL WEST COAST**	MIRROR, BLACK, HTD, REMOTE W / LWR HTD CONVEX	0	0
O	6230006	**MIRRORS-AUXILIARY HIGH MOUNT**	HIGH MOUNT 8" CONVEX, BLACK	0	0
S	630026	**HORN-AIR**	TWIN MOUNTED UNDER CAB	0	0
S	631001	**HORN-ELECTRIC**	SINGLE	0	0
S	661001	**CAB TILT MECHANISM-C.O.E.**	HYDRAULIC TILT	0	0
O	6720008	**GRILLE**	AUTOCAR GRILLE WITH REMOVABLE WINTERFRONT COVER	2	0
S	675001	**BUG SCREENS**	BUG SCREEN MOUNTED BEHIND GRILLE	0	0

CAB INTERIOR

S	3800001	**STEERING WHEEL**	16" DIA. WHEEL, 2 SPOKE	0	0
S	3810002	**STEERING COLUMN**	TILT AND TELESCOPIC STEERING COLUMN	0	0
O	5202002	**SEAT-DRIVER**	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR	0	0
O	5212002	**SEAT-PASSENGER**	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR	0	0
S	5222000	**SEAT BELTS-DRIVER**	THREE POINT RETRACTABLE, W/O COMFORT LATCH	0	0
S	5232000	**SEAT BELTS-PASSENGER**	THREE POINT RETRACTABLE, W/O COMFORT LATCH	0	0
O	5260002	**SEAT INSERT**	MODURA, ASPHALT COLOR	0	0
S	538001	**CARPET & MAT**	MAT WITH FOAM BACK	0	0
S	5500001	**CENTER CONSOLE**	CENTER CONSOLE	0	0

O	5510002	REAR CONSOLE	REAR CONSOLE W/ WIRE FRAME STORAGE CONTAINER	2	0
S	5930001	ASH TRAY	ASHTRAY MTD IN CONSOLE	0	0

CAB CLIMATE CONTROL

O	0602001	CAB TEMPERATURE SYSTEM	AIR COND INTEGRAL WITH HEATER/DEFROSTER (GHG)	0	0
S	612001	AIR CONDITIONER CONDENSER	STANDARD (RADIATOR MOUNTED)	0	0

GAUGES & INSTRUMENTATION

S	0572001	INSTRUMENTS SALES PKG	ADVANCED DIAGNOSTIC DISPLAY - V1	0	0
S	1430001	TRUCK ELECTRICAL CONTROL MODULE	VEHICLE CONTROL UNIT	0	0
S	1362000	TACHOMETER/RPM TACHOGRAPH	ELECTRONIC TACHOMETER	0	0
S	1372000	GAUGE-HOURMETER	HOURMETER INCLUDED IN ON BOARD DISPLAY	0	0
S	225009	AIR INTAKE RESTRICTION INDICATOR	GRADUATED, AIR CLEANER MOUNTED	0	0
O	3190001	PTO CONTROLS	PTO ELECTRIC CONTROL SWITCH	1	0
S	4390001	GAUGE-FUEL LEVEL	ELECTRONIC FUEL LEVEL	0	0
S	5712003	GAUGE PANELS	ALL GAUGES IMPERIAL	0	0
S	1472001	VEHICLE MONITORING SYSTEM	AUTOCAR ADVANCED TELEMATICS - FULL INSTALLATION	0	0

LIGHTING

S	8360003	LAMPS-HEAD	LED HEADLAMPS	0	0
S	8410002	LAMPS-TURN SIGNAL - FRONT	LED FRONT TURN SIGNALS	0	0
S	8510002	LAMPS-MARKER	AMBER LED ROOF MARKERS	0	0
S	859001	LAMPS-RUNNING	DAYTIME	0	0
S	8700001	CIRCUIT PROTECTION DEVICE	AUTO CIRCUIT BREAKERS	0	0

RADIO/MISC

S	509001	KEY & LOCK SETS-IGN/DOORS	DOOR & IGNITION SAME - UNIQUE PER TRUCK	0	0
O	5900008	RADIO	AM/FM/WB/MP3/CD/USB/BLUETOOTH	13	-4
O	59A0002	RADIO MOUNTING LOCATION	RADIO MOUNTED IN RHS HEADLINER	0	0
O	5910002	ANTENNA/POWER SUPPLY	ANTENNA - ROOF MOUNTED	0	0
O	596005	RADIO SPEAKERS	2 DUAL CONE SPEAKERS	0	0

O	9620002	**FIRE EXTINGUISHER**	EMPTY STORAGE COMPARTMENT UNDER SEAT	0	0

FRONT TIRES / WHEELENDS

S	9312009	**TIRE MANUFACTURER & TREAD - FRONT**	BRIDGESTONE M870	0	0
S	930469	**TIRE SIZE & LOAD RANGE - FRONT**	315/80R22.5L	0	0
S	9050015	**WHEELS-DISC FRONT**	22.5X9.0" STEEL, 5.25" INSET, HAYES	0	0

REAR TIRES / WHEELENDS

O	9340054	**TIRE MANUFACTURER & TREAD - REAR**	BRIDGESTONE M799	0	-28
S	933062	**TIRE SIZE & LOAD RANGE - REAR**	11R22.5H	0	0
S	9140014	**WHEELS-DISC REAR**	22.5X8.25" STEEL, 6.2" INSET, HAYES	0	0

AUXILIARY AXLE TIRES

O	9P50028	**PUSHER AXLE TIRE TREAD**	BRIDGESTONE R250ED	0	0
O	9P40003	**PUSHER AXLE TIRE SIZE**	275/70R22.5J	0	0
O	9P20014	**PUSHER AXLE WHEELS**	22.5X8.25" STEEL, 6.2" INSET, HAYES	0	0

PAINT

S	950001	**CAB PAINT SCHEME**	SINGLE COLOR PAINT	0	0
S	9550001	**CAB PAINT TYPE**	STANDARD WHITE	0	0
S	9801002	**CAB COLOR-FIRST**	APPROVED -=- DPSS-N0007EX -=- STANDARD WHITE N0007	0	0
S	9861U1	**CHASSIS COLOR**	BLACK P3036	0	0
S	987949	**BUMPER COLOR**	SAME AS CHASSIS,UNPAINTED ALUM OR CHROME	0	0
S	988401	**DISC WHEEL OR RIM COLOR**	STEEL, E-COAT WHITE / ALUM-UNPAINTED	0	0

ADDITIONAL OPTIONS

S	899002	**CHASSIS WARRANTY**	STANDARD WARRANTY	0	0
S	899A200	**TRANSMISSION WARRANTY**	ALLISON 3YR. WARRANTY	0	0
S	899B001	**ENGINE WARRANTY**	CUMMINS STANDARD WARRANTY	0	0
S	978015	**FLOOR PLAN**	15 DAYS FLOORING	0	0

OTHERS

O	9722021	**CERTIFICATION-**	COMPLIES WITH 2021 U.S.	0	0

Prepared By Jer Javens
Quote Id : MARIN SANITARY
Phone : 507-929-0660
Quote Number : Q0040918
Model : 2022 - ACX42 Class 8

Prepared For Rob Strange
Amrep

SUB TOTALS

BASE WEIGHT	10,535	3,121	
FACTORY OPTION WEIGHT	538	995	
DISTRIBUTOR OPTION WEIGHT	0	0	

TOTALS

TOTAL WEIGHT (LB)	11,073	4,116	15,189

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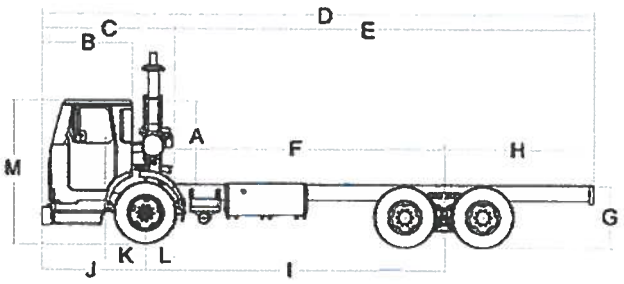
Dimensions



	Dimension(ft)	Description
A	59.00	CAB HEIGHT
B	62.00	BUMPER TO BACK OF CAB
C	95.00	EFFECTIVE BUMPER TO BACK OF CAB
D	343.00	OVERALL LENGTH
E	248.00	EFFECTIVE CAB TO END OF FRAME
F	192.00	EFFECTIVE CAB TO REAR AXLE
G	41.13	UNLADEN FRAME HEIGHT
H	56.00	OVERHANG
I	216.00	WHEELBASE
J	71.00	BUMPER TO FRONT AXLE
K	-24.00	DRIVER CENTER OF GRAVITY
L	24.00	EFFECTIVE FRONT AXLE TO BACK
M	100.13	OVERALL HEIGHT
N	0.00	FRONT FRAME EXTENSION

SPECIFICATION SUMMARY

Model	ACX42 Class 8
Engine	L9 '21 360HP / 2200RPM / 1150 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	XXXX DANA S30-190, (30,000 LB CAPACITY)
Rear Axle Ratio	5.38
Rear Tire	11R22.5H

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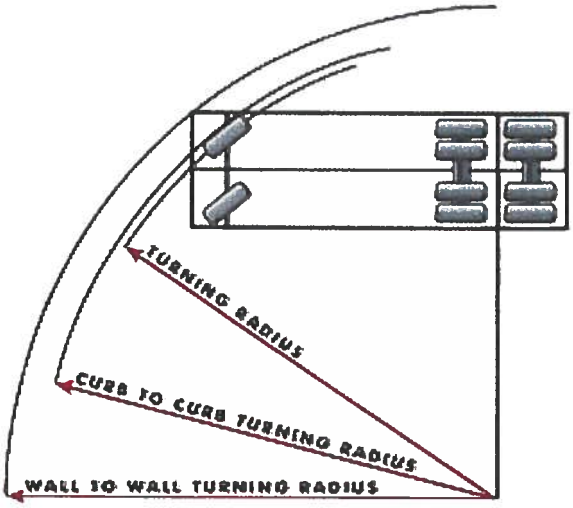
Turning Radius



	Dimension(ft)	Description
A	31.50	TURNING RADIUS
B	65.13	CURB TO CURB TURNING DIAMETER
C	71.27	WALL TO WALL TURNING DIAMETER

SPECIFICATION SUMMARY

Model	
Engine	L9 '21 360HP / 2200RPM / 1150 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
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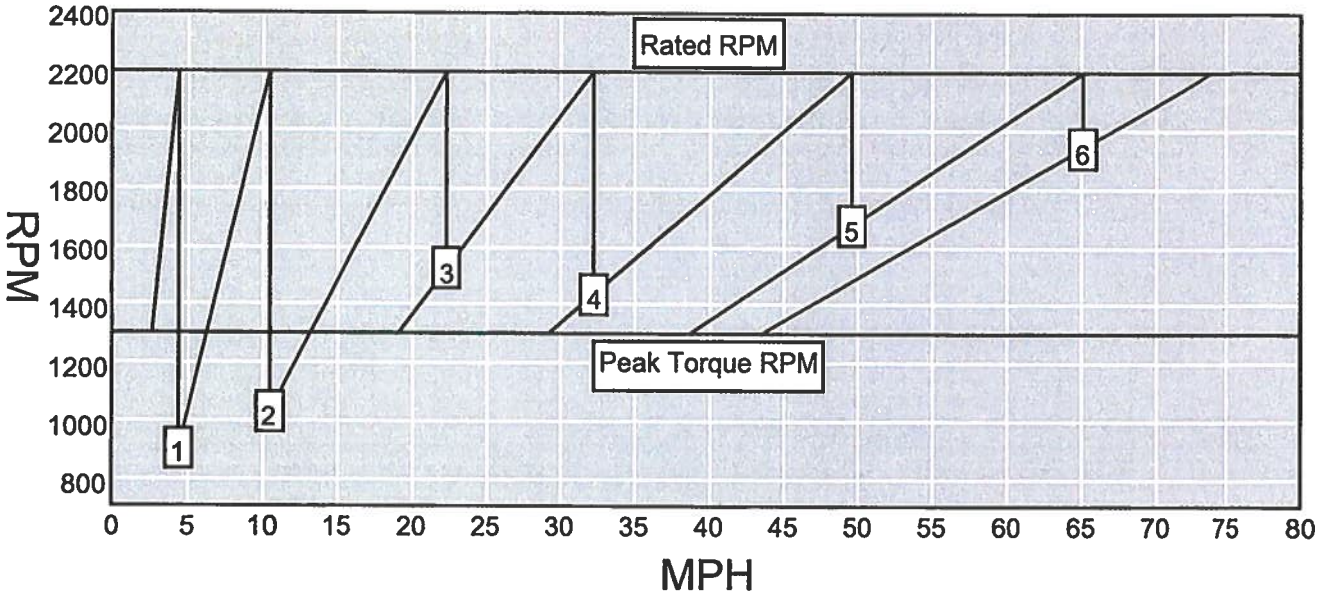
Shift Chart



Gear	Trans. Ration	Rear Axle Ration	Overall Reduction	% Split	MPH	RPM After Shift
1C	11.37	5.38	61.2	0.0	4.4	0
1	4.70	5.38	25.3	141.9	10.5	909
2	2.21	5.38	11.9	112.7	22.4	1,034
3	1.53	5.38	8.2	44.4	32.4	1,523
4	1.00	5.38	5.4	53.0	49.6	1,437
5	0.76	5.38	4.1	31.6	65.2	1,672
6	0.67	5.38	3.6	13.4	74.0	1,939

SPECIFICATION SUMMARY

Model	ACX42 Class 8
Engine	L9 '21 360HP / 2200RPM / 1150 LB-FT, CUMMINS
Rated Power	359 HP @ 2200 RPM
Peak Torque	1150 LB-FT @ 1300
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	XXXX DANA S30-190, (30,000 LB CAPACITY)
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	495

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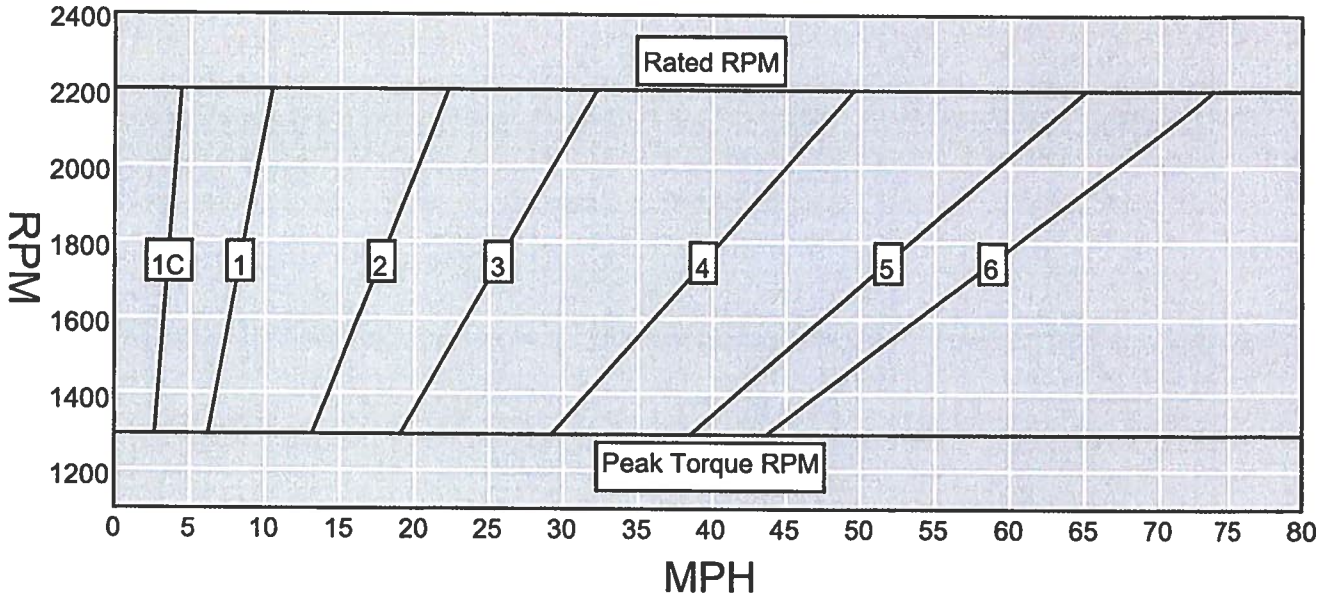
Operating Range



Gear	Trans. Ratio	Rear Axle Ratio	Minimum MPH	Maximum MPH
1C	11.37	5.38	2.6	4.4
1	4.70	5.38	6.2	10.5
2	2.21	5.38	13.3	22.4
3	1.53	5.38	19.1	32.4
4	1.00	5.38	29.3	49.6
5	0.76	5.38	38.5	65.2
6	0.67	5.38	43.7	74.0

SPECIFICATION SUMMARY

Model	ACX42 Class 8
Engine	L9 '21 360HP / 2200RPM / 1150 LB-FT, CUMMINS
Rated Power	359 HP @ 2200 RPM
Peak Torque	1150 LB-FT @ 1300
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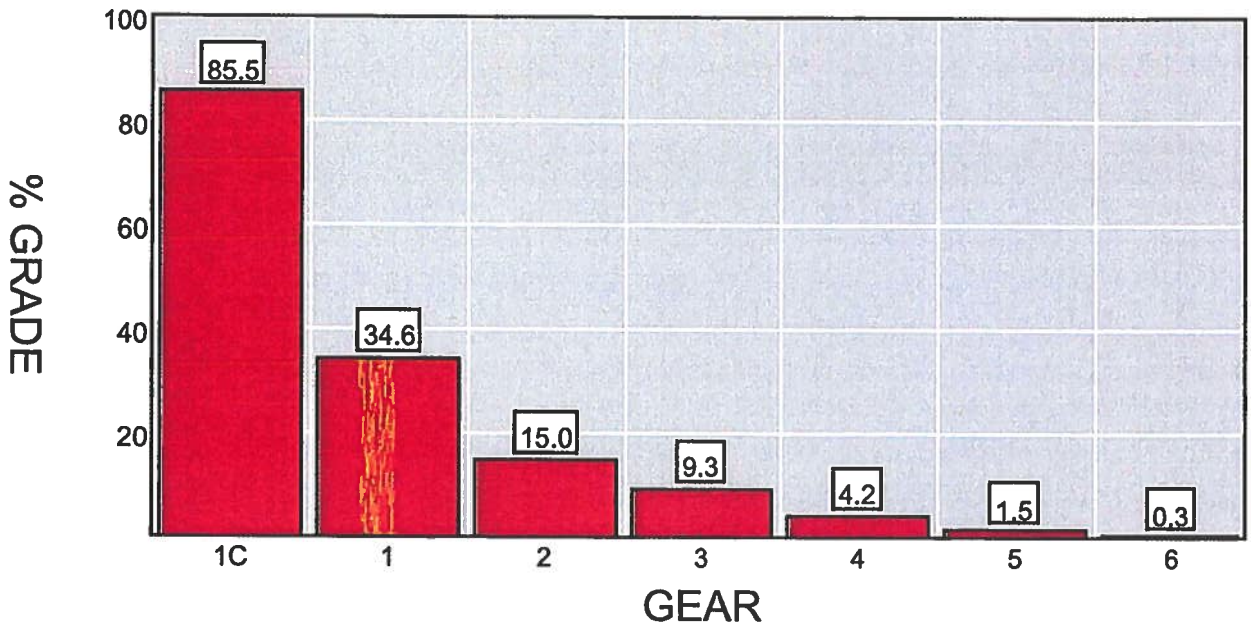
Gradeability



Gear	Trans. Ratio	Rear Axle Ratio	Overall Reduction	Peak Torque	Wheel HP	MPH	Maximum Grade%
1C	11.37	5.38	61.2	1,150.0	296.0	2.6	85.5
1	4.70	5.38	25.3	1,150.0	296.0	6.2	34.6
2	2.21	5.38	11.9	1,150.0	296.0	13.3	15.0
3	1.53	5.38	8.2	1,150.0	296.0	19.1	9.3
4	1.00	5.38	5.4	1,150.0	296.0	29.3	4.2
5	0.76	5.38	4.1	1,150.0	296.0	38.5	1.5
6	0.67	5.38	3.6	1,150.0	296.0	43.7	0.3

SPECIFICATION SUMMARY

Model	ACX42 Class 8
Engine	L9 '21 360HP / 2200RPM / 1150 LB-FT, CUMMINS
Peak Torque	1150 LB-FT @ 1300
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	XXXX DANA S30-190, (30,000 LB CAPACITY)
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	495
GVW/GCV	0
Surface	Concrete

Prepared By Jer Javens
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Phone : 507-929-0660
Quote Number : Q0040918
Model : 2022 - ACX42 Class 8

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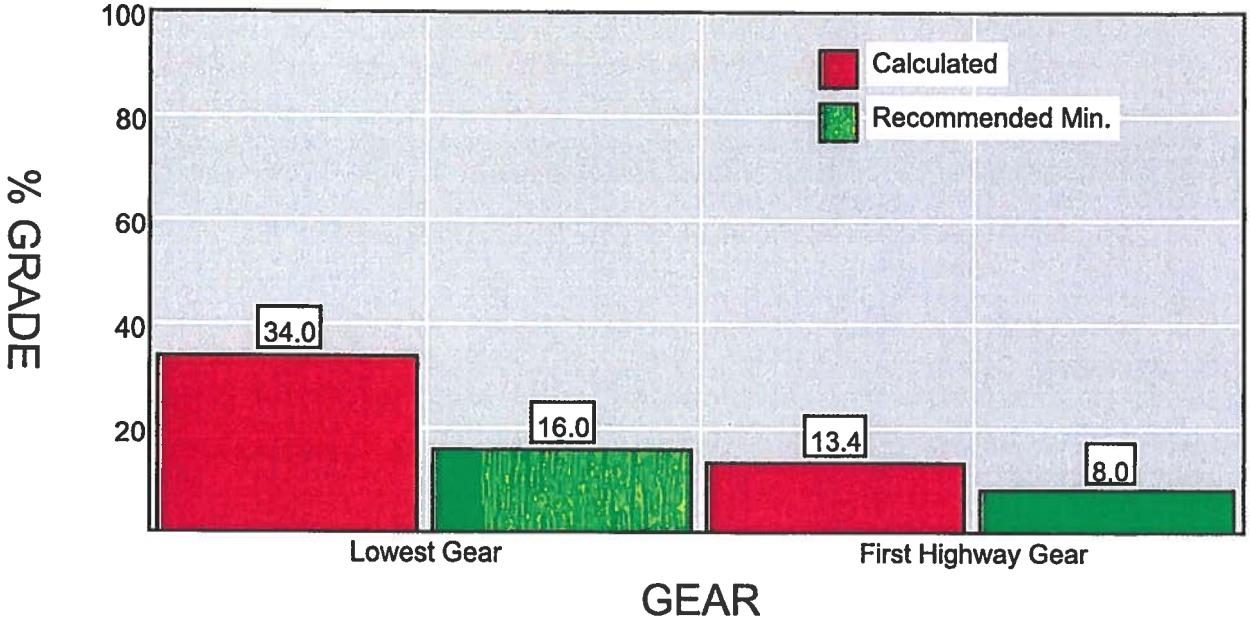
05/06/2021

Startability



Gear	Application	Recommended Minimum Grade %	Calculated Grade %
Lowest Gear	City	12.0	n/a
	On Highway	16.0	34.0
	On-Off Highway	18.0	n/a
	Off Highway	20.0	n/a
		0.0	n/a
First Highway Gear	All Applications	8.0	13.4

"SPECIFICATION SUMMARY"

Model	ACX42 Class 8
Engine	L9 '21 360HP / 2200RPM / 1150 LB-FT, CUMMINS
Clutch Torque	549 LB-FT 700 RPM
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	XXXX DANA S30-190, (30,000 LB CAPACITY)
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Radius	19.6
GVW/GCV	0
Surface	Concrete
Terrain	On Highway

Prepared By Jer Javens
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Quote Number : Q0040918
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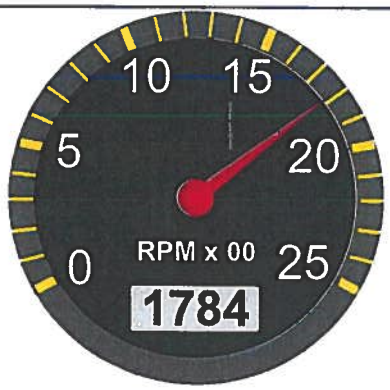
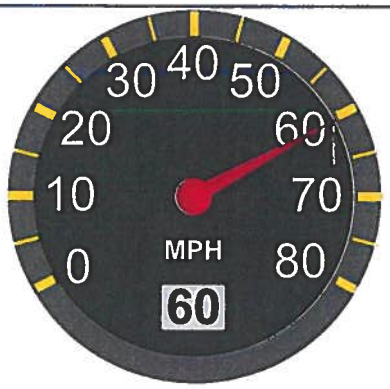
05/06/2021

Top Speed

Speed At Maximum RPM

RPM At 60MPH





	MPH	RPM
Top Speed	74.0	2,200
Cruise Speed	60.0	1,784
Minimum Of Engine Range	23.5	700
Maximum Of Engine Range	74.0	2,200
Minimum Of Economy Range	23.5	700
Maximum Of Economy Range	67.3	2,000

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05/06/2021

GAWR, GVWR & Tire Pressure

GVW Rating – 52,000#			
Front GAWR	**20,000#**	**Rear GAWR**	**24,000#**
Front Suspension	20,800#	Rear Suspension	31,000#
Front Wheels	20,000#	Rear Wheels	29,500#
Front Tire Size And Tread	20,000#	Rear Tire Size And Tread	24,000#
Front Brakes	20,000#	Rear Brakes	26,000#
Front Axle	20,000#	Rear Axle	30,000#
Pusher 1 GAWR	**13,500#**		
Pusher 1 Wheels	14,700#		
Pusher 1 Tire Size And Tread	14,000#		
Pusher 1 Axle	13,500#		
PSI			
Front PSI	130.0	Rear PSI	120.0
Pusher 1 PSI	115.0		

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: January 11, 2023

Date Submitted: 01/04/2023 **Department:** Utilities

Item/Topic: Addendum #1 to Contract #3835-22 with Stantec Consulting Services Inc. for utility, street and drainage improvements on Hot Springs Boulevard. RFP 2022-15 was awarded on 01/25/22 and Agreement #3835-22 was signed on 01/25/22. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of individual line item numbers by division as needed

Attachments: Addendum #1, Contract 3835-22

COMMITTEE RECOMMENDATION: This item will be discussed at the January 10, 2023 regular 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

for M.G.

Department Director

City Manager

Reviewed By:

Finance Director

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

ADDENDUM #1

AGREEMENT/CONTRACT #3835-22

RFP# 2022-15

AWARDED ON: 1/25/22

STANTEC

This Addendum entered into this **11TH Day of January, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **STANTEC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 1/25/2022 the City and STANTEC entered into an Agreement/Contract pursuant to a call for RFP in which STANTEC agreed to provide:

PROFESSIONAL ENGINEERING SERVICES FOR STREETS & DRAINAGE

WHEREAS, the City and STANTEC now desire to extend the original Agreement/Contract for an additional year from **1/25/2023 thru: 1/25/2024**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3835-22.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING SERVICES FOR STREETS & DRAINAGE,** 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 1/25/2022 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 1/25/2022 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

REVIEWED AND APPROVED:

_____

Leo Maestas Date
City Manager

ATTEST:

_____

Casandra Fresquez Date
City Clerk

STANTEC

_____

_____

Title Date

Agreement / Contract
No. 3835-22
City of Las Vegas
Date

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

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City'), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Stantec Consulting Services Inc. ("Contractor'), a New York corporation, of 6100 Seagull St. NE #102b, Albuquerque, New Mexico 87109, on this 25 day of January ,2022 ("Effective Date"). Throughout thisAgreement, 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 Offeror shall perform Professional Engineering Services for utility, street and drainage improvements on Hot Springs Boulevard. The services which include, but are not limited to, the preliminary design reports, perform field surveys; plot topography and cross sections; develop right-of-way plans; prepare structure drawings, prepare bid documents, and provide bid and construction support services. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following services:

a. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
b. Facilitate meetings with City staff as needed to develop the planning of this project as requested by the City Utilities Director, Project Manager 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, permit applications, cost estimates, specifications and schedules for review and approval. In providing estimates or opinions of probable cost, it is recognized that neither the City nor Contractor has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable costs is based on Contractor's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work will not vary from the City's budget or from any opinion of probable cost prepared by Contractor.
f. Provide technical assistance completing environmental reviews.
g. Provide assistance completing applications and obtain funding as needed.
h. Provide construction observation as requested by the City Utility Director or designee.
i. Provide technical assistance on work being performed as required and directed.
j. Provide construction phase engineering services to include analyzing field testing reports and provide recommendations for appropriate rehabilitation procedures. The performance of the construction contract is not Contractor's responsibility nor are Contractor's field services rendered for the construction contractor's benefit. The Contractor is not responsible for any contractor's means, methods, techniques, sequences, procedures and use of equipment, whether reviewed by Contractor or not, and is not responsible for the contractor's failure to carry out the work in accordance with the contract documents or for the acts or omissions of any contractor, subcontractor, any of their agents or employees. Contractor is not responsible for providing legal advice to City in connection with the tendering, drafting or interpretation of construction contracts or any other matter whatsoever.
k. Provide Review of, assessment and approval of submittals and invoices.
l. Provide additional services as may be specifically requested by the City of Las Vegas.

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

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

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

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

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

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees 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 theCity shall have no liability for payment of such taxes or amounts.

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

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

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

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

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

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

11. WORKING FACILITIES: The Contractor may use City offices upon prior written 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 (but not defend) the City, its elected officials, agents and employees from all damages which may arise from his negligent performance under this Agreement. Contractor further agrees to hold the City harmless from all damages for any injury, damages or death sustained by Contractor and his employees, while engaged in the negligent performance of this Agreement.

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection

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

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

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

23. WORKERS COMPENSATION INSURANCE: Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the 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 Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

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

CITY OF LAS VEGAS
Approved By:

Leo Maestas By

Leo J. Maestas, City Manager

Attest:

Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

1/25/22

Scott Aaron, City Attorney

CONTRACTOR:
Stantec Consulting Services Inc.

Signature

Printed Name: Dave Maxwell

Position: Principal

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

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2022-15

PROFESSIONAL ENGINEERING SERVICES FOR
STREET & DRAINAGE IMPROVEMENTS
TO HOT SPRINGS BOULEVARD

2022 Stantec Standard Billing Rate Table - 1

Title	Level	Hourly Rate
Senior Level Management	Level 21	$281
Senior Level Management	Level 20	$270
Senior Level Management	Level 19	$259
Senior Engineer	Level 18	$251
Senior Project Manager	Level 18	$251
Senior Project Manager	Level 17	$248
Senior Transportation Engineer	Level 16	$237
Principal	Level 15	$207
Senior Engineer	Level 15	$207
Senior Project Manager	Level 14	$187
Senior Engineer	Level 14	$187
Senior Transportation Engineer	Level 14	$187
Senior Hydraulic Engineer	Level 14	$187
Client Services Manager	Level 14	$187
Senior Project Engineer	Level 13	$181
Senior Project Manager	Level 13	$181
Project Manager	Level 12	$172
Senior Engineer	Level 12	$172
Project Engineer	Level 12	$172
Senior Civil Designer	Level 12	$172
Grant Specialist	Level 11	$166
Senior Civil Designer	Level 11	$166
Project Engineer	Level 11	$166
Public Relations Specialist	Level 11	$166
Project Manager	Level 10	$153
Project Engineer	Level 10	$153
Civil Designer	Level 10	$153
Senior Civil Designer	Level 09	$147
Civil Engineer	Level 09	$147
Engineering Technician	Level 09	$147
Construction Observer	Level 09	$147
Civil Engineer	Level 08	$136
Civil Designer	Level 08	$136
Engineering Technician	Level 08	$136
CAD Technician	Level 08	$136
Construction Observer	Level 08	$136
Civil Designer	Level 07	$132
Office Administrator	Level 07	$132
Project Management Assistant	Level 07	$132
Construction Observer	Level 07	$132
Civil Designer	Level 06	$124
CAD Technician	Level 06	$124
Construction Observer	Level 06	$124
Project Management Assistant	Level 06	$124
Construction Observer	Level 05	$120
CAD Technician	Level 05	$120
Office Administrator	Level 05	$120
CAD Technician	Level 04	$111
Administrative Assistant	Level 04	$111
Administrative Assistant	Level 03	$99

Field Survey Party Services:

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

Approval Form

Date Submitted: January 24, 2022

Department Submitting: Utilities Department Submitter: Marvin Cordova

Date Re-Submitted after Changes:_____

Documents to Be Reviewed: Professional Services Agreement Deadline: _____

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

_____

Comments: RFP 2022-15 Professional Engineering Services for Street & Drainage Stantec Consulting Services

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

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

☐ ***Changes:***_____ Date:_____

1 _____ 1/25/22
Scott Aaron, City Attorney Review Date

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

2 _____ 1-25-22
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 REGULAR
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: January 11, 2023

Date Submitted: 1/4/23 **Department:** City Clerk

Item/Topic: Discussion/Direction on Public Input for City Council Meetings.

At the last Council meeting, the City Clerk was directed to get legal counsel to give the Governing Body an opinion regarding public input for City Council meetings.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

Revised October 2020

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: January 11, 2023

Date Submitted: 01/05/23

Department: Executive

Item/Topic: Consideration to rescind the IAFF Collective Bargaining Unit Agreement #3911-22 in specific to Article 37 – Compensation and the Pay Plan. At this time, there are different interpretations of the pay plan between IAFF and the City of Las Vegas. The current issues and actual cost of the pay plan as interpreted by both the City of Las Vegas and IAFF must be demonstrated and clarified properly.

Fiscal Impact: Refer to the Pay Scale Comparison Sheets

Attachments:

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

Revised October 2020

Agreement / Contract
No. 3911-22
City of Las Vegas
Date

IAFF

International Association of Fire Fighters

THE LAS VEGAS, NEW MEXICO PROFESSIONAL FIRE FIGHTERS ASSOCIATION

IAFF Local 4625

and

The City of Las Vegas

September 21, 2022 through December 31, 2023

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PREAMBLE

This Agreement is entered into by and between the City of Las Vegas, New Mexico, hereinafter referred to as the "Employer", and the Las Vegas New Mexico Firefighters Association, Local #4625, International Association of Fire Fighters, hereinafter referred to as the "Union". For the purposes of this Agreement, "employee" shall mean any City Fire Department employee covered by this Agreement pursuant to Article 1, herein.

The purpose of this agreement is to maintain harmonious relations between the Employer and the Union, to provide terms and conditions of employment for employees covered hereunder, and to provide a means of amicable and equitable resolution of any and all differences or grievances which may arise under the provisions of this Agreement, all of which the parties hereto believe and affirm will assure the welfare and benefit of the people of the City of Las Vegas.

ARTICLE 1 RECOGNITION

The employer recognizes the Union as the sole and exclusive representative in all matters concerning wages, hours and other terms and conditions of employment for all employees in the bargaining unit in the position of Firefighter and Engineer.

The bargaining unit is established per the City of Las Vegas Labor Management Relations Board in accordance with the Public Employee Bargaining Act NMSA Chapter 10 Article 7E.

ARTICLE 2 DISCRIMINATION

The parties to this Agreement agree not to discriminate against any employee because of race, color, religion, sex, national origin, marital status, membership or non-membership in the union, age, sexual orientations, disability, veteran status, or any other group protected by local, state or federal law. There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for lawful activity on behalf of, or membership in the Union on non-work time and unpaid status.

ARTICLE 3 COMMUNICATION

A. In the interest of creating and maintaining positive, productive, open and honest, communication between labor and management, the parties agree to establish a process for the exchange of information.

B. Should the Employer determine that it is necessary to change, modify or replace existing departmental rules, regulations, policies or procedures affecting bargaining unit members, the Chief or their designee shall advise the Union President and provide them with a copy of the proposed changes. Within ten (10) business days, the Union President will advise the Fire Chief if the Union wishes to meet and discuss the proposed changes.

C. Formulation of a new Fire Chief's Directives, Department SOPs/SOGs, Job Specifications or other department rules and regulations shall be a mandatory topic of discussion of the City Safety Committee.

D. The Employer will provide each member of the bargaining unit a copy of the current Las Vegas Fire Department Handbook. Management will provide any changes or updates of

material contained in the Fire Department Handbook to each employee. It is the responsibility of each employee to keep his or her own handbook up to date when provided with changes or updates. Changes shall be made no later than June 1st for the upcoming fiscal year. No other changes will be allowed after that date.

ARTICLE 4 PAYROLL DUES DEDUCTIONS

Union Dues in the amount certified by the Union Treasurer will be deducted by the employer from the bargaining unit member's paycheck and deposited in to the bank account specified by the Union in writing. Initial payroll deductions will be stipulated in writing by each individual member. Any changes in dues deductions will be certified in writing by the Union Treasurer. A copy of the Union's By-Laws and signature cards from the members will be made available upon request. Changes shall be made once each fiscal year by written notification to the City's Human Resource Office no later than June 1st for the upcoming fiscal year. No other changes will be allowed after that date.

ARTICLE 5 BULLETIN BOARDS

The Employer shall provide bulletin board space at each fire station where bargaining unit members are staffed for the exclusive use of the Union. The bargaining unit members will provide the board and agree to post only appropriate professional material on the bulletin board. Any posting of inappropriate material or nature will result in the loss of the privilege to post on the board.

ARTICLE 6 MANAGEMENT RIGHTS

The Employer's rights shall include, but are not limited to the following:

A. To direct and supervise all operations, functions and the work of employees;

B. To determine the details of accomplishing shift staffing requirements, to create, abolish or eliminate or reorganize work units;

C. To determine the need for, and the qualifications of, new employees, and to determine the qualifications for employees considered for transfer and promotions;

D. To determine the nature and content of personnel examinations;

E. To hire, promote, assign, transfer, discipline, demote, suspend, discharge or terminate employees;

F. To take actions as may be necessary to carry out the mission of the employer in emergencies.

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

ARTICLE 7 UNION RIGHTS

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

B. Employees may be granted vacation leave or leave-without-pay for Union business, with five (5) days notice.

C. The Employer shall allow the Union President, other Union Officers, or union members designated by the President to attend, on paid status, meetings in which the employer requests the assistance of the union president.

D. The Fire Department training/meeting rooms will be made available with proper notice for Union monthly membership meetings, Executive Board meetings, and special meetings. Employees who are on-shift will be permitted to attend such meetings provided that departmental operations are not impacted. Such meetings will be scheduled at times that will not hinder normal operations. The person or persons on duty during such meetings will respond to all emergency calls immediately upon dispatch.

ARTICLE 8 JURY DUTY

The City's current policy on Jury Leave shall apply to all bargaining unit members

ARTICLE 9 VACATION LEAVE

Bargaining Unit employees will accrue vacation leave in accordance with City Policy.

ARTICLE 10 FAMILY AND MEDICAL LEAVE

The City's policy regarding Family and Medical Leave Act in accordance with Federal Law shall apply to bargaining unit members.

ARTICLE 11 LEAVE TO VOTE

A. Bargaining Unit employees will be granted leave to vote in accordance with State and Federal Law.

B. The Fire Chief shall schedule leave to vote and may require bargaining unit members to show proof of voter registration.

C. Employees released from work to vote shall proceed directly to their precinct polling station to vote, and shall return to their duty station immediately after casting the ballot.

ARTICLE 12 SENIORITY

A. Seniority for the purpose of this contract shall be defined as length of continuous unbroken service within the fire department commencing upon the employee's date of hire. Continuous unbroken service shall not be considered to have been interrupted by periods of approved leave-without-pay or an approved temporary leave of absence.

B. Time-in-position seniority is defined as the length of continuous service an employee has in their current classification/job position. The employee's date of promotion begins as the date of employment in the current classification/job position. Voluntary reassignment, voluntary transfer, voluntary promotion or termination breaks time-in-position seniority.

C. Whenever two people have the same date of hire, then the tie will be broken by the use of lottery numbers, the lowest number becoming the most senior employee.

ARTICLE 13 INSURANCES

Bargaining unit employees will be eligible for the same insurance benefits as offered to other City employees at the current percentages applicable to premium payments. Those premiums currently are:

Health Insurance:	Employer pays 75% Employee pays 25%
Dental Insurance:	Employer pays 50% Employee pays 50%
Life Insurance:	Employer pays 100%
Disability Insurance:	Employee pays 100%
Vision Insurance:	Employer pays 50% Employee pays 50%

ARTICLE 14 LICENSURE

The City of Las Vegas will continue to offer refresher training, however, it shall remain the responsibility of bargaining unit employees to maintain EMT licensure in accordance with the position requirements and law at a level of EMT-B or higher. The City of Las Vegas shall pay for all assigned refreshers (one (1) per year) and may make available additional continuing education hours for re-licensure.

ARTICLE 15 UNIFORMS

A. Uniforms will be replaced as determined by the Fire Chief.

B. Bargaining unit employees shall be responsible for maintenance, upkeep, and appearance of their uniforms. Uniforms are subject to inspection by the Fire Chief.

ARTICLE 16 UNIFORM ALLOWANCE

Uniform allowance of $400.00 annually, paid in two installments of $200.00. Bargaining Unit employees will receive one payment of $200.00 in July and one payment of $200.00 in January of each fiscal year. Employees shall net $200.00 per payment. Uniform Allowance payments will be itemized on employees' pay checks.

ARTICLE 17 PHYSICAL FITNESS

A. The firefighting profession requires each member to maintain a high degree of physical fitness for the safety of the individual and the citizens they serve. It is agreed that all personnel will participate in the wellness program in order to improve on personal fitness and maintain efficient job performance.

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

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

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

ARTICLE 17.1 FATIGUE RISK MANAGEMENT

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

This policy shall include sections including:

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

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

ARTICLE 18 LABOR MANAGEMENT COMMITTEE

A. If during the term of this agreement the parties agree there is a need for a Labor Management Committee such a committee shall be formed as follows:

1. The committee shall meet at least once per quarter at mutually agreed upon times and places.
2. The Association and the Employer shall each appoint two members unless otherwise agreed.
3. The Committee shall be free to address any topic of mutual concerns to the parties.
4. It is understood and agreed that the outcome of the meetings shall not be considered as constituting a binding agreement of the parties unless specifically so stated in writing.
5. This committee is not empowered to negotiate or change the collective bargaining agreement.

B. The Fire Chief or his designee, and a President of the Association may meet as needed at mutually agreed upon times and places to discuss possible conflicts or problems that may arise and try to resolve them at the lowest possible level. By mutual agreement items may be referred to the Labor Management Relations Committee should such a committee be formed.

ARTICLE 19 CITY SAFETY COMMITTEE

A. The purpose of the Safety Committee is to review policies and recommend modifications as necessary to the City Manager. The committee shall meet bi-annually or as required by management.

B. In accordance with the City's Safety and Health Policy, the Safety Committee shall include two bargaining union members.

C. The IAFF President shall make his/her appointments of the two bargaining members for the Safety Committee.

D. Union members may attend safety meetings on paid status.

ARTICLE 20 DISCIPLINARY ACTION

A. Employees may be disciplined for just cause. A progressive discipline process shall be utilized, if appropriate. The level of discipline shall depend on the seriousness of the infraction, and the employee's previous work/discipline record. Based on the severity of the action, an employee may be subject to discipline up to and including termination.

B. Types of discipline
   a. Letter of Reprimand
   b. Suspension from work without pay
   c. Demotions
   d. Dismissal/Discharge for cause

C. An employee against whom disciplinary action is contemplated will be provided with written charges and afforded the opportunity to respond to the charges in writing within three (3) days of receipt of such notice. An employee may also request a pre-disciplinary meeting with the Chief or designee, within the three (3) day period, for any disciplinary action involving suspension, demotion, or termination. The pre-disciplinary meeting will provide the employee an opportunity to present information regarding the situation which gave rise to the contemplated disciplinary action. Following the pre-disciplinary meeting, the Chief or designee will inform the employee whether he will forward a recommendation of suspension, demotion, or termination to the City Manager. Written charges will be presented to the employee once management believes it has sufficient information to proceed with charges against the employee.

D. Should the Chief forward a recommendation for suspension, demotion, or termination to the City Manager, an employee shall have the right to a pre-disciplinary meeting with the City Manager. The meeting will afford the parties an opportunity to discuss the contemplated disciplinary action and provide the employee an opportunity to provide information regarding the situation which gave rise to the contemplated action. The City Manager shall provide the employee with a written decision within fourteen (14) calendar days following the pre-disciplinary meeting.

E. No pre-disciplinary meetings shall be required prior to the issuance of a written reprimand.

F. Disciplinary action as defined in B. above may be appealed by the affected employee through the grievance and appeal process as provided in the Agreement under Article 21.

G. If the appeal of the disciplinary action is not satisfactorily resolved at the City Manager level, it may be submitted to final and binding arbitration as per Article 21 of this agreement.

H. If no appeal is requested, the disciplinary action shall be final subject to review by the Human Resource Director/Officer and is subject to the approval and signature of the City Manager.

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

ARTICLE 21 DISCIPLINARY APPEAL, GRIEVANCE AND ARBITRATION PROCEDURES

A. A Grievance is defined as a written formal complaint alleging a violation, misapplication, or misinterpretation of any of the provisions of this Agreement or City Personnel Rules

and Regulations. Appeal of disciplinary actions as defined in Article 20 shall also be accomplished through this process. Employees are obligated to attempt to resolve a grievance at the lowest level possible prior to filing a written grievance at Step 1 of this process.

B. Grievances/appeals shall be filed by the individual employees or by the exclusive representative on behalf of an individual employee or a group of employees. The grievance/appeal shall be signed by the aggrieved employee or employees and/or the Union representative.

C. An individual employee may present a grievance/appeal under the provisions of this Article without the intervention of the Union and have the grievance/appeal adjusted as long as (1) the adjustment is consistent with the terms of this Agreement, and (2) the employee is responsible for all expenses incurred at any hearing or meeting on a grievance/appeal brought by the individual employee. The Union shall be afforded the opportunity to be present and make its views known. In a situation where the employee has elected not to use the Union's services, and is requesting arbitration the employer and the employee shall deposit $3000.00 each in an escrow account for the payment of arbitration.

D. The written grievance/appeal shall include:

   a. The employee/grievant's name, job, title, department;
   b. The Union representative/steward's name, address and telephone number; if applicable.
   c. The Article(s) of this Agreement or section of the Personnel Rules and Regulations alleged to have been violated;
   d. The date the incident or violation occurred;
   e. The Management employee, if any, against whom the action is filed;
   f. A description of the alleged violation providing more than just the Article or Section identification.
   g. If the phrase "to be made whole" is used in the relief requested, the grievant shall specify what specific relief is desired. The relief requested shall include a specific statement describing the grievant's settlement request; and
   h. The signature and date of the grievant and the Union representative.

E. A written grievance/appeal shall be presented to the employee's Immediate Supervisor within ten (10) working days of the action that gave rise to the grievance or appeal, or of the date the employee became aware of the action. If the grievance/appeal is not resolved within ten (10) working days of the date of the grievance/appeal was filed with the immediate supervisor, the grievance/appeal may be advanced to the Fire Chief or designee.

F. If the grievance/appeal is not resolved within ten (10) working days of the date of the grievance/appeal was filed with the Fire Chief or designee, the grievance/appeal may be advanced to the City Manager.

G. If the issue is not resolved at the Fire Chief or designee level, the grievance/appeal may be advanced to the City Manager by presenting the written grievance/appeal to the City Manager within ten (10) working days of the filing with the Department Head. This means within ten (10) working days of the initial filing of the grievance/appeal with the Department Head. The parties will mutually agree on a date, time, and place to meet and attempt to resolve the grievance/appeal. If the issue is not resolved within ten (10) working days of the filing with the City Manager, the grievance/appeal may be advanced to arbitration.

H. The grievance/appeal is advanced to arbitration by presenting such written notice to the City Manager within fifteen (15) working days of the initial filing at the City Manager level.

I. Within ten (10) working days of the filing of the written notice of advancement to arbitration, a request for an unrestricted list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) shall be submitted by the parties. The request for this list of arbitrators shall be signed by both parties.

J. Within ten (10) working days of receipt of the arbitrator list, the parties shall meet to select an arbitrator.

K. The selection of the arbitrator shall be accomplished by the parties alternating striking of names until only one name remains. The remaining name shall be the arbitrator. Who strikes the first name is determined by the flip of a coin.

L. The Arbitrator shall render a final and binding decision. This decision of the arbitrator is subject to judicial review in accordance with the New Mexico Uniform Arbitration Act. The parties shall share the cost of the arbitrator equally.

M. The Arbitrator's duties, responsibilities, and limitations are governed by the City's Labor Management Relations Ordinance.

N. This is the only internal grievance and appeal process available to bargaining unit employees.

O. Working day is defined as days that the administrative offices of the City are open for business. Any deadline that falls on a day that the administrative offices of the City are not open for regular business shall extend into the next day that the City Administrative Offices are open for business.

P. Waiver of Grievance. If the Union/bargaining unit member fails to proceed to successive levels of the grievance procedure within the time period specified, they shall be conclusively deemed to have waived and abandoned the grievance. If the employer fails to respond to a filing step, the grievance will be automatically advanced to the next step.

Q. Expiration. If any eligible employee terminates or is terminated from employment with the City for any reason, any grievance previously filed by the employee who is in process

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

ARTICLE 22 OUTSIDE EMPLOYMENT/VOLUNTEER WORK

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

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

ARTICLE 23 SAFETY

Safety is an integral part of the responsibilities of all employees. The employer will continue to provide healthful and safe working conditions. Employees shall comply with such rules, regulations and practices as may be prescribed for the conduct of employees in order to provide a safe work environment, in accordance with the City's Safety and Health Policy. The employee shall notify his/her immediate supervisor of any unsafe or hazardous working conditions. The employer will take appropriate action to correct unsafe or hazardous working conditions as required by law. The Employer, through the Safety Office, will provide safety training on an as needed basis.

ARTICLE 24 SAFETY EQUIPMENT

A. The Employer shall provide all necessary safety equipment to employees in the fire department. The equipment to be supplied shall include fire fighter turnout gear, boots, gloves, hearing protection and goggles, eye protection, splash protection, masks and other equipment designed for blood and airborne pathogen protection, Self-Contained Breathing Apparatus (SCBA) fitted face mask, structural fire helmet, face shield and nomex hood, steel-toed safety boots, wildland firefighting boots, wildland pants and jacket/shirt, wildland gloves, wildland helmet, goggles, radio harness, wildland pack and safety flares.

B. All issued gear shall be compliant with the current NFPA 1971, 1972 and New Mexico State OSHA standards. All issued gear shall be tracked and inventoried on a regular basis. Replacement shall be on an as-needed basis.

C. All respiratory protection equipment shall meet and be maintained in a manner consistent will all applicable NFPA and New Mexico State OSHA standards.

ARTICLE 25 HOURS OF WORK

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

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

Days of Cycle:
Shift:

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

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

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

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

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

ARTICLE 26 SHIFT EXCHANGE

For the period of this Agreement the parties shall recognize the City of Las Vegas Fire Department Shift Exchange Policy dated 2/13/2009.

ARTICLE 27 DRUG AND ALCOHOL TESTING

The parties agree that substance abuse will not be tolerated in the Fire Department. In recognition of the need to maintain a drug and alcohol-free workplace the employer has adopted a drug and alcohol policy (Refer to Current City Drug & Alcohol Policy). Management may at any time amend this policy; however, the employer agrees to submit to the Safety Committee any proposed amendments to the policy. Management may consider any recommendations from the Safety Committee.

ARTICLE 28 VACANCIES

Vacancies will be announced as per the City of Las Vegas Code Book Chapter 66. Personnel Rules and revisions thereof.

ARTICLE 29 PRIVATIZATION AND CONTRACTING OUT

A. The Employer agrees that prior to privatizing or contracting out bargaining unit positions, the Union will be allowed to submit input in writing no later than ten (10) working days, to the office of the City Manager, with a copy delivered to the Human Resources Department. A written response shall be given to the Union no later than ten (10) business days.

B. The Employer agrees that it will formally inform the Union of any and all pending changes which will result in the loss of full time equivalents or bargaining unit positions upon receiving information of such pending changes.

ARTICLE 30 PERSONNEL RECORDS

A. The employees' Official Personnel files will be maintained in the Human Resources Office. Employees, or their designee, by written authorization, may review the employees' files by appointment during the regular business hours of the Human Resources Office. Such review shall not interfere with the employees' work time.

B. Employees may obtain copies of material in their personnel file. Employees may obtain one copy of their personnel record annually at no charge, there after a fee of $1.00 per copy up to ten (10) pages will be charged. Copies beyond ten (10) pages will be provided at $0.50 per page.

C. Employees may submit a rebuttal to any material that is placed in the employees' personnel file. Such rebuttal must be submitted within thirty (30) calendar days of the effective date of the material in question.

D. Employees may request in writing that letters of commendation or certificates of completion of training be placed in their file. A Human Resources Officer shall determine if such material appropriate for placement in the employee's file.

E. The Human Resources Personnel File is the official employment history of the employee and shall not be purged except by order of an arbitrator or judge of competent jurisdiction.

ARTICLE 31 PERA

City and Employees contribution rates for PERA shall be the Employer contribution rate for PERA to be 75% and Employee contribution rate for PERA to be 25%.

ARTICLE 32 COMPENSATION

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

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

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

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

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

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

ARTICLE 33 EDUCATIONAL PAY

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

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

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

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

- Hazardous Materials: Awareness & Operations
- Firefighter I & II
- Structural Firefighting
- Extrication
- Flammable and Combustible Liquids
- Driver Operator
- Pump Operations
- Emergency Medical Technician
- Emergency Medical Refresher
- Rope Rescue I & II
- ICS 100, 200, 800

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

for any city business, all insurance and registration must be up to date and provided to the Fire Chief prior to approval.

ARTICLE 34 CALL-BACK COMPENSATION

Bargaining unit employees in an off duty status will receive a minimum of two (2) hours of alarm calls. Bargaining unit employees will be compensated for all hours actually worked and such time will be considered time worked for the purposes of computing FLSA overtime.

ARTICLE 35 SICK LEAVE INCENTIVE

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

ARTICLE 36 HOLIDAY PAY

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

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

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

ARTICLE 37 LIABILITY COVERAGE

Should a member of the bargaining unit be sued in a civil action for any allegations arising out of the course and scope of their employment, the Employer will defend and indemnify that employee pursuant to the requirements of the New Mexico Tort Claims Act, Section 41-4-1, and et. Seq., NMSA 1978, (as amended).

ARTICLE 38 SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be declared invalid by the City of Las Vegas Labor Management Relations Board or any court of competent jurisdiction, the validity of the remaining portions shall not be affected.

ARTICLE 39 TERMS OF AGREEMENT

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

ARTICLE 40 AUTHORIZED SIGNATURES AND ATTEST

IN WITNESS WHEREOF, the parties have executed the amendments to this Agreement on this 21st Day of September, 2022.

Louie Trujillo, Mayor — Date: 9/20/22

Leo Maestas, City Manager — Date: 9/21/22

L A Sena, President IAFF Local 4625 — Date: 9/21/2022

ATTEST:

Casandra Fresquez, City Clerk — Date: 9/21/22

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

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