



City of Las Vegas

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

Madam Mayor Tonita Gurulé-Girón

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
September 18, 2019–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Avenue**

(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES (August 14th Special Meeting, August 14th Work Session, and August 21st, 2019 Regular)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS**
- VIII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
- IX. **PUBLIC INPUT**
(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)
- X. **PRESENTATIONS (Not to exceed 10 minutes per person)**
 - Presentation by Kathleen Dudley on 5G.
 - Presentation by Utilities Director Maria Gilvarry on the Waste Water treatment system process and permits.
- XI. **CITY MANAGER'S REPORT**
- XII. **FINANCE REPORT**
- XIII. **CONSENT AGENDA**
(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)

1. Approval of Resolution 19-48 for the participation in the local government road fund program match waiver which is administered by the New Mexico Department of Transportation (NMDOT) in the amount of \$80,878.10.

Danny Gurule, Interim Public Works Director As per NMDOT submittal criteria for Call for Projects, it is required that a Resolution of support from our Local Governing Body be attached to Match Waiver request, for the plan, design, construction, construction management, reconstruction, pavement rehabilitation, drainage improvements and miscellaneous construction to National Ave. from 12th St. down Bridge St., around Plaza Park to include Camino de Las Escuelas, South Gonzales St., South Pacific St. to end at Moreno St., and Hot Springs Blvd., North Gonzales St., to end at Valencia St.

2. Approval of Resolution 19-49 assuring the City of Las Vegas supports a request for a one year extension to Project No. Sp-4-19(957) COOP grant due to weather delays.

Danny Gurule, Interim Public Works Director As part of the Cooperative Agreement submittal criteria for New Mexico Department of Transportation, it is required that a Resolution of support from our Local Governing Body assuring the support for a time extension on the plan, design, construction, construction management, reconstruction, pavement rehabilitation, drainage improvements and miscellaneous construction to Keen St. from Grant St. to West National and West National St. from Keen St. to South Pacific Ave.

3. Approval of Resolution 19-51, Recommendation to award Engineering Services to Molzen Corbin for Salazar/Romero Street.

Danny Gurule, Interim Public Works Director As per City regulations it is required a Resolution of Support from our Local Governing Body to Award Molzen Corbin Engineering services for the Topographic Survey, Geotechnical Investigation, Plan, design, construction, construction management, reconstruction, pavement rehabilitation, drainage improvements and miscellaneous construction, as well as prepare Final Construction Documents, Submit Plans and Specifications of 100%, prepare Final Construction Documents for Advertisement as well as Submitting all Closing Documents on Romero/Salazar Street.

4. Approval of Resolution #19-50, 2021-2025 Infrastructure Capital Improvement Plan (ICIP) for the City of Las Vegas Senior Center.

Wanda Salazar, Senior Center Manager The Department of Finance Administration, Local Government Division (DFA/LGD) recommends

that municipalities prepare and submit an Infrastructure Capital Improvement Plan (ICIP). The ICIP is a five (5) year plan to establish priorities for anticipated capital improvement projects; it is developed and submitted annually. The ICIP plays an integral part in priority setting and decision making at the state level and upcoming legislature.

XIV. BUSINESS ITEMS

1. Approval/Disapproval of International Association of Fire Fighters (IAFF) Local 4625 Agreement.

Billy Montoya, Fire Chief The City entered into contract negotiations with IAFF for purposes of negotiating a partial contract for 2019. The International Association of Fire Fighters Local 4625 has ratified and approved the collective bargaining agreement between the City of Las Vegas and the Las Vegas NM Professional Fire Firefighter Association

XV. COUNCILORS' REPORTS

XVI. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.
- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.

XVII. ADJOURN

ATTENTION PERSONS WITH DISABILITES: 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 Web-site, and to be televised on Comcast.

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

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL SPECIAL MEETING HELD ON WEDNESDAY, AUGUST 14, 2019 AT 4:30 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Tonita Gurulé-Girón

COUNCILORS: David G. Romero
Barbara A. Casey
Vincent Howell
David A. Ulibarri, Jr.

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Danielle Sena, Recorder
Esther Garduno Montoya, City Attorney
Eric Padilla, Commander

CALL TO ORDER

Meeting was called to order at 4:30 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Howell asked for a moment of silence to protect the police officers in Philadelphia from the shooting incident and to keep the community safe and also to give the Governing Body the guidance to do the right thing.

Mayor Gurulé-Girón recognized and thanked State Auditor Brian Colon for being there.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as presented. Councilor Romero and Councilor Howell both seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David G. Romero	Yes
David A. Ulibarri, Jr.	Yes	Barbara Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

PUBLIC INPUT

Amber Quintana spoke about being frustrated along with fellow Las Vegans to see their town literally crumbling around them. Ms. Quintana advised the water system is a complete mess, the roads and their government. Ms. Quintana advised she feels amazed when she reads about all the allegations that are circling the office of the Mayor and is there to witness the meltdowns that happen at City Hall. Ms. Quintana advised she is disgusted when she learned that contractors are being robbed of an opportunity to make their town great and keep it a livable place to be proud of and call home. Ms. Quintana advised she is appalled when she reads about kickbacks, bid rigging, collusion and racial abuse by the person who is supposed to be leading their town. Ms. Quintana advised she is inspired to see so many Las Vegans coming out asking questions and being critical with things that are happening. Ms. Quintana advised she hopes everyone shows up next week for the regular council meeting to voice their concerns because their local government has gotten too complacent in the idea that they are not going to ask questions or push back. Ms. Quintana urged everyone to keep participating, get more people involved, keep asking questions and keep bringing up the issues until they are unignorable.

Chris Armijo thanked the Governing Body for their consideration once they go through the budget and the negotiated item they have with the City of Las Vegas for AFSCME Local 2851. Mr. Armijo advised he is a staff representative out of AFSCME Council 18 out of Albuquerque. Mr. Armijo thanked the negotiating team for the City and advised things went smoothly and probably the quickest they've ever gotten a contract done. Mr. Armijo requested for the Council to look over a Souder Miller Associate contract to find out what the role is of Souder Miller to train their membership at WasteWater. Mr. Armijo advised there have been a couple of issues that have come out of that, one of their union members was assaulted by a supervisor and is a great concern to them.

Mr. Armijo advised they had IPRA requests done and some were incomplete and will follow up with more. Mr. Armijo advised in the best interest of the City of Las Vegas, that the discussion should be made as far as the role with Souder Miller and the training they are supposed to afford to their membership which they haven't. Mr. Armijo advised there has been a long brewing tempest that has been going on. Mr. Armijo advised it was brought to the attention of the Utilities Director and it hasn't been resolved and now it ended with the assault on their membership.

CONSENT AGENDA

1. Approval of Resolution No. 19-37, establishing the location of the Election Day polling places for the Municipal Officer Election conducted in 2020.

Councilor Howell made a motion to approve resolution No. 19-37, establishing the location of the Election Day polling places for the Municipal Officer Election conducted in 2020. Councilor Ulibarri, Jr., seconded the motion.

Resolution No. 19-37 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION NUMBER 19-37**

A Resolution Establishing the Location of Election Day Polling Places for the Municipal Officer Election Conducted in 2020

WHEREAS, pursuant to the New Mexico Statutes Annotated 1978, Section 1-3-2 (2019) in June or July of each odd-numbered year, the Governing Body shall establish polling places and consolidate precincts; and

WHEREAS, the Governing Body of the City of Las Vegas finds that establishing polling places will not result in delays in the voting process, are centrally located along with the Early Voting location and meet the requirements of NMSA 1978, Section 1-3-4 (2019), and will be available to voters of all precincts in the City of Las Vegas to cast a vote at the designated polling place; and

WHEREAS, the Governing Body of the City of Las Vegas finds that the polling places provide individuals with physical mobility limitations unobstructed access to at least one voting machine; and

NOW, THEREFORE, BE IT RESOLVED that:

All precincts and portions of precincts that fall within the municipal boundaries of the City of Las Vegas shall be combined into two polling places.

The Governing Body of the City of Las Vegas designates the Election Day polling places (voting convenience center) for the Municipal Officer Election to be conducted on March 3, 2020 as follows:

Robertson High School Michael Marr Gymnasium
1238 4th Street
Las Vegas, NM 87701

West Las Vegas "Gillie Lopez" Gymnasium
157 Moreno Street
Las Vegas, NM 87701

Early Voting will be conducted in the office of the Municipal Clerk located at 1700 N. Grand Avenue, Las Vegas, NM 87701

PASSED, APPROVED, and ADOPTED this 14th day of August 2019.

Tonita Gurulé-Girón, Mayor

SEAL

ATTEST:

Casandra Fresquez, City Clerk

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

Barbara Casey	Yes	David A. Ulibarri, Jr.	Yes
David G. Romero	Yes	Vincent Howell	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

BUSINESS ITEMS

1. Approval/Disapproval of Resolution #19-39 to approve the Final 2018-2019 DFA Financial Report for submission to DFA Local Government Division.

Interim Finance Director Tana Vega advised the Finance Department is seeking approval/disapproval of resolution #19-39 to approve the Final 2018-2019 DFA quarterly report.

Councilor Casey asked if it was regarding the local government budget management system report.

Interim Finance Director Vega advised yes.

Mayor Gurulé-Girón asked to explain on the actual recap the changes of revenue and actual increases.

Interim Finance Director Vega advised the changes are to the final budget as presented on July 26th and those changes do not affect the quarterly report.

Mayor Gurulé-Girón asked how it would affect the operating budget.

Discussion and questions took place regarding the 2020 budget and cash transfers that were made as far as operating transfers to various funds.

Councilor Casey advised it's always nice to see money coming in but had questions regarding changes to the expenditures with a decrease in the fire protection fund.

Interim Finance Director Vega advised under increases and decreases of beginning cash, the anticipated beginning cash on the preliminary was reduced to the final cash balance and did get an increase in their grant from the fire protection but had to reduce expenditures in order to balance that budget.

Councilor Casey asked if there was still a balanced budget due to increases and changes to the expenditures.

Interim Finance Director Vega advised they did have a balanced budget but had to decrease expenditures in the road and street projects because the actual cash balance was less than they anticipated in the preliminary.

Councilor Howell asked about municipal streets having an increase and where it came from.

Interim Finance Director Vega advised when preparing the preliminary budget the beginning cash balance has to be estimated due to other expenditures that occur in the month of June and since the preliminary budget has to be submitted by June 1st, they still have a month of total expenditures and the anticipated

expenditures that she expected to occur did not occur which left the additional cash balance.

Discussion and questions took place regarding what streets would be fixed, what road projects would be addressed, DOT monies used for those projects, repair of potholes and a decrease in lodger's tax.

Councilor Romero asked what percentage is DOT money under municipal streets.

Interim Finance Director Vega advised she would get back to him on that and most of the funds in 216 are coming from gasoline and GRT taxes.

Interim City Manager Ann Marie Gallegos advised there is funding for the Mountain View project, the Romero Street and Old National project and Legion Drive.

Discussion took place regarding the CDBG money and if the CDBG project is funded.

Councilor Howell asked where Souder Miller is budgeted and if it was included in the cash balance increase or decrease.

Interim Finance Director Vega advised they are budgeted in the WasteWater funds and on the chart of accounts its budgeted in the 610 funds and for the Water Treatment Plant is budgeted in the 640 funds.

Discussion took place regarding how much they were allotting to Souder Miller.

Utilities Director Maria Gilvarry advised the Souder Miller contract is on an as needed basis and for emergencies

Councilor Ulibarri, Jr., asked about a decrease in the road street projects and if those are streets they are working on or is it going to affect some of the streets.

Interim Finance Director Vega advised it could have been that some funding did not come in and anticipate receiving those funds in 2020.

Councilor Casey made a motion to approve Resolution #19-39 to approve the Final 2018-2019 DFA Financial Report for submission to DFA Local Government Division. Councilor Ulibarri, Jr., seconded the motion.

Resolution No. 19-39 was presented as follows:

**STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION NO. 19-39
FINAL 2018-2019 DFA REPORT**

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2018-2019; and

WHEREAS, the final quarterly report has been reviewed and approved to ensure the accuracy of the beginning balances used on the FY 2019-2020 Budget; and

WHEREAS, it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for fiscal year 2018-2019.

NOW THEREFORE, BE IT HEREBY RESOLVED that the governing body of the City of Las Vegas, State of New Mexico hereby approves the final quarterly report for FY 2018-2019 hereinafter described as Attachment and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved: In the Special Council Meeting this 14th day of August, 2019.

Tonita Gurule-Giron, Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduno Montoya, City Attorney

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

Vincent Howell	Yes	Barbara Casey	Yes
David G. Romero	Yes	David A. Ulibarri, Jr.	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

2. Approval/Disapproval of Resolution No. 19-40 to adopt the Final FY 2019-2020 Budget for the submission to DFA Local Government Division.

Interim Finance Director Tana Vega advised the Finance Department is requesting the approval/disapproval of resolution No. 19-40 for the City of Las Vegas final FY 2019-2020 Budget submission to DFA.

Discussion took place regarding if there were any economic factors impacting the budget, if there is enough money to cover loans or grants with matching funds, how much money was in the reserves, if there is money to cover a huge expenditure if something would happen, how sustainable are the revenues that they have and if they have enough money in the Capital budget to cover the projects in the ICIP.

Councilor Casey asked if there were any unanticipated expenses.

Interim Finance Director Vega advised they do need to start addressing City buildings that are in need of repairs.

Councilor Casey asked if there were any unanticipated revenue declines.

Interim Finance Director Vega advised no.

Discussion took place regarding Geo bonds for the Library and the contract for Souder Miller, the dollars they have allotted to them and if it is more than the contracted amount.

Councilor Romero asked about increasing the minimum wage pay for starting positions.

Interim City Manager Ann Marie Gallegos advised the regulation would be changing in January to go up to nine dollars and have set aside if Mayor and Council approve it the seventy five cents and also looking at people's experience and increasing pay based off a pay scale.

Councilor Ulibarri, Jr., asked if the recreation center had a decrease or increase.

Interim Finance Director Vega advised it was an increase in cash balance.

Councilor Howell advised there should be a discussion item to discuss the wages.

Interim Finance Director Vega advised they budgeted up to nine dollars and the Legislature increased health insurance and PERA increased for the employer so they had those additional costs and had to see how it would affect the final cash balances.

Councilor Howell advised the discussion he's talking about does not only include wages and salary but more of a comprehensive in discussing what they need.

Mayor Gurulé-Girón advised that was a great idea and have discussed previously that they would look at increasing the budget for a nine dollar increase.

Councilor Casey asked if what the Senior Center was awarded at the County Commission meeting was reflected in the budget or would come in as a budget adjustment.

Interim Finance Director advised it was budgeted in the preliminary and was anticipating it.

Councilor Romero asked about Souder Miller being there full time.

Utilities Director Maria Gilvarry advised they do have one Souder Miller employee at WasteWater who is there five days a week and other employees that go in as needed when they have issues or need training and are available.

Mayor Gurulé-Girón asked to explain why they have them on full time and the importance of the position.

Utilities Director Gilvarry advised Water and WasteWater are unique in the ability to run a Water and WasteWater plant falls under an operator certification program through the State and they are required to do permitting and have certified level IV operators at the plants through the State.

Utilities Director Gilvarry advised they do not have a level IV at the Water plant but the Souder Miller employee is a level IV and at the WasteWater plant one person holds a level IV and he's in the lab.

Utilities Director Gilvarry advised they had an inspection by the Environment Department and advised they needed multiple level IV's and couldn't operate with just one because if they get sick or on vacation, they must have a back-up.

Utilities Director Gilvarry advised they do have staff from Souder Miller who hold the State of New Mexico certifications that are authorized to operate the plants and clearly in the regulations for operators certification says, "if you do not hold a proper level you cannot make a process change, you must hold that level or be supervised by someone who holds that level."

Utilities Director Gilvarry advised that is a short summary generally speaking they cannot operate the plants without the proper certification and have multiple people with those certifications in case of illness, vacations or emergencies.

Discussion took place regarding the Souder Miller contract, other Souder Miller employees working at the plants and the duties of City employees.

Councilor Howell asked if Souder Miller is supposed to mentor City employees and get them prepared to be a level IV operator.

Utilities Director Gilvarry advised that is part of the job and the primary job is to keep the plant from failing and advised when Souder Miller first got there the plant was dead, they didn't have live bugs and was not processing at all.

Discussion took place regarding Souder Millers priorities to get the plant back proper conditions.

Councilor Casey asked if there is money in the budget to provide money for employees to get any specific training they may need.

Interim Finance Director Vega advised yes, each budget includes for employee training.

Councilor Casey asked if employees go to the trainings first then get reimbursed or do they get the classes paid for.

Interim Finance Director Vega advised registrations for training is paid for by the City and for expenses can choose to go per diem or actuals which is out of pocket and provide accounts payable with all the receipts that they expended.

Councilor Casey asked if they have to test for a certification at any time.

Interim Finance Director Vega advised its covered by the City under employee training under 7203 in the budget.

Discussion took place regarding a program in Sacramento that has a distance learning program to prepare students for Water and WasteWater level certifications.

Councilor Casey made a motion to approve Resolution No. 19-40 to adopt the Final FY 2019-2020 Budget for the submission to DFA Local Government Division. Councilor Howell and Councilor Ulibarri, Jr., both seconded the motion.

Resolution No. 19-40 was presented as follows:

**STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION NO. 19-40
2019-2020 FINAL BUDGET ADOPTION**

WHEREAS, the Governing Body in and for the Municipality of the City of Las Vegas, State of New Mexico has developed a Final Budget for fiscal year 2019-2020 , and

WHEREAS, said budget was developed on the basis of need and through cooperation with all department users, department supervisors, City Administration and elected officials, and

WHEREAS, the official meeting for the review of said documents was posted publicly on August 11, 2019 in compliance with the State Open Meetings Act, and

WHEREAS, it is the majority opinion of this governing body that the Final Budget meets the requirements as currently determined for fiscal year 2019-2020.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby adopts the budget hereinabove described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

RESOLVED: In session this 14th day of August, 2019.

MUNICIPAL GOVERNING BODY
LAS VEGAS, NEW MEXICO

TONITA GURULE-GIRON, MAYOR

ATTEST:

CASANDRA FRESQUEZ, CITY CLERK (SEAL)

APPROVED FOR LEGAL SUFFICIENCY:

ESTHER GARDUNO MONTOYA, CITY ATTORNEY

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

David G. Romero	Yes	Barbara Casey	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

3. Approval/Disapproval of the American Federation of State, County and Municipal Employees (AFSCME) Local 2851 Agreement.

Utilities Director Gilvarry introduced AFSCME Council 18 representative Chris Armijo, Abraham Maestas and Michael Blaire and advised the negotiation took three weeks and made compromises on both sides and came up with a very good contract providing a pay raise for hard working staff members as well as four changes.

Utilities Director Gilvarry advised one change was on pg. 4, when making a call to their union representative it was five minutes and changed it to ten minutes to address any concerns they may have, the second change was on pg. 9, under the rest period they added if an employee is deemed unfit to perform duties and sent home said employee can choose unpaid leave or vacation leave, third change was the (.75) cent pay increase for AFSCME and non-bargaining members and the fourth one was on pg. 17, under increment pay/longevity was at (0.07) cents per year and changed to (0.13) cents per year.

Councilor Romero asked if the City was using Martinez and Associates to bargain.

AFSCME Council 18 representative Chris Armijo advised they did not use them this year and thinks they have enough staff on hand that are perfectly capable to manage negotiations.

AFSCME Council 18 representative Chris Armijo advised he appreciated the Council for taking it into consideration and recognizing the City's most valuable resources which are the employees.

Councilor Howell made a motion to approve the American Federation of State, County and Municipal Employees (AFSCME) Local 2851 Agreement. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Vincent Howell	Yes
David G. Romero	Yes	Barbara Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

4. Approval/Disapproval of a salary increase of seventy five cents (.75) to all non-union 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.

Interim Finance Director Vega advised the Finance Department along with Madam Interim City Manager would like to submit a formal request to approval/disapproval of a salary increase of seventy five cents (.75) for all non-union bargaining unit employees who have successfully completed a 6 month probationary period and this recommendation includes part-time employees with at least one year of continuous employment with the City.

Interim Finance Director Vega advised there are approximately 160 non-bargaining employees, the cost for those employees is including benefits would be two hundred fifty thousand, the cost would be distributed and shared between the General fund, Enterprise fund and Housing.

Interim Finance Director Vega advised the salary increase if approved by Mayor and Council would be effective the first full pay period thereafter.

Councilor Romero made a motion to approve a salary increase of seventy five cents (.75) to all non-union 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 Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	Barbara Casey	Yes
David A. Ulibarri, Jr.	Yes	David G. Romero	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

EXECUTIVE SESSION

Interim City Manager Ann Marie Gallegos advised there was no need for executive session.

ADJOURN

Councilor Ulibarri, Jr. made a motion to adjourn. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	Barbara Casey	Yes
David G. Romero	Yes	David A. Ulibarri, Jr.	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION MEETING
HELD ON WEDNESDAY, AUGUST 14, 2019 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS**

MAYOR: Tonita Gurulé-Girón

COUNCILORS: David G. Romero
Barbara A. Casey
Vincent Howell
David A. Ulibarri, Jr.

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Danielle Sena, Recorder
Esther Garduno Montoya, City Attorney
Eric Padilla, Commander

CALL TO ORDER

Meeting was called to order at 5:33 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Romero asked for a moment of silence for all who have passed away and for guidance for the Governing Body to continue to do what is in the best interest of the community.

APPROVAL OF AGENDA

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

David G. Romero	Yes	Vincent Howell	Yes
David A. Ulibarri, Jr.	Yes	Barbara Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

PUBLIC INPUT

Corinna Laszlo-Henry spoke about suggestions for staff and observations of where processes could be improved. Ms. Laszlo-Henry advised looking at the fourth quarter budget under lodgers tax and the funds being dedicated as two fifths for advertisements, and one fifth for infrastructure by City ordinance. Ms. Laszlo-Henry advised the budget line items are not broken down and don't see the oversight of how monies are being spent. Ms. Laszlo-Henry advised another observation was court fines going into the General fund and whether or not it was intentional, by ordinance 20-13 D, court fines are designated to the same purposes as the correction fund. Ms. Laszlo-Henry urged the Governing Body to be more transparent and that the Governing Body had a bound book but the agenda material has nothing and they have no record of what the Governing Body is looking at.

Larryssa Archuleta spoke about the processes taken on the abrupt stop to their project, which they do have a permit provided by the City. Ms. Archuleta advised she was not given anything in writing and was made aware of a meeting on July 29th. Ms. Archuleta advised when she went through the mail a letter was sent but was not to the attention to Maintenance Director or Superintendent of Las Vegas City schools and were not aware that the meeting took place. Ms. Archuleta advised in March when she turned in paperwork, they advised her they weren't sure when the planning and zoning committee would be meeting so she had no knowledge of when the meeting would have taken place because they would have been there. Ms. Archuleta advised as the Superintendent she does not miss meetings, that would be outside of her character to do that, and was not aware, a phone call or something of that nature would have been greatly appreciated. Ms. Archuleta advised she understands there have been concerns from the community, the gating and fencing helped beautify the community in the area.

Emilio Aragon requested placing three other trash cans along the Riverwalk. Mr. Aragon advised he was impressed with all the business that goes every meeting. Mr. Aragon advised when do they have time for all the negativity with the Optic and channel 4. Mr. Aragon stated, "Aren't you guys busy enough? We pay you for it." Mr. Aragon advised he wishes they could apply more of that energy toward running the City and quit putting it down. Mr. Aragon advised two months ago he came and brought up a problem of nineteen thousand dollars that was appropriated from the sale of his property, to date the representative from his district hasn't called him or made any effort. Mr. Aragon advised if they could get away from all the negativity then they can take care of the business at hand.

Lorenzo Flores addressed Councilor Howell and advised he believes its unethical and a conflict of interest to be working for the Franken Company and voting on contracts for them as a City Councilman. Mr. Flores advised Councilor Howell that he was concerned about the eighteen violations of HUD since he's concerned about finances and his name along with the other two Councilman. Mr. Flores advised Councilor Howell they lost the HUD program because of their failure to address those issues. Mr. Flores advised Councilor Howell as part of the Board for Alta Vista Hospital he never showed concern for the malpractice and the lack of medical treatment.

Mr. Flores addressed Councilor Casey and advised he had the West Las Vegas lawsuit. Mr. Flores advised just like she sued East Las Vegas and advised that it's obvious that she has a pattern of everywhere she goes she creates havoc and has no credibility.

Mr. Flores addressed Councilor Romero and advised his dishonesty and deceit deceives him before he took his position. Mr. Romero advised one issue concerning the Mayor is voter fraud, that he reported to the Attorney General before the election. Mr. Flores asked for him to explain to the community how he got the information that involved absentee ballots which are protected by law. Mr. Flores stated, "if you want to talk about hypocrisy, you should look at yourself." Mr. Flores advised another thing about him was as the chairman for the West Las Vegas School Board, "assisted a Superintendent to cover-up an FBI child pornography investigation that went on at the elementary schools." Mr. Flores stated, "before the three of you start pointing fingers and think you're all goody two shoes maybe you should look at yourselves in the mirror and see what you really are."

Mr. Flores stated, "you're nothing but a bunch of hypocrites and complaining about the Mayor not able to run the City, maybe the three of you should resign, or we will try our hardest next election to get the three of you out because we need honest and decent people sitting up there, not hypocrites or people who point fingers when yourselves have so much baggage and this is nothing compared to other stuff I know about you guys but since I only have a few minutes that will suffice for now, I'll see you guys again soon."

Cordia Sammeth stated, "some of my comments tonight are going to seem like old business because certain council members refused to pass the agenda at the last meeting." Ms. Sammeth spoke about obstructionism going on and are not solving problems in the City because they are too busy pointing fingers. Ms. Sammeth spoke about accomplishments that the Mayor has done for the City.

Ms. Sammeth stated, "she has completed the Storrie Lake project with the saving of eight million dollars, the renovation of the Bradner Reservoir to increase storage capacity for the City has been accomplished, the passage of a water conservation ordinance to exempt small personal food gardens from water restrictions for food security which is very important, the renovation of the Abe Montoya Recreation Center was completed and the water is in good shape because they completed a program for continuous waterflow which improves water quality for all and pressure for fire protection. Ms. Sammeth advised there have been a lot of things that have been accomplished.

Ms. Sammeth spoke about some actions against the Mayor from some of the City Council. Ms. Sammeth spoke about false accusations that haven't been proved and stated, "they are allegations." Ms. Sammeth advised some were proved false in the special audit at an expense to the City's taxpayers. Ms. Sammeth spoke about the tactics being a threat to their civil and human rights, the raid conducted on the Mayor's home was a disgrace and caused humiliation and fear against the Mayor and her family. Ms. Sammeth spoke about a bias report from the press and them being there to take pictures and put it out there. Ms. Sammeth stated, "the actions of the new editor for the resignation of the Mayor from unproven allegations by members of the Council." Ms. Sammeth spoke about harassment from the news channel and not respecting the Mayor's right to no comment and saw how they kept on harassing her.

Ms. Sammeth spoke about the intent to discredit another and use those kinds of tactics and stated, "it may not be the Mayor next time it may be you." Ms.

Sammeth advised the actions are scary and unacceptable in a democracy and stated, "you may not agree or like the Mayor but you have no right to assume guilt or harass her." Ms. Sammeth spoke about a dark cloud over Las Vegas due to the press and the people who want to see her removed and stated, "the real question I have is what is behind these tactics and why are they so desperate to remove the Mayor." Ms. Sammeth advised the Mayor is at the end of her term so why push the unjust behavior. Ms. Sammeth complimented the staff for keeping up with business under tremendous pressures.

Philip Marquez spoke about how the Robertson High School fencing project affects them and the mess. Mr. Marquez advised they aren't against the fencing but against them fencing the street. Mr. Marquez advised they get a certified letter about the meeting which the board from RHS did not show up to. Mr. Marquez advised it affects their parking and the flow of traffic. Mr. Marquez advised they weren't informed until that meeting about their street being blocked off. Mr. Marquez advised they went to the Planning and Zoning meeting and why the project was put on hold and the school has never met with any of the four residents that are affected. Mr. Marquez advised the communication was more the problem.

Dianne Lindsay thanked Mayor and staff for hanging in there and advised she thought the City was operating very well. Ms. Lindsay advised six weeks ago in the paper Councilor Howell said, "I'm ready to go, I'm ready to take over the reigns as Mayor" and Councilor Casey said, "she should resign." Ms. Lindsay advised no justice being done, no due process, no charges, no guilt but they are ready to take her out. Ms. Lindsay stated, "you stand and do the pledge of allegiance to the flag at every meeting and say justice for all except who our Mayor." Ms. Lindsay spoke about being bothered by bullies and stated, "I consider you bullies, would be attacking someone who is doing a really good job and who has come into office to clean up some of the corruption I believe." Ms. Lindsay advised the newspaper that is supposed to be local owned by a corporation from Kentucky and stated, "where the Senator McConnell who has nothing good to say about women, is that a coincidence that our Optic is connected to that State." Ms. Lindsay advised most of the news that happens about the administration is twisted. Ms. Lindsay stated, "I would really like to see the three of you resign for that very reason, for two years you have been obstructing and trying to remove someone, I don't believe that was the oath you took, I don't believe that was what you came here for or maybe you did."

Tammy Shutter spoke about her residence being right next door to the school bus depot parking lot. Ms. Shutter advised they were never informed by the school board that any kind of fencing was going to go up in the area or across the street. Ms. Shutter advised they did not receive the certified letter from the zoning board or from the school board. Ms. Shutter advised the only thing that told them what was going on was a sign posted on the fence at the City bus parking depot saying that the zoning meeting was on Monday July 29th. Ms. Shutter advised that was the only information they had on the subject. Ms. Shutter advised they had already started putting the fence up across the street before the zoning board met. Ms. Shutter advised at the meeting it was discussed that no further action would be taken until the school board went to the residents and informed them what was going on. Ms. Shutter advised the zoning board stated no further action shall be done on the construction until it is proven that it's not going to cause difficulty for any driving, parking or issues with the fire department because any large vehicle that goes down the street has to back out of the street. Ms. Shutter advised that is unsafe for their property and affects them when there are meetings, assemblies or any games, people line up to park on their street and sometimes block their driveways.

Timothy Grener advised Ms. Shutter spoke for him.

LouAnn Marquez advised Mr. Marquez spoke for her.

DISCUSSION ITEMS

1. Resolution No. 19-42 for submittal of a section 5311 Grant Application for FY21 Federal Transit Funds.

Transportation Manager Darlene Arguello advised her and Transit Operations Supervisor Marcelino Roybal are there to present resolution no. 19-42 for submittal of a section 5311 Grant Application for FY21 Federal Transit Funds.

Transportation Manager Arguello advised the grant is a City match at the ratio of 80% State for administration and capital outlay expenses and 20% City match and for operating expenses its 50% State and 50% City match.

Transportation Manager Arguello advised in July they received their letter of awardment for the FY20 grant in the amount of two hundred sixty six thousand six hundred and nine dollars and seventy eight cents. Transportation Manager Arguello advised they are requesting their FY20 grant an estimated amount of five hundred and forty seven thousand three hundred and fifty and the reason for the expansion due to factoring higher salaries and anticipating increases.

Transportation Manager Arguello advised they are down two buses and plan to fix them but also get two small buses through capital outlay.

Discussion took place regarding the estimated costs for the two small buses, administrative costs, operating costs, capital outlay and their anticipated revenues.

Transportation Manager Arguello advised another increase they would have is the lease agreement with the copy machine. Transportation Manager Arguello advised one of their audit findings were the bus passes how they were being produced and were previously ordered in bulk and weren't pre-numbered. Transportation Manager Arguello advised they were going to try an in house production of the passes and that has been approved through the State to be in compliance.

Discussion took place regarding how many employees are at the Transportation Department, the 24-48 hour scheduling that is required, the price for a ride or a pass.

Transportation Manager Arguello advised upon her transfer to the Transportation Department in March there was an ongoing compliance audit review with twenty two findings with recommendations and thirteen of those items were addressed, corrected and approved. Transportation Manager Arguello advised nine items were left to address and since then have been addressed, corrected and approved with the exception of one item that's pending an ordinance governing passenger behavior.

Transportation Manager Arguello advised that ordinance was never put in place at the Transportation Department. Transportation Manager Arguello advised it has

been completed and reviewed by the City Attorney and with an ordinance there is a public hearing that needs to be held. Transportation Manager Arguello advised they have the notice of public hearing for intent to adopt the ordinance published on August 21st and September 4th with the public hearing being conducted at the September 18th council meeting.

Transportation Manager Arguello advised along with the ordinance they are submitting three resolutions for approval on policies that need to be officially put into place as per FTA rules and regulations. Transportation Manager Arguello advised the grant is due August 23rd.

Discussion and questions took place regarding costs regarding the budget, who does vehicle repairs and if the City could do certain maintenance.

Transportation Manager Arguello advised there is a clause that the State requires to be put into each maintenance contract to be compliant with State and Federal regulations.

Discussion and questions took place regarding what the training line item is used for, the benefits line item and the direct economic impact for San Miguel County regarding jobs, labor income, County tax, and the number of jobs it creates.

Mayor Gurulé-Girón advised to research the direct economic impact for San Miguel County regarding jobs, labor income, County tax, and the number of jobs it creates and advised she can not put it on consent because she has questions.

The governing body agreed to place the item as a consent agenda item.

Mayor Gurulé-Girón advised if they put it on consent and she has questions, she will pull it from consent and to be prepared to respond.

2. Resolution No. 19-44 Infrastructure Capital Improvement Plan (ICIP).

Grant Writer Robert Archuleta advised the ICIP is a working document that is worked on annually and is subject to change and can be amended. Grant Writer Archuleta advised last year there were twenty two projects and plan to submit twenty eight projects this year.

Grant Writer Archuleta advised he met with staff and management and went over all the projects and amounts. Grant Writer Archuleta advised some projects were deleted, some were reactivated and some were added.

Discussion took place regarding projects that had been removed due to completion, projects that remained in the top ten, and projects that were added or reactivated.

Interim Community Development Director Virginia Marrujo spoke about the Plaza Park electrical upgrade and how some are underground that pop up.

Grant Writer Archuleta advised the ranking recommendation from the City is to keep the same ranking as last year as far as the top ten.

Grant Writer Archuleta advised if the resolution is accepted towards adoption, he could get into the database and do the final ranking. Grant Writer Archuleta advised once the resolution is signed he could turn in the ICIP and meet the deadline by September 6th.

Mayor Gurulé-Girón asked Interim City Manager Gallegos if the Council would be going through the ranking process again.

Interim City Manager Gallegos advised they recommend continuing with the same ranking that was done last year unless Mayor and Council would like to move up any projects.

Mayor Gurulé-Girón advised recommending Councilors not to respond immediately and to look at the list and can make recommendations at the next meeting.

Discussion took place regarding if a road that needs work comes up but the asset management plan is ready could it still be placed on the ICIP, continuing to add projects to the ICIP to meet the criteria and based on funding if it will tie into the feasibility study.

Councilor Howell asked to repeat what projects were added to the top ten and what was deleted.

Interim Community Development Director Marrujo advised anything that got funded was removed.

The governing body agreed to place the item as a consent agenda item.

3. Resolution # 19-43 to transfer vehicles to Luna Community College.

Commander Eric Padilla advised requesting approval of resolution # 19-43 to transfer vehicles to Luna Community College specifically to their automotive shop. Commander Padilla advised the three vehicles had been sitting in the parking lot for quite some time and through discussion with command staff at the Police Department they felt they were of no value to them. Commander Padilla advised it costs more to continue to repair them and are no longer safe for officers. Commander Padilla advised students who attend Luna Community College can rebuild them and have a learning experience.

Discussion took place regarding the types of vehicles that would be transferred.

Councilor Romero asked if it was Chief Bibbs idea to offer the vehicles or did Luna request them.

Commander Padilla advised they spoke with Luna and they sent a request for the vehicles.

The governing body agreed to place the item as a consent agenda item.

4. Out of State Travel - Lawrence, Indiana.

Commander Eric Padilla advised the training is critical and the registration and tuition is free of charge. Commander Padilla advised the University of New Mexico paid for boarding and airfare. Commander Padilla advised they are paying for meals and is going towards their newly certified reconstruction Investigator Caleb Marquez and along with Commander Pamela Sandoval who has already been certified as an accident reconstruction officer for the department. Commander Padilla advised the training is for pedestrian/bicycle crash investigations and their certification is more on automobile and the training would be an enhancement to try to make them experts in the field of accident reconstruction.

Interim City Manager Gallegos advised the total cost for two officers was eight hundred ninety dollars and thirty six cents, training has been paid for and all the City pays for is travel.

The governing body agreed to place the item as a consent agenda item.

EXECUTIVE SESSION

Interim City Manager Ann Marie Gallegos advised there was no need for executive session.

Councilor Howell asked if Interim City Manager Gallegos asked for executive session.

Interim City Manager Gallegos advised no she did not.

Councilor Howell advised he was going to ask to go into executive.

Mayor Gurulé-Girón advised they already made a motion to adjourn.

ADJOURN

Councilor Ulibarri, Jr. made a motion to adjourn. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David A. Ulibarri, Jr.	Yes
Vincent Howell	No	Barbara Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD ON WEDNESDAY, AUGUST 21, 2019 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Tonita Gurulé-Girón

COUNCILORS: Barbara A. Casey
David G. Romero
Vincent Howell
David A. Ulibarri, Jr.

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Danielle Sena, Recorder
Esther Garduno Montoya, City Attorney
David T. Bibb III, Sergeant at Arms

Meeting began at 6:00 p.m.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri Jr. asked for a moment of silence to remember our friend Skip, who had recently passed away and to pray for the safety of the children of the community, as they begin a new school year.

APPROVAL OF AGENDA

Councilor Ulibarri, Jr. made a motion to approve the agenda as is. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Vincent Howell	Yes
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes for June 12th Work Session, June 19th Regular, June 25th, Special Meeting, July 10th Work Session and July 17th, 2019 Regular, as amended. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David G. Romero	Yes
David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

MAYOR’S APPOINTMENTS/REPORTS

Mayor Gurulé-Girón advised that there was a special guest who would be speaking and that Tana Vega would be presenting the yearly budget report.

MAYOR’S RECOGNITIONS/PROCLAMATIONS

None at this time.

Councilor Casey requested, before going into Public Input, that the guidelines for Public Input be read by the Clerk, so that people who had not done public input would know that the City had a protocol and decorum that was in City Code and would like it read aloud so that everyone who was present, would know that there were rules to follow during public input.

Deputy Clerk Danielle Sena read the Public Input Guidelines as follows:

Addressing the Governing Body: Manner of address- Each person orally addressing the governing body shall first seek the recognition of the presiding officer and after being recognized shall stand and give his name and address for the record before proceeding. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person, other than a Councilman and the person having the floor, shall be permitted to enter into any discussion without permission of the presiding office. No question shall be asked a Councilman except through the presiding officer.

Decorum: Public- While the governing body is in session, no person shall act in a disorderly manner, nor while addressing the governing body shall any person make any personal, impertinent or slanderous remarks. The presiding officer may bar anyone acting improperly from continuing his address of the governing body.

Enforcement: The Chief of Police or such police officer as he may designate shall be the Sergeant at Arms of the governing body and shall carry out all orders of the presiding officer for the purpose of maintaining the order and decorum of the session. Upon orders of the presiding officer, it shall be the duty of the Sergeant at Arms to place any person who violates the provisions of this section under arrest and cause him to be prosecuted upon the complaint of the presiding officer.

***City of Las Vegas Code 2011, §14-7 Procedure for regular and special meetings**

Mayor Gurulé-Girón asked that during Public Input, to address the governing body and to not make slanderous remarks without having proof although if having proof, you are allowed to use that information publicly.

PUBLIC INPUT

Andrea Gottschalk, FIBA President & Andy Kingsbury, FIBA Vice President spoke briefly regarding the street closures during the Car Rally event and the negative effects that it had on many businesses in the Plaza Park area. Ms. Gottschalk also addressed that the businesses were not informed or considered about the closures and asked that the City be more considerate of involving businesses regarding notification for future events.

Jay, Mr. LV Pride NM spoke on behalf of the LGBTQ community in Las Vegas, thanked Mayor Gurulé-Girón for the help she had given them and advised they were seeking support for Drag Story Time which had received both positive and negative reactions. She asked for kindness and compassion from Police Department and Council, asked for a Diversity Day on August 31st and requested funding to create a Task Force to address corruptness taking place.

Kathleen Dudley spoke in regards to the productivity of the local Farmers Markets and the support for opening the second one. She stated how many rely on the quality of fresh food, to nourish minds and bodies which are needed to make good decisions. She thanked Mayor Gurulé-Girón for her part in supporting the markets.

Diane Lindsay spoke in regards to putting out the word of not having time for the conflict, continual criticism and complaints taking place and how it was affecting our youth and she wanted this distraction to stop and to let the Mayor do her job and thanked her for her support of the Farmers markets.

PRESENTATIONS

None at this time.

CITY MANAGER'S REPORT

Interim City Manager Ann Marie Gallegos thanked Mayor, Council and City staff for all their help in events that had taken place and gave a detailed report on the status of the following projects:

- 4th of July Fiestas/Rodeo
- Fishing Derby (150 children)
- Kiwanis Club (Donated benches) Harris Pond
- Summer Youth Program-35 Students
- Game & Fish-ATV Training
- Annual Safety Training
- Recreation Center Summer Prog.-213 children
- Rough Rider Motorcycle Rally-end of July
- Salute to the Troops-August 4, 2019
- Heritage Week-August 3,4, 2019
- Car Show-August 17, 2019
- Road Assessments-Qualification for Federal & State Grants
- Crack & Seal Project-Mills Avenue
- Comprehensive Master Plan-Council final approval, September 2019
- HUD Commissioner Training Aug. 23-24
- Rededication Bradner Dam Aug. 23rd
- ICIP Plan-Sept. 4th or 5th
- Carnegie Library Story Time-Aug. 31st @ 12:00 p.m.

FINANCE REPORT

Interim Finance Director Tana Vega presented the Finance Report for the month ending July 31, 2019 (1 of 12 mos.) and added that this was the preliminary budget that was approved by DFA and would not have a final budget until September. She reported the revenue total for General Fund at 8% (\$855,819.00) and expenditures at 7% (\$846,483.00). Ms Vega advised that the Enterprise Funds revenue came in at 7% (\$1,217,804.00) and expenditures were at 5% (\$956,783.00). She reported the Recreation Department revenue at 7% (\$47,216.00) and expenditures were at 7% (\$53,745.00).

Interim Finance Director Vega gave a detailed summary of the Moody's Investors Services Report, she added that the information was based on the 2018 Financial Audit and spoke briefly on the retirement pension plan. Ms. Vega read the detailed Credit Overview and stated that the Financial position of the City of Las Vegas was healthy and had an A2 bond rating.

Mayor Gurulé-Girón asked if the City's Debt Service was where it should be and asked for an explanation of the bonding capacity.

Ms. Vega advised that according to the Moody Report, the City had a small debt burden in comparison to cash balances. She stated that the bonding capacity was in other words “can you afford to make payments on additional debt.?”

Brief discussion took place on the City’s revenue, fund value, bond rating and interest rates.

Mayor Gurulé-Girón thanked the Finance Department for reducing the debt service, in monitoring expenses and paying off the debt. She asked that the Moody Report be provided to the Optic, and thought it would be a great opportunity to highlight the good things happening at the City.

Councilor Romero asked how long had the City had the A2 rating and if they had discussed with the City’s Financial Advisor, how to increase the bond rating.

Interim City Manager Gallegos advised that the City had the A2 rating last year as well and stated that what was holding them back now was the liability against the pension plan, being a huge debt although was required by GASB 87 to carry that debt which was statewide and added that it had been detrimental to the rating.

CONSENT AGENDA

Deputy Clerk Danielle Sena read the Consent Agenda into the record as follows:

1. Approval to accept funding through the Department of Finance and Administration to operate the E911 System for the City of Las Vegas and State Police District 2.
2. Approval to accept funding through the Department of Public Safety to reestablish the Region IV Narcotics Task Force and use funds in overtime to conduct narcotics operations, training and for vehicle maintenance on undercover vehicles.
3. Approval of Addendum No. 1 authorizing a one year extension on the Emergency Ambulance Services contract No. 2623-13.
4. Approval of task order for the Peterson Dam replacement project.

**Mayor Gurulé-Girón advised that regarding Consent Item #5, she did receive a Program Overview from Ms. Arguello, and thanked Ms. Arguello although stated that she was looking for the Economic Impact.*

5. Approval of Resolution No. 19-42 for submittal of a section 5311 Grant Application for FY21 Federal Transit Funds.

Resolution 19-42 was presented as follows:

**STATE OF NEW MEXICO
CITY OF LAS VEGAS
RESOLUTION NO. 19-42**

**AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE NEW MEXICO DEPARTMENT
OF TRANSPORTATION TRANSIT AND RAIL DIVISION FOR A PUBLIC RURAL
TRANSPORTATION GRANT**

WHEREAS, the City of Las Vegas Meadow City Express was designated a Public Rural Transportation System in 1995; and

WHEREAS, since that time the City of Las Vegas Meadow City Express has applied for NMDOT Transit and Rail monies to assist with administrative, operating and capital expenses on an annual basis; and

WHEREAS, the City of Las Vegas matches the NMDOT Transit and Rail monies at a ratio and intends to match the monies in the amount of \$87,000.00; and

WHEREAS, the City of Las Vegas Meadow City Express intends to submit an application for FY 2021 Section 5311 Public Transportation Grant; and

NOW, THEREFORE, BE IT RESOLVED, by the City of Las Vegas, that the City of Las Vegas hereby authorizes the submittal of an application to the New Mexico Department of Transportation Transit and Rail Division for a Section 5311 Public Rural Transportation Grant.

PASSED, APPROVED AND ADOPTED by the Governing Body, this ____ day of August, 2019.

Signed:

Mayor Tonita Gurule-Giron

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduno-Montoya, City Attorney

6. Approval of Resolution No. 19-44 Infrastructure Capital Improvement Plan (ICIP).

Resolution 19-44 was presented as follows:

City of Las Vegas, NM
Resolution No. 19-44

A resolution adopting an Infrastructure Capital Improvement Plan (“ICIP”)

ADOPTING THE FY 2021-2025 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

WHEREAS, the City of Las Vegas recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

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

1. The City of Las Vegas has adopted the attached FY 2021-2025 Infrastructure Capital Improvement Plan, and;
2. it is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure and;
3. this Resolution supersedes Resolution No: 18-39.

PASSED, APPROVED AND ADOPTED THIS _____ day of August _____, 2019

CITY OF LAS VEGAS

Mayor Tonita Gurulé-Girón
(Seal)

ATTEST:

Casandra Fresquez, City Clerk

Esther Garduño, City Attorney
(for legal sufficiency only)

Councilor Casey made a motion to approve the Consent Agenda (Items 1-8), as read into the record. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David A. Ulibarri, Jr.	Yes
Vincent Howell	Yes	Barbara A. Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

COUNCILORS' REPORTS

Councilor Romero thanked Interim City Manager Gallegos and Streets Director Chris Rodarte for addressing potholes within the City and asked if Code Enforcement was addressing the weed issues.

Interim City Manager Gallegos advised that they were addressing the weeds throughout the City and asked Councilor Romero to advise her of any specific areas and she would have Code Enforcement work on them.

Councilor Casey stated that according to the Utilities Water Report, there were issues on 8th Street with repairs of a water valve by a certain construction company and asked who that was.

Utilities Director Maria Gilvarry explained that someone on a backhoe purposely destroyed a water valve that had been replaced on 8th Street by Hay's Plumbing, who was the contractor, causing a water leak. She added that Hay's Plumbing did respond that night and the City helped isolate the leak, that it was still under construction and that Hay's Plumbing was still responsible for the waterline until the City would take over. Ms. Gilvarry informed there would be no costs to the City for the repairs and were working with the Police Department in finding the vandal.

Councilor Casey had questions on the Public Works report regarding the work on Crow's Nest at County Fairgrounds and asked who the fairgrounds belonged to.

Interim City Manager Gallegos advised that the fairgrounds belonged to the County although they did not charge the City to use the fairgrounds, and in return they asked for repair of the Crow's Nest.

Councilor Casey asked a question pertaining to the Parks Division Monthly Playground Equipment Inspection and how it was done.

Interim City Manager Gallegos informed that they were looking into replacing some playground equipment.

Public Works Director Danny Gurulé advised that the playground equipment would be inspected for any metal, screws or plastic that may cause harm to children, if found unsafe they would close the playground in order to repair.

Councilor Casey was thankful for the list of City new hires, terminations and transfers and asked if it was possible for new hires to be introduced to Council so they can get familiar with them. She commended the hiring of Gilbert DesChamps in the I.T. Department and thought he was excellent for the job.

Councilor Casey advised that a concerned constituent who was wheelchair bound called her regarding issues of ramps leading from the street to the sidewalks on 5th, 6th, 7th & 8th Streets, and were not wheelchair accessible due to not being wide enough. She stated that the ramps should be 48 inches wide and suggested that Public Facilities address that issue in order to be ADA compliant.

Councilor Casey asked Interim Finance Director Vega if the Council could possibly receive a list of checks that were issued every month with the names of the payee and what they were being paid for.

Interim Finance Director Vega advised she would provide that list to Council electronically every month.

Councilor Howell thanked Interim City Manager Gallegos for addressing issues he brought up and asked for the status regarding issues at 7th & Lutheran Lane.

Interim City Manager Gallegos advised that they contacted the owner of the building and Code Enforcement provided them with several names to contact to get that area cleaned up and she would stay in contact with them as well.

Councilor Howell thanked Maria Gilvarry and Chris Rodarte for addressing the issues with Mr. Jose Maestas, regarding Cinder Road and asked for the status.

Interim City Manager Gallegos advised she contacted Vidal Martinez and would meet with him early next week to discuss the project on Cinder Road.

Councilor Howell suggested that all businesses be included in an email message regarding closures that would take place and that a City Representative should attend LVFIBA weekly meetings to keep them informed as well.

Interim Community Development Director Marrujo informed that LVFIBA would usually send out the information in regards to street closures on their newsletter although discussed with them that the City would put the information out via, radio PSA, possibly the newspaper and on social media.

Councilor Ulibarri, Jr. thanked everyone involved for the work on the streets although stated there was still problems with weeds on the West side of town and asked if the sidewalk behind the gazebo at Plaza could be repaired as it could be a liability to the City. He thanked the Street Dept. and all City employees for their work.

Mayor Gurulé-Girón asked who repaired the sidewalk and driveway on Reynolds Street.

Utilities Director Gilvarry advised that she would have to research and get back to her.

Councilor Casey informed her neighbor Bob Rudzik replaced a waterline and replaced the sidewalk himself, which ran in front of her property and into the alley and called Chris Rodarte to look at the work, to see if it was done correctly.

Ms. Gilvarry advised she would follow up with Public Works Department on the work that had been done.

Councilor Romero brought up the issue of the lights not working between the areas of Hot Springs Blvd. and 8th Street.

Public Works Director Gurule advised that City Electrician Ernest Jaramillo was working on locating the short that was causing the outages.

Councilor Howell wanted to congratulate Chief Bibb on the successful event of capturing one of the City's biggest murderers, with the help of other law enforcement agencies.

Councilor Casey thanked Chief Bibb for the appearance of the Police Department parking lot, she stated it was safer and was very pleased with the improvement.

Mayor Gurulé-Girón thanked Chief Bibb and all Police Department staff for the work they do for the City.

EXECUTIVE SESSION

Councilor Howell made a motion to go into Executive Session to discuss personnel matters, as permitted by Section 10-15-1 (H)(2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	David G. Romero	Yes
Barbara A. Casey	Yes	Vincent Howell	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

RECONVENE TO REGULAR SESSION / ADJOURN

Councilor Casey made a motion to reconvene into Regular Session, after having discussed personnel matters, pursuant to Section 10-15-1 (H)(2) of the New Mexico Open Meetings Act, NMSA 1978 and also made a motion to adjourn. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Vincent Howell	Yes
David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/13/2019 DEPT: Executive MEETING DATE: 09/18/2019

ITEM/TOPIC: *Presentation on 5G*

BACKGROUND/RATIONALE: The purpose of 5G and the health-damaging impacts, particularly to our children, the wildlife, including insects (pollinators) and the subsequent impact to the diminishing ozone layer that is implicit in the ongoing harm causing global warming.

STAFF RECOMMENDATION: N/A

COMMITTEE RECOMMENDATION: N/A

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULÉ-GIRÓN
MAYOR**



ANN MARIE GALLEGOS

INTERIM CITY MANAGER

**TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)**

**ESTHER GARDUNO MONTOYA
CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)**



Desaree Ortiz <dortiz@lasvegasnm.gov>

Fw: agenda to present 5G Wednesday

1 message

Tonita GuruleGiron <tonitagurulegiron@yahoo.com>

Fri, Sep 13, 2019 at 10:31 AM

Reply-To: "tonitagurulegiron@yahoo.com" <tonitagurulegiron@yahoo.com>

To: Desaree Ortiz <dortiz@lasvegasnm.gov>

Please provide the request to city manager and put on the agenda for presentation. Thank you

Sent from Yahoo Mail on Android

----- Forwarded Message -----

From: "datakat" <datakat@protonmail.com>

To: "tonitagurulegiron@yahoo.com" <tonitagurulegiron@yahoo.com>

Sent: Fri, Sep 13, 2019 at 9:53 AM

Subject: agenda to present 5G Wednesday

Hello Mayor Gurule-Giron,

I am requesting to be put on the agenda for next Wednesday, September 18 to speak on the subject of 5G. I would like to present the purpose of 5G and the health-damaging impacts, particularly to our children, the wildlife, including insects (pollinators) and the subsequent impact to the diminishing ozone layer that is implicit in the ongoing harm causing global warming.

I will not need any aids, but will make a verbal presentation to the council.

The presentation will be based upon scientific presentations, and a recent presentation at a 5G summit by retired Senator Robert Kennedy JR.

Thank you.

Kathleen Dudley
575 666 2529

Sent with [ProtonMail](#) Secure Email.

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/03/19

DEPT: Utilities

MEETING DATE: 09/18/19

ITEM/TOPIC: Presentation of the Waste Water treatment system process and permits.

ACTION REQUESTED OF COUNCIL: N/A

BACKGROUND/RATIONALE: Utilities Director Maria Gilvarry will be presenting to the governing body on the Waste Water treatment system process and permits.

STAFF RECOMMENDATION: N/A

COMMITTEE RECOMMENDATION: N/A

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULÉ-GIRÓN
MAYOR**

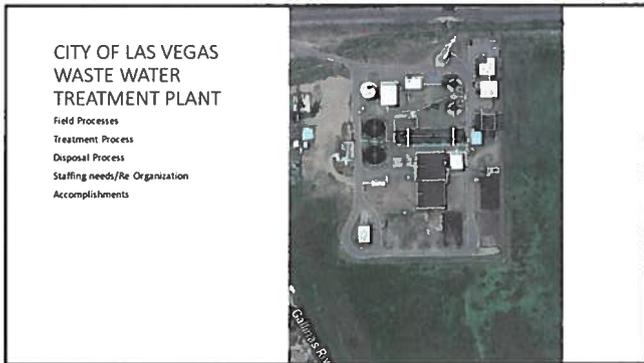


**ANN MARIE GALLEGOS
INTERIM CITY MANAGER**

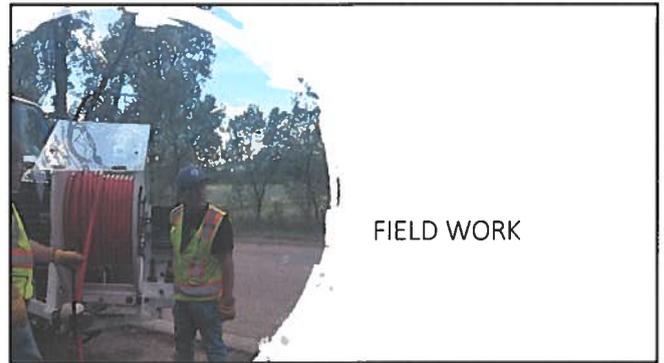
**PURCHASING AGENT
(FOR BID/RFP AWARD)**

**TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)**

**ESTHER GARDUNO-MONTOYA,
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**



1



2



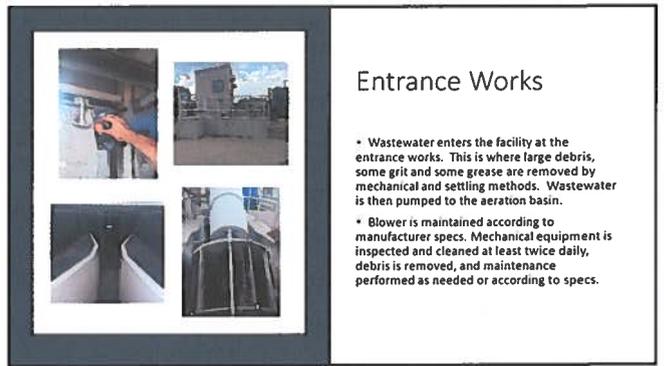
3



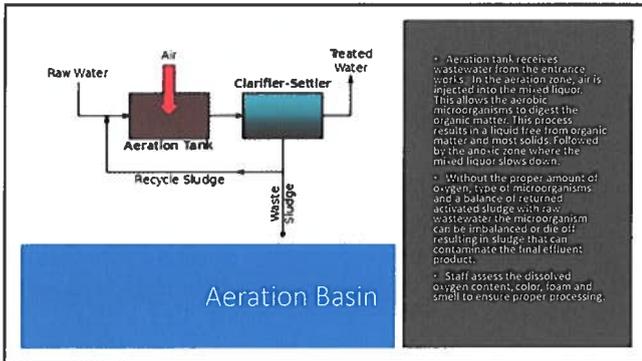
4



5



6



7

Aeration Basin

- Aeration Tank, its contents and the 4-8 mixers are visually inspected several times a day.
- There are also 3 Industrial Blowers, 6 Lift pumps, 4 Return activated sludge pumps and 2 Waste Activated Sludge pumps that are inspected regularly as well as greased, maintained and repaired according to manufacturer standards and needs.
- Pumps, mixers, blowers require daily observation for changes such as vibrations, abnormal sounds, overheating

8

Clarifiers

- Process water is received from the aeration basin and the supernatant and sludge are separated.
- Liquid Sludge is returned (return activated sludge) to the aeration basin for continued processing or delivered (waste activated sludge) to the digesters for processing and thickening for disposal.
- Sludge levels are sampled daily.
- Motors are assessed daily for abnormal conditions and maintained according to manufacturer's schedule.
- The supernatant is sent to the filtration and disinfection phase.

9

Discharge/Reuse

- Supernatant from the clarifiers is sent to disc filtration and then through UV treatment to neutralize bacteria before discharge to the river or to the effluent tank for permitted distribution (DP1118) to parks and the golf course.
- Disc filters are cleaned regularly.
- UV system requires bulb replacement and cleaning/maintenance
- NEED PICS OF REUSE FILTRATION!

10

Digesters

- Waste activated sludge is received from the clarifiers and allowed to process and thicken for final injection.
- This process requires continued aeration for the microorganisms before being sent to the thickener side to drain and thicken to an ideal percentage between 7% and 8% solids.
- Too much water and we waste money on hauling for injection, too little water and the sludge cannot exit the tank or be pumped.
- Blowers, pump and generator are the equipment in this area that need to be maintained.

11

SLUDGE DISPOSAL

12

Injection

- Sludge is hauled from the WWTIP to city property. Sludge is placed in a tank then transferred to a piece of equipment called a Terragator for subsurface injection.
- City has an EPA issued permit (DP593) specifically for this task and all must meet the requirements of the permit.
- This process requires a Class A CDL driver, with tanker endorsement, to haul the sludge to the injection site and a person to inject the sludge.
- To maintain proper plant levels, sludge is hauled every regular workday and injected every regular workday.
- Terragator and Semi are inspected daily and regularly maintained along with pumps, the drum thickness equipment and the poly system that also need to be cleaned regularly.



13



LABORATORY

14

Lab Work

Staff perform:

- Process Sampling - daily as needed
- Compliance Sampling - three days a week
- Water Testing - Tuesdays or as needed

Staff reports:

- Monthly Discharge Monitoring Reporting
- Qtrly/Annual Discharge Permit 494 for injection
- Qtrly/Annual Discharge Permit 1118 for effluent reuse



15

Maintenance Overview

- Vehicles/Equipment
- Grounds keeping
- Pumps 22
- Motors 10
- Blowers 5
- Gearing
- Generators 2
- MIOX Disinfection sys
- Filtration system
- Ultraviolet system
- Effluent Tanks 4
- Lift Stations 4

16



COMMUNITY COORDINATION

17

Unscheduled work

- Residential tie ins to city infrastructure
- Coordinate with contractors for project implementation
- Support customers on backups
- Work with Engineers on project designs for sewer infrastructure
- Power outages – staff the plant for manual operations

18



REGULATIONS

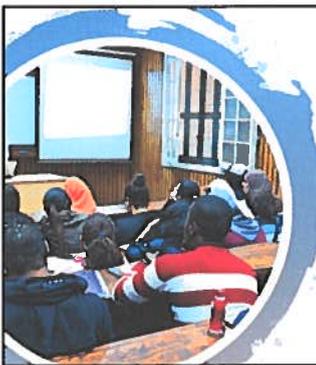
STATE REQUIREMENTS FOR WASTEWATER TREATMENT PLANT OPERATORS

- 2017.01.01** **TRAINING REQUIREMENTS:** Minimum Quality Control Courses. [2017.01.01 NMAC, Rpt. 2017 NMAC 7-1-1001]
- 2017.01.01** **SCOPES:** All persons, including and excluding subject to the act. [2017.01.01 NMAC, Rpt. 2017 NMAC 7-1-101, 6, 11 (17-01)]
- 2017.01.01** **STATE STANDARDS:** Effluent Appliance Connections. [2017.01.01 NMAC, Rpt. 2017 NMAC 7-1-102, 1 (20-01)]
- 2017.01.01** **OPERATIONS:** Permitted. [2017.01.01 NMAC, Rpt. 2017 NMAC 7-1-103, 1 (20-01)]
- 2017.01.01** **EFFLUENT QUALITY:** January 20, 2004, unless a later date is indicated. [2017.01.01 NMAC, Rpt. 2017 NMAC 7-1-104, 1 (20-01)]
- 2017.01.01** **CHIEF TESTER:** The objective of this part is to implement the act. [2017.01.01 NMAC, Rpt. 2017 NMAC 7-1-105, 1 (20-01), 6, 11 (17-01)]
- 2017.01.01** **DEFINITIONS:** All terms used in this part shall have the following meanings:
 - A** "act" means the Wastewater Operator Certification Act, NMAC 7-1-1001.
 - B** "board" means the wastewater certification advisory board.
 - C** "certified operator" means a person who is certified by the department.
 - D** "collection system" means a sewerage or sanitary, stormwater, or combined sewerage system.
 - E** "department" means the State Water Conservation Department.
 - F** "operator" means the "Wastewater Operator".
 - G** "wastewater treatment plant" means a facility that treats wastewater.

19

- INSPECTIONS**
 - EPA/NMED plant inspection
 - Monthly effluent testing by SWB
 - Injection site inspection GWB
 - Lab inspection NMED
- REQUIRED CERTIFICATIONS**
 - Collections II for field work
 - Wastewater Operator IV for the Treatment Facility
 - Wastewater Lab Tech II for the Laboratory
 - State requires certified, qualified and competent staff to be on scene for direct supervision of process changes, tasks or decisions.

20



TRAINING

21

- TRAINING OPPORTUNITIES**
 - Home
 - Work
 - NM W & WW Association
 - Drinking Water Bureau
 - Sacramento State
 - Professional Training Association
- TESTING**
 - ~10 testing opportunities per year
 - Requirements**
 - Operator Ivl 1
 - 1 yr of experience
 - Operator Ivl 2
 - 2 yrs of experience
 - Operator Ivl 3
 - 4 yrs of experience
 - Operator Ivl 4
 - 1 year as a level 3

22



PROPOSED RE-ORGANIZATION

23

Staffing levels to meet regulations/ safety/ coverage/ advancement/ tasks

- 2 WW Operator level IV's at the plant/field
- 1 WW Operator level III at the plant
- 1 WW Operator level II at the plant
- 2 WW Operator level I or uncertified at the plant
- 1 Lab Tech level II in the lab
- 1 Lab Tech level I in the lab
- 2 Collections level II in the field
- 2 Collections level I or uncertified in the field

STATE REQUIREMENTS FOR WASTEWATER TREATMENT PLANT OPERATORS

TRAINING REQUIREMENTS: Minimum Quality Control Courses. [2017.01.01 NMAC, Rpt. 2017 NMAC 7-1-1001]

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OPERATIONS: Permitted. [2017.01.01 NMAC, Rpt. 2017 NMAC 7-1-103, 1 (20-01)]

EFFLUENT QUALITY: January 20, 2004, unless a later date is indicated on the facility plan or the permit. [2017.01.01 NMAC, Rpt. 2017 NMAC 7-1-104, 1 (20-01)]

CHIEF TESTER: The objective of this part is to implement the act. [2017.01.01 NMAC, Rpt. 2017 NMAC 7-1-105, 1 (20-01), 6, 11 (17-01)]

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- F** "operator" means the "Wastewater Operator".
- G** "wastewater treatment plant" means a facility that treats wastewater.

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STAFFING

<p>Current Org (10)</p> <ul style="list-style-type: none"> • Manager (V) • Superintendent (1) • Water Quality (Lab) Technician (1) • Operator IV (V) <ul style="list-style-type: none"> • Operator Lead (V) • Equipment Operator (2) • Laborer (2,V) 	<p>Proposed Org (12)</p> <ul style="list-style-type: none"> • Manager • Superintendent <ul style="list-style-type: none"> • Lab Supervisor • Lab Tech • Operations Supervisor <ul style="list-style-type: none"> • Operator Junior • Operator Basic • Operator in Training • Collections Supervisor <ul style="list-style-type: none"> • Collections II • Collections I x2
---	---

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STAFFING

Current Organization

Draft Proposed Organization

26

PROGRESS

27

Consultants initial plan of action

- Safety assessment - correct deficiencies
- Lab assessment – verify permits requirements and correct procedures
- Assess process needs – initiate process changes
- Assess Collections and field work – develop a plan
- Assess grounds, facilities and equipment needs
- Assess scheduling and assignments – develop a regular schedule

28

Facility improvements & Staff accomplishments

- Restored the micro organisms to the AB and digesters.
- Repaired Digester Blower, UV system, ~6 pumps and 2 Aeration blowers
- Acid Cleaning of disc filters
- Installed Aeration Basin mixers
- Sludge levels reduced from an excess of 10 ft to ideal 2 ft
- Restored two failed SMCDC pumps
- Implemented a Regular schedule for equipment & vehicle inspection and maintenance
- Implemented a Regular schedule for collections, hauling and injections
- Assessed on call staffing for safety and the needs of the community. 2 on call depending on staff availability.
- Initiated communications with contractors/engineers on private project specs.
- Organized all documents/housekeeping
- Grounds keeping and facilities maintenance. Painted buildings & parking lot

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**GENERAL FUND REVENUE COMPARISON
THRU AUGUST 31, 2019 16.66% OF YEAR LAPSED (2 of 12 months)
FISCAL YEAR 2020**

Total Budget to Actual Comparison

	A		B		C		D		E		G (E/B) FY 2020 % REV
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 YTD - ACTUAL				
PROPERTY TAX	1,485,000	1,312,372	218,729	46,713	80,853	6%					
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	591,667	679,873	673,756	19%					
FRANCHISE TAX	750,000	750,000	130,144	122,724	122,724	16%					
GROSS RECEIPT TAX .75	2,332,500	2,449,125	408,188	446,506	442,481	18%					
1/8 INFRASTRUCTURE	372,000	372,000	62,000	70,799	70,206	19%					
GRT .25 (JAN 2011)	1,060,000	1,060,000	176,667	194,280	192,699	18%					
GRT -HOLD HARMLESS (JULY 2015)	-	0	0	-	0	0%					
LICENSE & FEES	83,500	63,000	10,500	8,417	6,876	11%					
INTERGOVERNMENTAL	77,144	76,500	12,750	6,956	13,847	18%					
LOCAL-FINES	66,500	66,500	11,083	11,357	13,573	20%					
LOCAL-MISC	1,648,800	1,667,450	277,908	272,740	274,654	16%					
TOTAL	11,425,444	11,366,947	1,894,491	1,867,786	1,891,670	17%					

(License& Fees-Business Licenses, Liquor Licenses and Building Permits,Development Fees)
(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

FISCAL YEAR 2020

Total Budget to Actual Comparison

	A		B		C		D		E		H (E/B) % BDGT
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL						
JUDICIAL	294,648	300,157	50,026	40,807	48,008	16%					
GOVERNING BODY	73,038	72,409	12,068	9,795	12,037	17%					
MAYOR	60,736	43,484	7,247	2,747	2,824	6%					
MANAGER	261,412	264,452	44,075	39,726	31,683	12%					
EXECUTIVE	0	0	0	0	0	0%					
MUNICIPAL CLERK	222,499	270,729	45,122	35,538	38,370	14%					
CITY ATTORNEY	229,704	218,052	36,342	15,963	22,788	10%					
PERSONNEL/HR	245,259	249,961	41,660	26,421	36,832	15%					
FINANCE	467,223	475,653	79,276	60,110	71,500	15%					
COMMUNITY DEV.	528,706	506,791	84,465	49,419	51,237	10%					
POLICE	4,006,680	4,277,031	712,839	623,415	624,449	15%					
CODE ENFORCEMENT	150,334	142,021	23,670	11,154	11,644	8%					
ANIMAL SHELTER	135,490	150,424	25,071	21,438	22,019	15%					
FIRE	1,357,467	1,384,729	230,788	200,508	198,493	14%					
PUBLIC WORKS/AIRPORT	450,832	487,071	81,179	68,251	73,323	15%					
PARKS	290,709	290,323	48,387	26,369	35,755	12%					
AIRPORT	0	0	0	0	0	0%					
LIBRARY	200,046	232,272	38,712	23,534	36,320	16%					
MUSEUM	148,116	154,939	25,823	17,088	12,676	8%					
GENERAL SERVICES	3,161,410	2,723,568	453,928	481,114	201,382	7%					
SALARY CONTINGENCY	0	0	0	0	0	0%					
TRANSFERS	751,352	744,667	124,111	123,250	124,083	17%					

**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU AUGUST 31, 2019 - 16.66% YEAR LAPSED (2 of 12 months)
FISCAL YEAR 2020**

	<u>Total Budget to Actual Comparison</u>					G (E/B) % BUDGET
	A	B	C	D	E	
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	
WASTE WATER (610)	2,966,100	3,419,600	569,933	529,325	489,051	14%
NATURAL GAS (620)	5,036,000	5,041,250	840,208	338,736	441,512	9%
SOLID WASTE (630)	3,419,400	3,413,400	568,900	572,844	601,583	18%
WATER (640)	5,138,950	5,172,720	862,120	983,390	874,555	17%
Total of Enterprise Funds	16,560,450	17,046,970	2,841,162	2,424,294	2,406,701	14%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU AUGUST 31, 2019 - 16.66% YEAR LAPSED (2 of 12 months)
FISCAL YEAR 2020**

	<u>Total Budget to Actual Comparison</u>					H (E/B) % BUDGET
	A	B	C	D	E	
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	
WASTE WATER(610)	3,317,958	4,671,737	778,623	518,802	434,100	9%
NATURAL GAS (620)	6,179,773	6,930,179	1,155,030	446,683	439,002	6%
SOLID WASTE (630)	3,760,097	3,781,260	630,210	504,279	466,031	12%
WATER (640)	4,707,663	5,481,285	913,548	651,838	715,395	13%
Total of Enterprise Funds	17,965,491	20,864,461	3,477,410	2,121,601	2,054,527	10%

**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU AUGUST 31, 2019 - 16.66% OF YEAR LAPSED (2 OF 12 MONTHS)
FISCAL YEAR 2020**

	A	B	C	D	E	G (E/B) % REV
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	
RECREATION-TAXES (Cig)	0	0	0	0	0	0%
WELLNESS CENTER	115,000	115,000	19,167	19,066	14,927	13%
OPEN SWIM	20,000	10,000	1,667	3,749	3,239	32%
YAFL	0	0	0	0	0	0%
YABL/ADULT BASKETBALL	16,500	16,500	2,750	1,464	21	0%
SUMMER FUN PROGRAM	26,000	30,000	5,000	1,118	921	3%
RECREATION-OTHER	85,000	62,500	10,417	2,126	2,296	4%
GEN FUND TRANSFER	400,000	400,000	66,667	66,640	66,640	17%
TOTAL	662,500	634,000	105,667	94,162	88,044	14%

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU AUGUST 31, 2019 - 16.66% OF YEAR LAPSED (2 OF 12 MONTHS)
FISCAL YEAR 2020**

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 AVAIL. BAL.	
EMPLOYEE EXP.	633,166	619,444	103,241	88,298	89,470	529,974	14%
YAFL	0	0	0	0	0	0	0%
YABL/ADULT BASKETBALL	8,500	8,500	1,417	1,128	0	8,500	0%
OTHER OPERATING EXP.	95,350	83,850	13,975	12,079	16,064	67,786	19%
CAPITAL OUTLAY	9,500	9,500	1,583	2,984	436	9,064	5%
TOTAL	746,516	721,294	120,216	104,489	105,971	615,323	15%

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 8/21/19

DEPT: PUBLIC WORKS

MEETING DATE: 9/18/19

ITEM/TOPIC: Resolution 19-48 match waiver request

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval of Resolution 19-48*

BACKGROUND/RATIONALE: as per New Mexico Department of Transportation (NMDOT) submittal criteria it is required that a Resolution of support from our Local Governing Body accompany Match Waiver request. In complying with this criteria staff is requesting that this Resolution be approved for the plan, design, construction, construction management, reconstruction, pavement rehabilitation, drainage improvements, and miscellaneous construction, from National Ave. from 12thSt. down Bridge St., around the Plaza Park, to include Camino De Las Escuelas, South Gonzales St., South Pacific St., to end at Moreno St., also Hot Springs Blvd., and North Gonzales St. to end at Valencia St.

STAFF RECOMMENDATION: Approval of Resolution

COMMITTEE RECOMMENDATION: N/A

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)

**STATE OF NEW MEXICO
CITY OF LAS VEGAS
Resolution #19-48**

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM (CALL FOR PROJECTS)
AND REQUEST FOR MATCH WAIVER ADMINISTRED BY NEW MEXICO DEPARTMENT OF
TRANSPORTATION**

WHEREAS; the City of Las Vegas and the New Mexico Department of Transportation (NMDOT) have entered into an Agreement;

WHEREAS; the total project cost is \$1,617,562.00;

WHEREAS; the share amount from NMDOT shall be 95% or \$1,536,683.90;

WHEREAS; the City of Las Vegas' proportional matching share shall be 5% or \$80,878.10 if a "Hardship" for "Match Waiver" is not deemed to be present by the Department of Finance and Administration and the NMDOT;

WHEREAS; the City of Las Vegas has a limited tax base which limits the funding for meeting the proportional matching share and a fund exists in the NMDOT appropriated by the New Mexico State Legislature for Public Entities" in need of "Hardship";

WHEREAS; the City of Las Vegas requests participation in this Match Waiver Program in the amount of \$80,878.10 to acquire funds;

WHEREAS; the project for this Call for projects program is to be adopted and has a priority standing for the proportional match waiver toward completion of the project.

NOW THEREFORE, BE IT RESOLVED, by the City of Las Vegas to enter into this Agreement with the New Mexico Department of Transportation's FY19 Local Government Road Fund (LGRF) Project, for the plan, design, construction, and construction management for National Street /Bridge Street within the control of the City of Las Vegas, in San Miguel County, New Mexico.

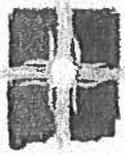
PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF September 2019.

ATTEST:

Casandra Fresquez, City Clerk

CITY OF LAS VEGAS

TONITA GURULE-GIRON
MAYOR

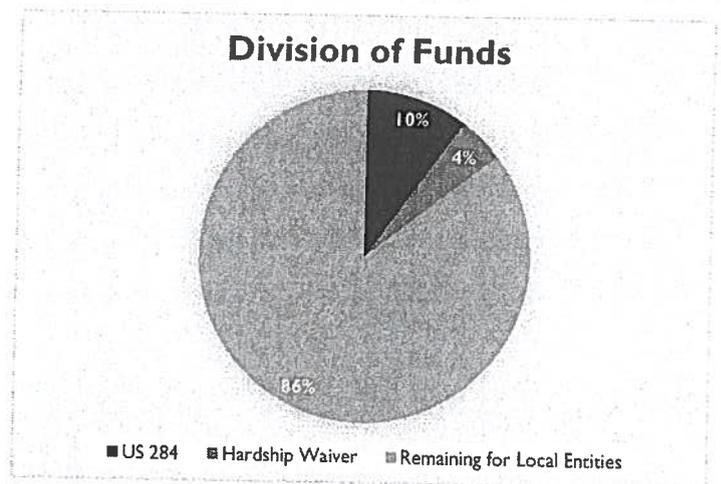


New Mexico DEPARTMENT OF
TRANSPORTATION

LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND

LGTPF DIVISION OF FUNDS

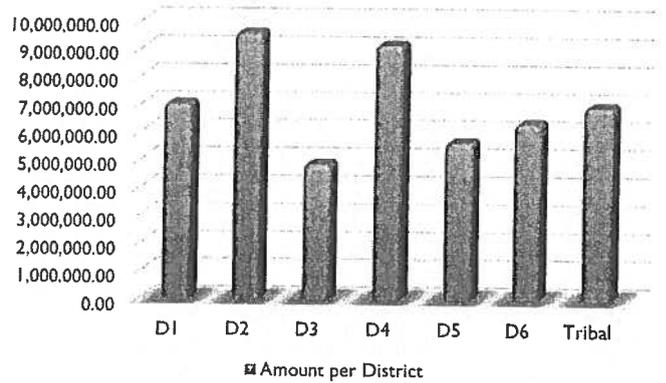
- \$50 million awarded for 2019
 - \$5 million awarded to US 82
 - \$2.25 million dedicated for Hardship Waiver
 - \$42.75 million to distribute to Local Entities



2019 DATA

- 166 applications received for 2019
- 57 projects selected to award funding
- Total of \$42.4 million awarded to districts
- \$6.9 million awarded to Tribal entities

Amount per District



4	City of Las Vegas	National Avenue and Bridge Street	1,536,683.90	80,878.10	1,617,562.00
	City of Santa Rosa	Riverside Drive Project	788,887.60	41,520.40	830,408.00
	City of Tucumanari	2nd Street	475,000.00	25,000.00	500,000.00
	Colfax County	Gardner Bridge	503,500.00	26,500.00	530,000.00
	Quay County	Historic Route 66 Bridge #1625	3,081,465.00	162,182.37	3,243,647.37
	San Miguel County	Gonzales Ranch Road Improvement Project	565,625.00	29,769.74	595,394.74
	Village of Angel Fire	Phase III of Camino Grande Improvements	893,000.00	47,000.00	940,000.00
	Village of Eagle Nest	Fishermans Lane Improvements	1,140,000.00	60,000.00	1,200,000.00
	Village of San Jon	Safety Project	118,750.00	6,250.00	125,000.00
4 Total Tribal			9,102,911.50	479,100.61	9,582,012.11

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/21/19

DEPT: Public Works

MEETING DATE: 09/18/19

ITEM/TOPIC: Resolution No.19-49 COOP extension request

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution 19-49

BACKGROUND/RATIONALE: as part of the submittal criteria for the New Mexico Department of Transportation, it is required that a Resolution of support from our Local Governing Body ensuing support for a one year extension for the plan, design, construction, construction management, reconstruction, pavement rehabilitation, drainage, and miscellaneous improvements to Keen St. and West National St..

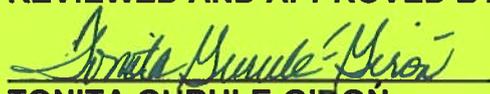
STAFF RECOMMENDATION: Approve of Resolution 19-49

COMMITTEE RECOMMENDATION:N/A

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)

**CITY OF LAS VEGAS
RESOLUTION NO. 19-49**

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT ADMINISTERED

By the New Mexico Department of Transportation (NMDOT)

WHEREAS; the Governing Body of the City of Las Vegas support a request for a one year extension to jointly coordinated grant administered by the NMDOT.

WHEREAS; the City of Las Vegas and the NMDOT have entered into a joint coordinated effort, and,

WHEREAS; the Governing Body does provide authorization and approval for an extension request of one year to FY 2019 Municipal Cooperative Agreement (COOP), Project No. SP-4-19(957), Control No. L400397, Vendor No. 54343, Contract No. D15952.

NOW, THEREFORE, it is respectfully requested that authorization be given of said request to the NMDOT District 4 office for approval of said request.

PASSED, APPROVED, AND ADOPTED this _____ day of September, 2019.

CITY OF LAS VEGAS

ATTEST:

TONITA GURULE-GIRON

CASANDRA FRESQUEZ,
CITY CLERK

Contract No. D15952
Vendor No. 54343
Project No. SP-4-19(957)
Control No. L400397

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Las Vegas** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various city streets**, as described in Project No. **SP-4-19(957)**, Control No. **L400397**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Two Hundred Fifty Three Thousand, Nine Hundred Eighty Dollars (\$ 253,980.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$ 190,485.00**

**Plan design, construction management, construction, reconstruction,
pavement rehab, drainage improvements and miscellaneous construction to
various city streets.**

2. The Public Entity's required proportional matching
Share shall be 25% **\$ 63,495.00**
For purpose stated above

3. Total Project Cost **\$ 253,980.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **Two Hundred Fifty Three Thousand, Nine Hundred Eighty Dollars (\$ 253,980.00)**.

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 1. Utility Certification,
 2. Drainage and storm drain design,
 3. Geotechnical design,
 4. Pavement design,
 5. Environmental and archaeological clearances Certification,
 6. Right of-way acquisition Certification,
 7. Hazardous substance/waste site(s) contamination,
 8. Railroad Certification,
 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State

Transportation Commission.

- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2019**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

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

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

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

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

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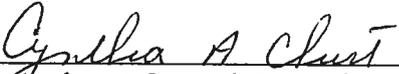
In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: 
Cabinet Secretary or Designee

Date: 7/12/18

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

By: 
Assistant General Counsel

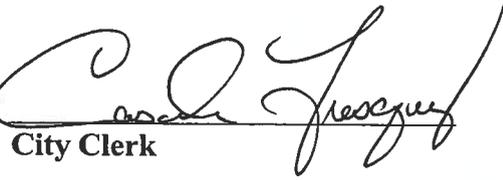
Date: 7-13-18

City of Las Vegas

By: 

Date: 06-28-2018

Title: Mayor

Attest: 
City Clerk

CITY OF LAS VEGAS, NM
RESOLUTION NO. 18-25

EXHIBIT-C

A Resolution Supporting the New Mexico Department of Transportation Municipal Cooperative Agreement(COOP) SP-4-19-(957) for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements and Miscellaneous Construction for Keen Street from Grant Street to West National Avenue.

WHEREAS, the cost of the program stated in this resolution is Two Hundred Fifty Three Thousand Nine Hundred Eighty Dollars, (\$253,980.00); and

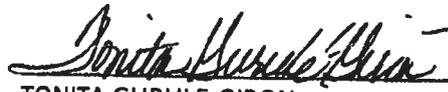
WHEREAS, the City of Las Vegas' Governing Body has declared improvements are needed to Keen Street and West National Avenue a necessity for the good and well being of citizens of Las Vegas, New Mexico and to support this Cooperative Agreement for funding to accomplish the work; and

WHEREAS, the City of Las Vegas will work in accordance with the funding requirements of the Municipal Cooperative Agreement (COOP) program SP-4-19-(957) and will budget \$63,495.00 which is 25% of total cost of project of \$253,980.00.

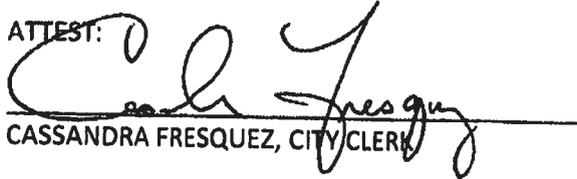
NOW, THEREFORE, BE IT RESOLVED by the local governing body of the City of Las Vegas that the Cooperative Agreement for the above funding be submitted to the New Mexico Department of Transportation.

PASSED, APPROVED, AND ADOPTED this 20 day of June, 2018.

CITY OF LAS VEGAS


TONITA GURULE-GIRON
MAYOR

ATTEST:


CASSANDRA FRESQUEZ, CITY CLERK

2018-2019 COOP

Phase I Construction Keen Street (Grant to W. National), West National (Keen to Romero)

Item No.	NMDOT Spec No.	Description	Unit	Estim. Quantity	Unit Price	Amount
1	207000	12 inch Subgrade prep	SY	2325	\$ 3.00	\$ 6,975.00
2	408100	Prime Coat Material	TON	3	\$ 450.00	\$ 1,350.00
3	415000	Pavement Surface Restoration Including Pulverization	SY	2325	\$ 3.25	\$ 7,556.25
4	423282	HMA SP-III 3 inch	SY	2325	\$ 20.00	\$ 46,500.00
5	570000	Curb and Gutter	LF	1725	\$ 23.00	\$ 39,675.00
6	601000	Removal of Structures and Obstructions	LS	1	\$ 1,500.00	\$ 1,500.00
7	603281	SWPPP Prep and Maintenance	LS	1	\$ 1,000.00	\$ 1,000.00
8	617000	Video Taping	LS	1	\$ 750.00	\$ 750.00
9	618000	Traffic Control Management	LS	1	\$ 12,500.00	\$ 12,500.00
10	621000	Mobilization, Demobilization, Closeout	LS	1	\$ 15,000.00	\$ 15,000.00
11	623000	Drop Inlet including storm sewer pipe	EA	3	\$ 7,500.00	\$ 22,500.00
12	701000	Panel Signs	SF	48	\$ 30.00	\$ 1,440.00
13	701100	Steel Post and Base Post for Aluminum Panel Sign	LF	96	\$ 12.00	\$ 1,152.00
14	704763	Retroreflectorized Pavement Marking 12" Wide	LF	52	\$ 6.00	\$ 312.00
15	801000	Construction Staking by the Contractor	LS	1	\$ 2,500.00	\$ 2,500.00
16	802000	Post Construction Plans	LS	1	\$ 1,500.00	\$ 1,500.00
17		Utility Adjustment/Relocation	ALLOW	1	\$ 2,500.00	\$ 2,500.00
18		Laboratory Testing	ALLOW	1	\$ 5,000.00	\$ 5,000.00
		10% contingency				\$ 16,971.03
		Subtotal				\$ 186,681.28
		NMGRT (8.3958%)				\$ 15,673.39
		Total Construction Cost				\$ 202,354.66

Engineering Services Segment 1

1		Bid and Award				\$ 6,000.00
2		Construction Phase Services				\$ 16,000.00
3		Construction Observation				\$ 20,000.00
		10% contingency				\$ 4,200.00
		Subtotal				\$ 46,200.00
		NMGRT (7.5%)				\$ 3,465.00
		Total Engineering Services Cost				\$ 49,665.00

ESTIMATED TOTAL PROJECT COST **\$ 252,100.00**

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/03/9

DEPT: Public Works

MEETING DATE: 09/18/19

ITEM/TOPIC: Resolution 19-51, Recommendation to Award Molzen Corbin Professional Services for Romero/Salazar Street.

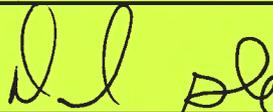
ACTION REQUESTED OF COUNCIL: *Approval/Disapproval of Resolution 19-51*

BACKGROUND/RATIONALE: As per City regulations it is required a Resolution of Support from our Local Governing Body to Award Molzen Corbin Engineering services for the Topographic Survey, Geotechnical Investigation, Plan, Design, Construction Management, Reconstruction, Pavement Rehabilitation, Drainage Improvements, and Miscellaneous Construction, as well as prepare Final Construction Documents, Submit Plans and Specifications of 100%, prepare Final Construction Documents for Advertisement as well as Submitting all Closing Documents on Romero/Salazar Street.

STAFF RECOMMENDATION: Approve Resolution 19-51

COMMITTEE RECOMMENDATION: N/A

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)

**CITY OF LAS VEGAS, NM
Resolution No. 19-51**

Award of Professional Services to Molzen Corbin

WHEREAS; the City of Las Vegas and the New Mexico Department of Transportation (NMDOT) have entered into an agreement, Project No. D18030, Romero/Salazar Street Reconstruction.

WHEREAS; the total amount of the project being Six Hundred Fifty Two Thousand, Two Hundred Fourteen Dollars, (\$652,214.00) in which Engineering cost is included from start to finish.

WHEREAS; Molzen Corbin Engineering entered an Agreement with the City of Las Vegas for Professional Services, Contract No. 3294-17.

NOW THEREFORE, BE IT RESOLVED; by the City of Las Vegas to enter into this Agreement, Project No. D18030 with Molzen Corbin Engineering for the Topographic Survey, Geotechnical Investigation, Plan, Design, Construction Management, Reconstruction, Pavement Rehabilitation, Drainage Improvements, and Miscellaneous Construction, as well as prepare Final Construction Documents, Submit Plans and Specifications of 100%, prepare Final Construction Documents for Advertisement as well as Submitting all Closing Documents on Romero/Salazar Street.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF SEPTEMBER, 2019

ATTEST:

CITY OF LAS VEGAS

Casandra Fresquez, City Clerk

Tonita Gurule-Giron Mayor



City of Las Vegas

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

Madam Mayor Tonita Gurulé-Girón

MEMORANDUM

TO: Ann Marie Gallegos, Interim City Manager

FROM: Daniel Gurule, Interim Public Works Director

DATE: August 30, 2019

RE: Engineering Recommendation, Romero/ Salazar Street Reconstruction Project # D18030

I would like to recommend the use of Molzen/Corbin for Topographic Survey, Geotechnical Investigation, Plan, Design, Construction Management, Reconstruction, Pavement Rehabilitation, Drainage Improvements, and Miscellaneous Construction on Romero & Salazar Street. They will submit 100% plans, prepare final construction documents and advertise this project.

Molzen/Corbin has been a very reliable Engineering firm for the Public Works Department. They provided a cost estimate at no cost to the City for this Legislative Grant. There also will be no matching funds needed for Project # D18030.

If you should have any questions please feel free to contact me at your convenience.

David Ulibarri
Councilor Ward 1

Vince Howell
Councilor Ward 2

Barbara Perea-Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4

Agreement / Contract
No. 3294-17
City of Las Vegas
Date

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

THIS AGREEMENT is made and entered into this 14 day of June, 2017 by and between the City of Las Vegas, hereinafter referred to as the "City", and Molzen Corbin hereinafter referred to as the "Contractor." The City of Las Vegas is a municipal corporation, in the State of New Mexico, as represented by the City Council. The Council's authorized representative to sign this Agreement is Richard Trujillo, City Manager.

1. SCOPE OF SERVICES:

The professional consulting services offeror shall perform engineering consulting services on an as needed basis, as hereafter stated, which includes customary and incidental services pertaining to their field of expertise, to include any/or all of the below listed incidental, planning, or special services:

- A. Engineering Services include the basic engineering and project management services normally required for project development; including civil engineering, environmental engineering, structural engineering, mechanical engineering, and electrical engineering. Basic engineering services are conducted in four distinct and sequential phases:

PRELIMINARY PHASE – This phase involves those activities required for defining the scope of a project by establishing preliminary project requirements, without limitation, as follows:

1. Identification of a project manager who will serve as a contact person to the City of Las Vegas, New Mexico.
2. Confering with the City of Las Vegas on project requirements, programming, finances, schedules, early phases of the project, and other pertinent matters; meeting with the NMDOT, FHWA, and other associated agencies and/or parties on matters affecting a project.
3. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and engineering studies required for preliminary design considerations.

4. **Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.**
5. **Assisting the sponsor in the preparation of necessary and required documents for state and federal grants, including Disadvantaged Business Enterprise (DBE) plans and goals, and exhibits, as required.**

DESIGN PHASE - This phase involves all activities required to undertake and accomplish a full and complete project design including, without limitation, as follows:

1. **Meetings and design conferences to obtain information and to coordinate or resolve design matters.**
2. **Collecting engineering data and undertaking field investigations; geotechnical engineering and surveys; engineering and environmental studies.**
3. **Preparing necessary engineering reports and recommendations.**
4. **Preparing detailed plans, specifications, and cost estimates. Conducting a detailed value engineering analysis, if applicable and if requested.**
5. **Printing and providing necessary copies of engineering drawings and contract specifications.**

BIDDING AND NEGOTIATION PHASE - This phase involves providing sets of plans and specifications for the phase, and all bid documents; acting for the City of Las Vegas in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts; and preparing contract documents.

CONSTRUCTION PHASE - This phase involves all basic services rendered after the award of a construction contract including, without limitation, as follows:

1. **Providing consultation and advice to the City of Las Vegas during all phases of construction.**
2. **Represent the City of Las Vegas at preconstruction conferences.**
3. **On-site construction inspection and management involving the services of a resident engineer, inspector, or manager, periodically during the construction**

or installation phase of a project, and providing appropriate reports to the City of Las Vegas, as directly requested.

4. Reviewing and approving shop drawings submitted by contractors for compliance with design specifications.
 5. Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
 6. Preparing and negotiating change orders and supplemental agreements.
 7. Observing or reviewing performance tests required by specifications.
 8. Determining payment amounts to contractors and assisting sponsors in the preparation of payment requests for amounts reimbursable from grant projects.
 9. Conduct wage rate interviews in accordance with federal standards.
 10. Making final inspections and submitting a report of the completed project to the Owner and/or Sponsor.
- B. Special Services.** These services are performed by the Engineer (or through subconsultants) from time to time at the request of sponsor and may include, without limitation, as follows:
1. Soils investigation, including core sampling, laboratory testing, related analyses, and reports.
 2. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
 3. Land surveys and topographic maps.
 4. Field and/or construction surveys.
 5. Photogrammetry surveys.
 6. On-site construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. (This differs from the periodic inspection responsibilities included as part of the basic services.)
 7. Environmental studies and assessment reports for specific development projects.
 8. Expert witness testimony in litigation involving specific projects, and/or attend planning & zoning meetings, and City Council meetings, as requested.

- 9. Project feasibility studies.**
- 10. Public information activities, studies, and surveys.**
- 11. Preparation of as-built plans.**
- 12. Assisting the sponsor in the preparation of necessary applications for local, state, and federal grants.**
- 13. Review of grading & drainage plans for compliance to City Ordinance, and conduct final inspection on municipal and private grading and drainage projects, as-built, for compliance to ordinance and plan submittal.**
- 14. Preparation of property maps.**
- 15. Preparation of Quality Control Plan.**
- 16. Miscellaneous plans, studies, and assessment reports including environmental, noise, etc.**
- 17. Conduct and prepare draft ordinance revisions as requested.**

C. Planning Services. This category involves studies under the broad heading of community development and master planning and includes, without limitation, as follows:

- 1. Study designs to establish the framework for a detailed work program.**
- 2. Roadway data collection and facility inventories.**
- 3. Roadway activity forecasts and demand/capacity.**
- 4. Facility requirements determination.**
- 5. Drainage reviews for compatibility to City Ordinances, and overall community development.**
- 6. Environmental assessment studies / reports, noise compatibility plans, and other environmental related studies.**
- 7. Compatible land-use planning.**
- 8. Community development project schedules and cost estimates.**
- 9. Infrastructure financing planning.**
- 10. Participation in public information programs and/or public hearings relating to project development, ordinance / policy development, and project planning.**

2. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform its duties in accordance with the ethics of its profession and abide by all safety compliances mandated by the profession.

3. COMPENSATION:

A. Engineering 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.

1. Compensation. As compensation for services as set forth in Paragraph 1 above, the City shall pay the Contractor at the hourly rates as outlined in Attachment A.

2. Time Records. The Contractor shall submit itemized monthly statements of work performed on behalf of each Utility Department. Invoices shall include detail of hours worked. The City reserves the right to request additional documentation from the Contractor prior to paying any disputed portion of the invoice. The City reserves the right to audit this documentation at any time.

6. Payment. Payment to the Contractor shall be made by the City within thirty (30) days of the City's receipt of an acceptable invoice.

7. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature or the City, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

4. TERM OF AGREEMENT:

The term of this agreement shall commence on execution and continue for a period of one (1) year. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the agreement is terminated as otherwise provided herein. Sixty (60) days prior to the end of each year of the agreement, the City may, without

stating a cause, give notice of its intention to terminate the contract. If no such notice of termination is given, then the contract shall be submitted to the City Council for renewal on a year to year basis for a maximum of four (4) years. Any changes in fees under this agreement shall be made by written notice given to the City by the Contractor prior to July 1 of each year and shall become effective on July 1 of that year, unless the change is rejected in writing by the City, in which case this agreement shall terminate. The agreement may be terminated by either part upon a thirty (30) day written notice to the appropriate operating address, and if not terminated by such means before, shall terminate at the close of the day one year after execution. The written notice referred herein need not set forth reasons for any such termination. By such termination neither party may nullify obligations already incurred prior to the date of termination. The two parties may shorten this notice requirement only upon a written agreement. Should the Contractor default on the agreement, the City shall retain the right to terminate this agreement immediately. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either part incurred prior to the date of termination.

5. AMENDMENT:

This agreement will not be altered, changed or amended except by a written document signed by the parties to this agreement.

6. STATUS OF CONTRACTOR:

The Contractor, its agents and employees, are independent contractors performing services for the City and are not employees of the City. The Contractor, its agents and employees shall not accrue leave, retirement, insurance, etc. as a result of this agreement.

7. ASSIGNMENT:

The Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due, or to become due, under this agreement without prior written approval of the City. If such assignment is allowed, the Contractor shall be ultimately responsible to insure that the work is performed satisfactorily. The Contractor shall not have the authority to enter into any contract binding upon the City or create any

obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.

8. SUBCONTRACTING:

None of the work of the services covered by this agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this agreement.

9. RECORDS, AUDITS AND REPORTING:

The Contractor shall maintain a complete file for all work done, including all contracted/commercial work. This file will contain all work orders generated. Upon prior notice by the City, the Contractor will provide authorized City representatives with access at all reasonable times to all electronic, hard data and will provide the City cost verification for work. An annual report may be required. These records become the property of the City at contract termination or conclusion. The Contractor shall be required to communicate and update City staff on the status of work.

10. CONFLICT OF INTEREST:

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

11. STOPPAGE OF WORK:

The City retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work.

12. AMENDMENT:

Except as provided in Paragraph 3, any material change in the terms of this agreement shall be deemed an amendment, and any amendment shall be void unless made in writing and signed by the parties.

13. APPLICABLE LAW:

This agreement shall be governed by the Laws of the State of New Mexico.

14. SCOPE OF AGREEMENT, MERGER:

This agreement incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this agreement and all such agreements, covenants or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this agreement.

15. WAIVER:

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.

16. INSURANCE:

The Contractor must at all times hold errors and omissions liability insurance of at least \$1,000,000.00. Proof of compliance with this insurance requirement is to be provided to the City of Las Vegas upon execution of this agreement.

17. NOTICE:

Any notice required to be given under this agreement shall be deemed sufficient, if in writing, sent by mail or hand delivery to the City Clerk's office and/or responsive City Department Director or the Contractor.

18. SUBJECT TO OTHER DOCUMENTS:

This agreement is subject to terms and conditions of the Statutes of New Mexico, the Charter, Resolutions, Ordinances and Administrative Regulations of the City of Las Vegas as they exist at the time this agreement is signed. All these Statutes, Resolutions,

Ordinances and Administrative Regulations are incorporated by reference into this agreement.

19. INDEMNIFICATION:

The Contractor shall fully indemnify, hold harmless and defend the City, its directors, officers, officials, employees, agents, affiliates and volunteers ("Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable fees and costs), whether or not involving a third party claim, which arise out of or relate to any injury to persons or property that are a result of an error, omission, or negligent act of the Contractor or any person employed by or acting on behalf of the Contractor.

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, Section 41-4-1, and et. seq. NMSA 1978, 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. BRIBERY AND KICKBACKS: The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. Additionally, as required by Section 13-1-191, N.M.S.A. 1978 it should be noted that it is a third degree felony under New Mexico law to commit the offense of bribery of the public officer or employee (Section 30-4-1, N.M.S.A., 1978); it is a third degree felony to commit the offense of demanding or receiving a bribe by any public employee (Section 30-24-2, N.M.S.A., 1978); it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-40-1, N.M.S.A., 1978); it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, N.M.S.A., 1978).

22. DISCRIMINATION PROHIBITED: In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion,

sex, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter amended.

23. THIRD PARTY BENEFICIARIES:

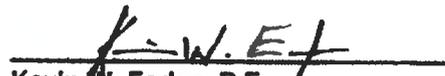
By entering into this agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary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

IN WITNESS WHEREOF, the parties have hereunto set their hands:

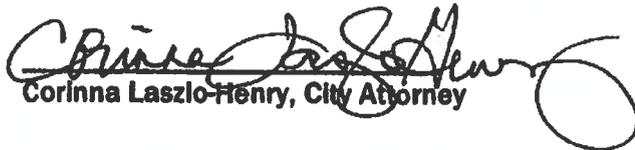
City of Las Vegas:


Richard Trujillo, City Manager

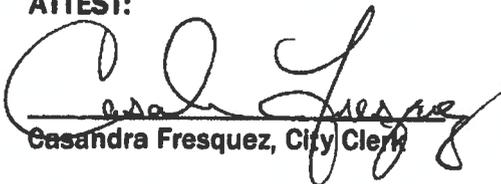
Contractor:


Kevin W. Eades, P.E.
Executive Vice President
Molzen-Corbin & Associates, Inc.
2701 Miles Road SE
Albuquerque, NM 87106

Approved as to Legal Sufficiency only:


Corinna Laszlo-Henry, City Attorney

ATTEST:


Gasandra Fresquez, City Clerk

MOLZENCORBIN

SENT VIA E-MAIL

July 8, 2019

Mr. Daniel Gurule
Project Manager
City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

RE: 2019 NMDOT Fund 89200 Capital Appropriation Project LVG173-16
Romero & Salazar Street Improvements
Proposal for Professional Engineering Services for the Design and Construction Phase

Dear Mr. Gurule:

Molzen Corbin is pleased to present this proposal for Professional Engineering Services during the Design and Construction Phase for the above-referenced project.

As you are aware, the City has received a New Mexico Department of Transportation (NMDOT) Fund 89200 Capital Appropriation Project funding agreement in the amount of \$652,214.00 to plan, design, and construct pavement and drainage improvements to streets in Las Vegas. The City has chosen to use this funding for the re-construction of Romero Street and Salazar Street between Grant Street and West National Avenue as shown on Attachment A.

It is our understanding that the City would like pavement improvements for the two roadways between Grant Street and West National Avenue as the existing pavement is severely deteriorated. Should funding and Right-of-Way (ROW) allow, the City would like drainage and pedestrian improvements. The Scope of Work below is based on previous coordination with you and City staff and on our general understanding of the project.

SCOPE OF WORK

1. Topographic Survey
 - a. Complete a One-Call utility design locate request.
 - b. Complete a GPS topographic survey of the project limits.
2. Geotechnical Investigation
 - a. Complete a geotechnical investigation within the area to determine existing soil conditions and pavement conditions as well as the design pavement section.
3. Design Phase Services
 - a. Coordinate with Las Vegas Utilities to verify utility improvements are not desired within the area. Should Utilities request Utility design, a contract amendment will be required.
 - b. Complete minor easement research to verify ROW limits. Should a title company, boundary survey, etc. be required, a contract amendment will be required.
 - c. Prepare plans and specifications to advertise the improvements for both Romero Street and Salazar Street as one bidding package.
 - d. Prepare preliminary construction cost estimates.

4. **NMDOT Clearances**
 - a. Coordinate with the City and NMDOT for Environmental (ISA, TLPA), ITS, Railroad, ROW, and Utility Clearances.
5. **Bidding and Award Phase Services**
 - a. Advertise and open construction bids for the project, including responding to bidders' questions during the advertisement period and preparing addenda, as required, for the bid documents.
 - b. Prepare the Bid Tabulation, Bid Evaluation, and provide award information to the City.
6. **Construction Phase Services**
 - a. Schedule and attend the Pre-Construction Conference including the preparation of meeting minutes.
 - b. Attend construction progress meetings once every two weeks or once a month as agreed to at the Pre-Construction Conference.
 - c. Review Contractor's submittals.
 - d. Respond to Contractor's inquiries in the form of a Request for Information (RFI).
 - e. Review and process Change Orders that may arise due to unforeseen conditions.
 - f. Coordinate with the City, Construction Observer, and Contractor as needed during the construction duration.
 - g. Coordinate with the NMDOT when required by the funding agreement or clearances as requested by the City.
 - h. Review Contractor's payment applications.
7. **Closeout**
 - a. Coordinate and attend the Substantial Completion inspection including the development of the punch list of items to be completed prior to final close-out.
 - b. Coordinate and attend the final walk through to verify completion of punch list items.
 - c. Prepare as-built Record Drawings.
 - d. Coordinate with Contractor for submission of close-out documents listed in the Project Manual. Review Contractor's close-out submittals

The following items are excluded from the above Scope of Services, however, we would be pleased to undertake any of these tasks at the City's request:

- Public coordination.
- Subsurface utility engineering.
- Cultural or Biological Resources Survey and/or report.
- Environmental documentation.
- Boundary and/or Easement Survey.
- Utility design.
- Permitting with City or Agency.
- Qualifications based bidding documents.
- Drainage system design.

Mr. Daniel Gurule
July 8, 2019
Page 3

COMPENSATION

We propose a Time and Materials budget for Design Services and Construction Services as described below:

LUMP SUM TASKS	
Topographic Survey	\$ 7,330.00
Geotechnical Investigation	\$ 6,025.00
Design	\$ 32,990.00
NMDOT Clearances	\$ 5,810.00
Bid and Award	\$ 6,115.00
Subtotal Lump Sum Tasks Excluding NMGRT	\$ 58,270.00
TIME AND MATERIALS TASKS	
Construction Phase Services	\$ 18,280.00
Closeout	\$ 9,060.00
Construction Observation	\$ 48,140.00
Reimbursables	\$ 2,475.00
Subtotal T&M Tasks Excluding NMGRT	\$ 77,955.00
Subtotal Excluding NMGRT	\$ 136,225.00

This budget will not be exceeded without your prior authorization.

COMPLETION

We are estimating Spring/Summer 2020 construction, with the substantial completion 90 days after the Notice to Proceed.

If you are in agreement with the proposed Scope, Schedule, and Fee for these services, please sign this Task Order/Agreement letter and return to Molzen Corbin.

We appreciate the opportunity to provide Professional Engineering Services to the City of Las Vegas. If you have any questions or require additional information, please contact Mr. Jonah Ruybalid, P.E. or myself at (505) 242-5700.

Sincerely,

MOLZEN CORBIN

CITY OF LAS VEGAS



Kevin W. Eades, P.E.
Executive Vice President

Daniel Gurule
Project Manager

JR:scc
Attachment

CIVIL MANHOUR ESTIMATE
 Romero/Salazar Street Reconstruction
 City of Las Vegas
 Jonah Ruysbald

ATTACHMENT B

MOLZENCORBIN

No.	Project Task	CIVIL				ADMINISTRATION				Grand Totals
		Principal Engineer	Professional Engineer	Engineering Intern II	Senior Design Specialist	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants Tech. Administrator	
I. Topographic Survey										
1	One Call Request		5.00	2.00		7.00				7.00
2	Coordination with Surveyors		1.00			1.00				1.00
3	CADD Management				1.00	1.00				1.00
4	Project Management		1.00			1.00				1.00
5	Quality Assurance	1.00				1.00				1.00
Subtotal Hours Topographic Survey		1.00	7.00	2.00	1.00	11.00	0.00	0.00	0.00	11.00
Subtotal Fees Topographic Survey		\$205.00	\$910.00	\$210.00	\$135.00	\$1,460.00	\$0.00	\$0.00	\$0.00	\$1,460.00
II. Geotechnical Investigation										
1	Coordination with Sub-consultant, provide info		2.00	6.00		10.00				10.00
2	Sub-Consultant Agreement					0.00		2.00	2.00	2.00
3	Project Management		1.00			1.00				1.00
4	Quality Assurance	1.00				1.00				1.00
Subtotal Hours Geotechnical Investigation		1.00	3.00	6.00	0.00	12.00	0.00	0.00	2.00	14.00
Subtotal Fees Geotechnical Investigation		\$205.00	\$390.00	\$840.00	\$0.00	\$1,435.00	\$0.00	\$0.00	\$190.00	\$1,625.00
III. Design Phase Services										
1	General Sheets		1.00	8.00	2.00	11.00				11.00
2	Plot Research (minimal)		8.00			8.00				8.00
3	Horizontal Alignments		2.00		8.00	10.00				10.00
4	Vertical Alignments		2.00		8.00	10.00				10.00
5	Plan and Profiles		6.00		24.00	30.00				30.00
6	Turnout Plans		4.00		18.00	20.00				20.00
7	Drainage Calculations, Considerations		4.00	4.00	2.00	10.00				10.00
8	Miscellaneous Details		2.00	8.00	8.00	18.00				18.00
9	Traffic Control Details		4.00		8.00	12.00				12.00
10	Signage and Striping		2.00		8.00	10.00				10.00
11	Project Manual Front Ends		8.00			8.00		8.00	8.00	16.00
12	Project Manual Technical Specifications		8.00			8.00		8.00	8.00	16.00
13	Construction Cost Estimates		1.00	4.00	4.00	9.00				9.00
14	Preliminary Review and Revisions	4.00	10.00	4.00	18.00	34.00		4.00	4.00	38.00
15	Pre-Final Review and Revisions		4.00		8.00	12.00		2.00	2.00	14.00
16	NMDOT/City Coordination		8.00			8.00	2.00			10.00
17	CADD Management				4.00	4.00				4.00
18	Project Management		6.00			6.00				6.00
19	Quality Assurance	4.00				4.00				4.00
Subtotal Hours Design Phase Services		8.00	82.00	28.00	118.00	234.00	2.00	22.00	0.00	266.00
Subtotal Fees Design Phase Services		\$1,640.00	\$10,680.00	\$2,940.00	\$15,960.00	\$30,900.00	\$110.00	\$1,980.00	\$0.00	\$32,990.00
IV. NMDOT Clearances										
1	Environmental-ISA		4.00			4.00		1.00		5.00
2	Environmental-TLPA		4.00			4.00		1.00		5.00
3	ITS		3.00			3.00		1.00		4.00
4	Railroad		3.00			3.00		1.00		4.00
5	Right-of-Way		6.00			6.00		1.00		7.00
6	Utility		12.00			12.00		1.00		13.00
7	Project Management		4.00			4.00				4.00
8	Quality Assurance	2.00				2.00		2.00		4.00
Subtotal Hours NMDOT Clearances		2.00	38.00	0.00	0.00	38.00	0.00	8.00	0.00	46.00
Subtotal Fees NMDOT Clearances		\$410.00	\$4,680.00	\$0.00	\$0.00	\$5,080.00	\$0.00	\$720.00	\$0.00	\$5,810.00
V. Bidding and Award Phase Services										
1	Advertisement		1.00			1.00	4.00	2.00		7.00
2	Pre-bid meeting		6.00	6.00		12.00				12.00
3	Addenda	1.00	6.00			7.00	2.00	2.00		11.00
4	Bid Opening		6.00			6.00				6.00
5	Bid Tabulation, Evaluation, Consideration of Award	1.00	4.00			5.00		6.00		11.00
6	Coordination		2.00			2.00				2.00
7	Project Management		3.00			3.00				3.00
8	Quality Assurance	1.00				1.00				1.00
Subtotal Hours Bidding and Award Phase Services		3.00	28.00	6.00	0.00	37.00	6.00	10.00	0.00	53.00
Subtotal Fees Bidding and Award Phase Services		\$515.00	\$3,640.00	\$830.00	\$0.00	\$4,685.00	\$330.00	\$900.00	\$0.00	\$5,115.00
VI. Construction Phase Services										
1	Pre-Con	1.00	6.00	6.00		13.00				15.00
2	Construction Progress Meetings (twice/month max) Minutes	2.00	24.00	12.00	4.00	42.00				42.00
3	Submittals	1.00	12.00	16.00	4.00	33.00		4.00		37.00
4	RFIs		4.00		4.00	8.00				8.00
5	Change Orders		8.00			8.00		2.00		10.00
6	Observer/Contractor, NMDOT, City Coordination		8.00			8.00				8.00
7	Payment Applications		4.00	12.00		16.00		2.00		18.00
8	Project Management		8.00			8.00				8.00
9	Quality Assurance	2.00				2.00				2.00
Subtotal Hours Construction Phase Services		6.00	78.00	46.00	12.00	140.00	0.00	8.00	0.00	148.00
Subtotal Fees Construction Phase Services		\$1,230.00	\$9,680.00	\$4,630.00	\$1,620.00	\$17,560.00	\$0.00	\$720.00	\$0.00	\$18,290.00
VII. Closeout										
1	Substantial Completion		7.00		6.00	13.00				13.00
2	Punchlist		4.00			4.00		3.00		7.00
3	Final Walk Through		6.00			6.00				6.00
4	As-Builts			8.00	16.00	24.00				24.00
5	Closeout Submittals (release of liens, etc.)		4.00	4.00		8.00		1.00		9.00
6	NMDOT Closeout Documentation if required		4.00	4.00		8.00				8.00
7	Project Management		3.00			3.00				3.00
8	Quality Assurance	2.00				2.00				2.00
Subtotal Hours Closeout		2.00	28.00	18.00	22.00	69.00	0.00	4.00	0.00	72.00
Subtotal Fees Closeout		\$410.00	\$3,640.00	\$1,690.00	\$2,970.00	\$9,700.00	\$0.00	\$360.00	\$0.00	\$9,090.00
Total Labor Hours		23.00	260.00	108.00	151.00	540.00	8.00	52.00	2.00	602.00
Standard Billing Rate or Fee		\$205.00	\$130.00	\$105.00	\$135.00		\$55.00	\$90.00	\$95.00	
Fee Dollars		\$4,715.00	\$33,680.00	\$11,130.00	\$20,385.00	\$70,030.00	\$440.00	\$4,680.00	\$190.00	\$5,310.00

CONTRACT AMOUNT
 Romero/Salazar Street Reconstruction
 City of Las Vegas

MOLZENCORBIN

Jonah Ruybalid

COST CALCULATED
 CONTRACT AMOUNT

BASIC FEE (Labor)				
SUBTOTAL LABOR				\$75,340.00
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				\$4,000.00
Reimbursable Markup (if any)		10%		\$400.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS			\$4,000.00	\$4,400.00
TOTAL BASIC FEE				\$79,740.00
Observation Total From Observation Contract Amount (Excluding GRT)				\$48,140.00
In House Survey From Survey Contract Amount (Excluding GRT)				\$5,870.00
SUBTOTAL ADDITIONAL SERVICES				\$0.00
REIMBURSABLES				
		Quantity		
In-House Copies	\$0.11	1,500.00	\$185.00	
In-House Color Copies (8 1/2 x 11)	\$1.00	5.00	\$5.00	
In-House Color Copies (11 x 17)	\$2.00	5.00	\$10.00	
In-House Large Format Prints	\$3.00	20.00	\$60.00	
Mileage	\$0.580	2,474.14	\$1,435.00	
Bidding Documents (Specs & Plans)			\$800.00	
SUBTOTAL REIMBURSABLES				\$2,475.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				\$136,225.00
NMGR		7.8750%		\$10,727.72
TOTAL				\$146,952.72

Romero Street Estimated Construction Cost (West National to Grant) January 2019 Preliminary Scoping

Item No.	NMDOT Spec No.	Description	Unit	Estim. Quantity	Unit Price	Amount
1	207000	12 inch Subgrade prep	SY	1100	\$ 3.40	\$ 3,740.00
2	303010	Base Course 6-inch	SY	1100	\$ 10.00	\$ 11,000.00
3	407000	Tack Coat Material	TON	1	\$ 425.00	\$ 425.00
4	408100	Prime Coat Material	TON	1	\$ 450.00	\$ 450.00
5	415000	Pavement Surface Restoration	SY	1100	\$ 4.50	\$ 4,950.00
6	423282	HMA SP-IV 3 inch (2x1.5-inch lifts)	SY	1100	\$ 20.00	\$ 22,000.00
7	570000	Curb and Gutter	LF	900	\$ 26.00	\$ 23,400.00
8	601000	Removal of Structures and Obstructions	ALLOW	1	\$ 10,000.00	\$ 10,000.00
9	601110	Removal of Surfacing (concrete, turnouts, etc.)	SY	100	\$ 9.00	\$ 900.00
10	603281	SWPPP Prep and Maintenance	LS	1	\$ 2,500.00	\$ 2,500.00
11	608240	Detectable Warning Surface	SF	40	\$ 23.00	\$ 920.00
12	617000	Video Taping	LS	1	\$ 1,500.00	\$ 1,500.00
13	618000	Traffic Control Management	LS	1	\$ 10,000.00	\$ 10,000.00
14	621000	Mobilization, Demobilization, Closeout	LS	1	\$ 15,000.00	\$ 15,000.00
15	623000	Drop Inlet	EA	2	\$ 6,000.00	\$ 12,000.00
16	701000	Panel Signs	SF	50	\$ 30.00	\$ 1,500.00
17	701100	Steel Post and Base Post for Aluminum Panel Sign	LF	100	\$ 12.00	\$ 1,200.00
18	704763	Retroreflectorized Pavement Marking 24" Wide	LF	20	\$ 7.00	\$ 140.00
19	801000	Construction Staking by the Contractor	LS	1	\$ 3,000.00	\$ 3,000.00
20	802000	Post Construction Plans	LS	1	\$ 1,000.00	\$ 1,000.00
21		Laboratory Testing	ALLOW	1	\$ 5,000.00	\$ 5,000.00
22		Pre-Authorized Construction Changes	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Utility Replacements	\$ 30,000.00
20% contingency	\$ 34,125.00
Subtotal	\$ 204,750.00
NMGRT (8.3958%)	\$ 17,190.40
Total Construction Cost	\$ 221,940.40

Salazar Street Estimated Construction Cost (West National to Grant) February 2019 Preliminary Scoping

Item No.	NMDOT Spec No.	Description	Unit	Estim. Quantity	Unit Price	Amount
1	207000	12 inch Subgrade prep	SY	1125	\$ 3.40	\$ 3,825.00
2	303010	Base Course 6-inch	SY	1125	\$ 10.00	\$ 11,250.00
3	407000	Tack Coat Material	TON	1	\$ 425.00	\$ 425.00
4	408100	Prime Coat Material	TON	1	\$ 450.00	\$ 450.00
5	415000	Pavement Surface Restoration	SY	1125	\$ 4.50	\$ 5,062.50
6	423282	HMA SP-IV 3 inch (2x1.5-inch lifts)	SY	1125	\$ 20.00	\$ 22,500.00
7	570000	Curb and Gutter	LF	1000	\$ 26.00	\$ 26,000.00
8	601000	Removal of Structures and Obstructions	ALLOW	1	\$ 2,500.00	\$ 2,500.00
9	601110	Removal of Surfacing (concrete, turnouts, etc.)	SY	100	\$ 9.00	\$ 900.00
10	603281	SWPPP Prep and Maintenance	LS	1	\$ 2,500.00	\$ 2,500.00
11	608240	Detectable Warning Surface	SF	40	\$ 23.00	\$ 920.00
12	617000	Video Taping	LS	1	\$ 1,500.00	\$ 1,500.00
13	618000	Traffic Control Management	LS	1	\$ 10,000.00	\$ 10,000.00
14	621000	Mobilization, Demobilization, Closeout	LS	1	\$ 15,000.00	\$ 15,000.00
15	623000	Drop Inlet	EA	2	\$ 6,000.00	\$ 12,000.00
16	701000	Panel Signs	SF	50	\$ 30.00	\$ 1,500.00
17	701100	Steel Post and Base Post for Aluminum Panel Sign	LF	100	\$ 12.00	\$ 1,200.00
18	704763	Retroreflectorized Pavement Marking 24" Wide	LF	20	\$ 7.00	\$ 140.00
19	801000	Construction Staking by the Contractor	LS	1	\$ 3,000.00	\$ 3,000.00
20	802000	Post Construction Plans	LS	1	\$ 1,000.00	\$ 1,000.00
21		Laboratory Testing	ALLOW	1	\$ 5,000.00	\$ 5,000.00
22		Pre-Authorized Construction Changes	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Utility Replacements	\$ 35,000.00
20% contingency	\$ 34,334.50
Subtotal	\$ 206,007.00
NMGRT (8.3958%)	\$ 17,295.94
Total Construction Cost	\$ 223,302.94

**CITY OF LAS VEGAS, NM
Resolution No.19-36**

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM
BY New Mexico DEPARTMENT OF
TRANSPORTATION**

WHEREAS; the City of Las Vegas and the New Mexico Department of Transportation (NMDOT) with DFA have entered into an agreement;

WHEREAS; the total cost of the project will be Six Hundred Fifty Two Thousand, Two Hundred Fourteen Dollars, (\$652,214.00) funding to be administered from DFA and NMDOT Capital Appropriations Funds;

WHEREAS; the share amount from DFA and the NMDOT shall be \$652,214.00;

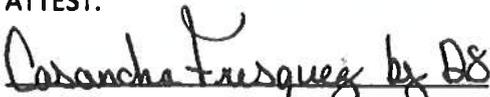
WHEREAS; the City of Las Vegas shall pay all costs, which exceed the total amount of \$652,214.00;

WHEREAS; the City of Las Vegas will abide with terms and conditions of the Agreement;

NOW THEREFORE, BE IT RESOLVED, by the City of Las Vegas to enter into this Agreement Control Number C4193395, Appropriation ID D3395, with DFA and the New Mexico Department of Transportation Capital Appropriations Funds, Laws of 2019 Chapter 277, Section 40 Subsection 125, for the plan, design, construction, and construction management to Salazar Street and Romero Street from Grant to West National Ave. within the control of the City of Las Vegas, in San Miguel County, New Mexico.

PASSED, APPROVED, AND ADOPTED THIS 19 DAY OF JUNE, 2019.

ATTEST:


Casandra Fresquez, City Clerk

CITY OF LAS VEGAS


TONITA GURULE-GIRON
MAYOR

Contract Number: D18030
Vendor Number: 0000054343
Control Number: C4193395

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 11th day of July, 2019, by and between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Las Vegas, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2019, Chapter 277, Section 40, Subsection 125, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID D3395 NMDOT Control Number C4193395 **\$652,214**

APPROPRIATION REVERSION DATE: 6/30/2023

Laws of 2019, Chapter 277, Section 40, Subsection 125, Six Hundred Fifty Two Thousand Two Hundred Fourteen Dollars and No Cents (\$652,214), to plan, design and construct pavement and drainage improvements to streets in Las Vegas in San Miguel county .

The Grantee's total reimbursements shall not exceed Six Hundred Fifty Two Thousand Two Hundred Fourteen Dollars and No Cents \$652,214 (the "Appropriation Amount") minus the allocation for Art in Public Places

("AIPP amount")¹, if applicable, , which equals Six Hundred Fifty Two Thousand Two Hundred Fourteen Dollars and No Cents \$652,214 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Las Vegas
Name: Danny Gurle
Title: Public Works Supervisor
Address: 1700 North Grand Avenue, Las Vegas, New Mexico 87701
Email: dgurule@ci.las-vegas.nm.us
Telephone: 505-652-8750

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Las Vegas
Name: TANA VEGA
Title: Interim Finance Director
Address: 1700 No. Grand Ave. Las Vegas, N. Mex. 87701
Email: tana@lasvegasm.gov
Telephone: 505-454-1401

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 4 Office
Name: Heather Sandoval
Title: Assistant District Four Engineer – Engineering
Address: P.O. Box 10, Las Vegas, NM 87710
Email: Heather.Sandoval@state.nm.us
Telephone: 505-454-3663

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2023** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Las Vegas may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Las Vegas's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Vegas or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Vegas or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Las Vegas may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Las Vegas only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

[Signature]
Signature of Official with Authority to Bind Grantee *Interim City Manager*
City of Las Vegas
Entity Name

By: ANN MARIE GALLEGOS
(Type or Print Name)

Its: Interim City Manager
(Type or Print Title)

7-1-19
Date

DEPARTMENT OF TRANSPORTATION

[Signature]
By:

Its: Cabinet Secretary or Designee
7/1/19
Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

[Signature]
By: Cynthia Christ

Its: Assistant General Counsel
5-17-19
Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
 B. Address: _____
 (Complete Mailing, including Suite, if applicable)

 City State Zip
 C. Phone No: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
 B. Grant Amount: _____
 C. AIPP Amount (If Applicable): _____
 D. Funds Requested to Date: _____
 E. Amount Requested this Payment: _____
 F. Reversion Amount (If Applicable): _____
 G. Grant Balance: _____
 H. GF GOB STB (attach wire if first draw)
 I. Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name _____

Printed Name _____

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____]
entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the
following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within
the scope of the project description, subject to all the terms and conditions of the above referenced Grant
Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for
indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of
bond proceeds shall not be allowed unless specifically authorized by statute.

Attachment A

The City of Las Vegas shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Las Vegas shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.

10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

EXHIBIT-C

**CITY OF LAS VEGAS, NM
Resolution No.19-36**

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM
BY New Mexico DEPARTMENT OF
TRANSPORTATION**

WHEREAS; the City of Las Vegas and the New Mexico Department of Transportation (NMDOT) with DFA have entered into an agreement;

WHEREAS; the total cost of the project will be Six Hundred Fifty Two Thousand, Two Hundred Fourteen Dollars, (\$652,214.00) funding to be administered from DFA and NMDOT Capital Appropriations Funds;

WHEREAS; the share amount from DFA and the NMDOT shall be \$652,214.00;

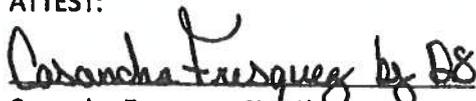
WHEREAS; the City of Las Vegas shall pay all costs, which exceed the total amount of \$652,214.00;

WHEREAS; the City of Las Vegas will abide with terms and conditions of the Agreement;

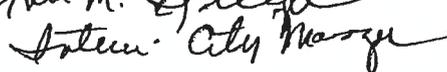
NOW THEREFORE, BE IT RESOLVED, by the City of Las Vegas to enter into this Agreement Control Number C4193395, Appropriation ID D3395, with DFA and the New Mexico Department of Transportation Capital Appropriations Funds, Laws of 2019 Chapter 277, Section 40 Subsection 125, for the plan, design, construction, and construction management to Salazar Street and Romero Street from Grant to West National Ave. within the control of the City of Las Vegas, in San Miguel County, New Mexico.

PASSED, APPROVED, AND ADOPTED THIS 19 DAY OF JUNE, 2019.

ATTEST:


Casandra Fresquez, City Clerk

CITY OF LAS VEGAS


TONITA GURULE-GIRON
MAYOR 


Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/27/19

DEPT: Senior Center

MEETING DATE: 09/18/2019

ITEM/TOPIC: Resolution #19-50. 2021-2025 Infrastructure Capital Improvement Plan (ICIP) for the City of Las Vegas Senior Center.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution #19-50 2021-2025 Infrastructure Capital Improvement Plan (ICIP) for the City of Las Vegas Senior Center

BACKGROUND/RATIONALE: The Department of Finance Administration, Local Government Division (DFA/LGD) recommends that municipalities prepare and submit an Infrastructure Capital Improvement Plan (ICIP). The ICIP is a five (5) year plan to establish priorities for anticipated capital improvement projects; it is developed and submitted annually. The ICIP plays an integral part in priority setting and decision making at the state level and upcoming legislature.

STAFF RECOMMENDATION: Approval of Resolution #19-50

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)

**STATE OF NEW MEXICO
CITY OF LAS VEGAS
RESOLUTION NO. 19-50**

**A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL
IMPROVEMENT PLAN (ICIP)
FOR THE LAS VEGAS SENIOR CENTER**

WHEREAS, the City of Las Vegas recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED, by the City of Las Vegas Governing Body that:

1. The City of Las Vegas has adopted the attached FY 2021-2025 Infrastructure Capital Improvement Plan for the Las Vegas Senior Center, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

PASSED, APPROVED AND ADOPTED by the Governing Body, this _____ day of September, 2019.

Signed:

ATTEST:

Mayor Tonita Gurulé-Girón

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY:

City Attorney

Infrastructure Capital Improvement Plan FY 2021-2025

Las Vegas Senior Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date					2025	2024	2023	2022	2021	Total Project Cost	Amount Not Yet Funded	Phases?
					2021	2022	2023	2024	2025								
33250	2021	001	Replace HVAC Units	Equipment - Senior Center Equipment	0	315,000	0	0	0	0	0	0	0	315,000	315,000	No	
35247	2021	002	Electrical & Plumbing Upgrade	Facilities - Senior Facilities	0	50,000	0	0	0	0	0	0	0	50,000	50,000	No	
36546	2021	003	Las Vegas Side Walk Upgrade	Facilities - Senior Facilities	0	150,000	0	0	0	0	0	0	0	150,000	150,000	No	
36547	2021	004	Las Vegas Gutter and Snow Rails	Facilities - Senior Facilities	0	50,000	0	0	0	0	0	0	0	50,000	50,000	No	
33224	2021	005	Kitchen Equipment	Equipment - Senior Center Equipment	59,000	68,000	40,000	0	0	0	0	0	0	167,000	108,000	Yes	
33249	2021	006	Las Vegas Senior Center Improvements	Facilities - Senior Facilities	0	270,000	220,000	210,000	0	0	0	0	0	700,000	700,000	Yes	
31909	2021	007	South Side Senior Center Parking Lot Improvements	Facilities - Senior Facilities	0	318,682	817,018	0	0	0	0	0	0	1,135,700	1,135,700	Yes	
33260	2022	001	New Vehicles	Vehicles - Senior Facility Vehicle	0	0	100,000	0	0	0	0	0	300,000	400,000	400,000	No	
33251	2022	002	Furniture and Equipment Package	Equipment - Senior Center Equipment	0	0	75,000	0	0	0	0	0	0	75,000	75,000	No	
36541	2022	003	Patio Upgrade	Facilities - Senior Facilities	0	0	50,000	0	0	0	0	0	0	50,000	50,000	No	
36545	2023	001	Las Vegas Window Upgrade	Facilities - Senior Facilities	0	0	0	250,000	0	0	0	0	0	250,000	250,000	No	
33256	2023	002	Senior Entertainment	Equipment - Senior Center Equipment	0	0	0	30,000	20,000	0	0	0	0	50,000	50,000	Yes	
36543	2024	001	Las Vegas Stucco of Building	Facilities - Senior Facilities	0	0	0	0	100,000	0	0	0	0	100,000	100,000	No	

Number of projects: 13

Infrastructure Capital Improvement Plan FY 2021-2025

	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Funded to date:	59,000						
Grand Totals	1,221,682	1,302,018	490,000	120,000	300,000	3,492,700	3,433,700

Infrastructure Capital Improvement Plan FY 2021-2025

San Miguel Senior Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2021	2022	2023	2024	2025	Total Project Cost	Amount Not Yet Funded	Phases?
33268	2021	001	New Vehicles	Vehicles - Senior Facility Vehicle	0	225,000	0	0	0	0	225,000	225,000	No
33262	2021	002	Kitchen Equipment	Equipment - Senior Center Equipment	0	59,000	0	0	0	0	59,000	59,000	No
33263	2021	003	Office Equipment	Equipment - Senior Center Equipment	0	10,000	0	0	0	0	10,000	10,000	No
33265	2022	001	Parking Lot Renovation & Landscaping	Facilities - Senior Facilities	0	0	150,000	0	0	0	150,000	150,000	Yes
34228	2023	001	Replace HVAC Units	Facilities - Senior Facilities	0	0	0	15,000	0	0	15,000	15,000	No
33266	2024	001	Bingo Machine	Equipment - Senior Center Equipment	0	0	0	0	5,000	0	5,000	5,000	No

Number of projects: 6

Funded to date:	0	Year 1:	294,000	Year 2:	150,000	Year 3:	15,000	Year 4:	5,000	Year 5:	0	Total Project Cost:	464,000	Total Not Yet Funded:	464,000
Grand Totals															

Infrastructure Capital Improvement Plan FY 2021-2025

Pecos Senior Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2021	2022	2023	2024	2025	Total Project Cost	Amount Not Yet Funded	Phases?
35272	2021	001	Replace HVAC Units	Facilities - Senior Facilities	0	25,000	0	0	0	0	25,000	25,000	No
33270	2021	002	Kitchen Equipment	Equipment - Senior Center Equipment	25,000	22,000	0	0	5,000	0	52,000	27,000	Yes
33272	2021	003	Parking Lot Renovation & Landscaping	Facilities - Senior Facilities	0	50,000	200,000	0	0	0	250,000	250,000	Yes
33269	2021	004	New Vehicles	Vehicles - Senior Facility Vehicle	0	100,000	0	0	0	175,000	275,000	275,000	Yes
33271	2022	001	Office Equipment	Equipment - Senior Center Equipment	0	0	10,000	0	0	0	10,000	10,000	No
33273	2023	001	Bingo Machine	Equipment - Senior Center Equipment	0	0	0	5,000	0	0	5,000	5,000	No
33274	2024	001	Washer & Dryer	Equipment - Senior Center Equipment	0	0	0	0	5,000	0	5,000	5,000	No

Number of projects:	7
Funded to date:	25,000
Year 1:	197,000
Year 2:	210,000
Year 3:	5,000
Year 4:	10,000
Year 5:	175,000
Total Project Cost:	622,000
Total Not Yet Funded:	597,000

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/11/2019

DEPT: Fire Department

MEETING DATE: 09/18/2019

ITEM/TOPIC: International Association of Fire Fighters (IAFF) Local 4625 Agreement

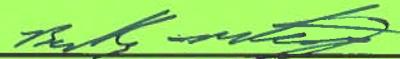
ACTION REQUESTED OF COUNCIL: Approval/ Disapproval of IAFF Local 4625 Contract

BACKGROUND/RATIONALE: The City entered into contract negotiations with IAFF for purposes of negotiating a partial contract for 2019. The International Association of Fire Fighters Local 4625 has ratified and approved the collective bargaining agreement between the City of Las Vegas and the Las Vegas NM Professional Fire Firefighter Association.

STAFF RECOMMENDATION: Approval

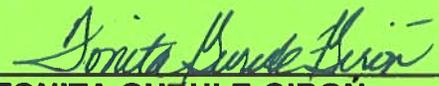
COMMITTEE RECOMMENDATION: N/A

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

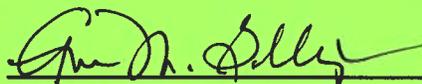


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULE-GIRON
MAYOR**



**ANN MARIE GALLEGOS,
INTERIM CITY MANAGER**

**TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)**

**PURCHASING AGENT
(FOR BID/RFP AWARD)**

**ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)**

IAFF

International Association of Fire Fighters

THE LAS VEGAS, NEW MEXICO PROFESSIONAL

FIRE FIGHTERS ASSOCIATION

IAFF Local 4625



and

The City of Las Vegas



through June 30, 2020

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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 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. Off duty conduct that is cause for disciplinary or legal action, if it compromises the integrity of the fire department, employees are directed to immediately inform the Chief and/or proper chain of command at the earliest convenience of the person involved. Said infraction or event shall be subjected for review by a party 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 event. 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.
- C. Bargaining unit employees desiring to obtain outside employment or volunteer for a rescue service shall submit a written statement to the Chief explaining the nature of the position, the name of the employer, and number and schedule of hours the employee will work. The employee must annually resubmit the statement of outside employment/volunteer work and must submit an update at any time the nature of the job changes, including but not limited to, a change in the number of hours worked. Outside employment/volunteer work may not be on the same days of work as the City. An employee who fails to comply with this subsection has provided just cause for 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 with 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
I	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
I	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 (Resolution 04-03). 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. 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 Employee contribution rates for PERA shall remain in effect for the duration of this agreement.

ARTICLE 32 COMPENSATION

A. Effective the first full pay period after July 1, 2019, or following ratification and signature of the Agreement, or resolution of impasse, whichever is later, all bargaining unit employees will receive a one dollar (\$1.00) increase to the employee's regular hourly rate of pay and a 1.5% annual increase thereafter subject to negotiations.

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. This degree will be validated through the Human Resource Department of the City of Las Vegas, which will be provided to them and must be from an accredited college or university.

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

Bargaining unit employees assigned to work on City approved Holidays will be compensated in accordance with the City of Las Vegas Code Book Chapter 66:Personnel Rules §66-51 Holiday Leave.

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 through June 30, 2020. Negotiations for a successor full collective bargaining agreement will occur upon written request by a party filed no later than January 15, 2020. L4625 will receive a written confirmation of notice by all parties no later than February 28, 2020. Initial meeting for opening of a successor full collective bargaining agreement shall be no later than March 18, 2020.

ARTICLE 40 AUTHORIZED SIGNATURES AND ATTEST

IN WITNESS WHEREOF, the parties have executed the amendments to this Agreement on this

____ Day of _____ September, 2019.

Tonita Gurulé-Girón, Mayor

Date

Ann Marie Gallegos, Interim City Manager

Date

L A Sena, President IAFF Local 4625

Date

ATTEST:

Casandra Fresquez, City Clerk

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



through June 30, 2020

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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 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. Off duty conduct that is cause for disciplinary or legal action, if it compromises the integrity of the fire department, employees are directed to immediately inform the Chief and/or proper chain of command at the earliest convenience to the personal involved. Said infraction or event shall be reviewed by a party 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.

- C. Bargaining unit employees desiring to obtain outside employment or volunteer for a rescue service shall submit a written statement to the Chief explaining the nature of the position, the name of the employer, and number and schedule of hours the employee will work. The employee must annually resubmit the statement of outside employment/volunteer work and must submit an update at any time the nature of the job changes, including but not limited to, a change in the number of hours worked. Outside employment/volunteer work may not be on the same days of work as the City. An employee who fails to comply with this subsection has provided just cause for 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 with 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 (Resolution 04-03). 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. 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 Employee contribution rates for PERA shall remain in effect for the duration of this agreement.

ARTICLE 32 COMPENSATION

A. Effective the first full pay period after July 1, 2019, or following ratification and signature of the Agreement, or resolution of impasse, whichever is later, all bargaining unit employees will receive a one dollar (\$1.00) increase to the employee's regular hourly rate of pay and a 1.5% annual increase thereafter subject to negotiations.

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. This degree will be validated through the Human Resource Department of the City of Las Vegas, which will be provided to them and must be from an accredited college or university.

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

Bargaining unit employees assigned to work on City approved Holidays will be compensated in accordance with the City of Las Vegas Code Book Chapter 66:Personnel Rules §66-51 Holiday Leave.

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 through June 30, 2020. Negotiations for a successor full collective bargaining agreement will occur upon written request by a party filed no later than January 15, 2020. L4625 will receive a written confirmation of notice by all parties no later than February 28, 2020. Initial meeting for opening of a successor full collective bargaining agreement shall be no later than March 18, 2020.

ARTICLE 40 AUTHORIZED SIGNATURES AND ATTEST

IN WITNESS WHEREOF, the parties have executed the amendments to this Agreement on this

____ Day of _____ September, 2019.

Tonita Gurulé-Girón, Mayor

Date

Ann Marie Gallegos, Interim City Manager

Date

L A Sena, President IAFF Local 4625

Date

ATTEST:

Casandra Fresquez, City Clerk

Date