



# CITY OF LAS VEGAS

1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX: 505-425-7335

## TONITA GURULÉ-GIRÓN Mayor

CITY OF LAS VEGAS  
SPECIAL CITY COUNCIL AGENDA  
APRIL 26, 2019-FRIDAY-10:30 AM  
City Council Chambers  
1700 N. Grand Avenue

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

V. APPROVAL OF AGENDA

VI. BUSINESS ITEMS

- A. Approval/Disapproval of Resolution No.19-19 assuring the City of Las Vegas supports a request for a one year extension to project No. MAP-7647(911), Control No. L400321, Contract No. D15612, (Mountain View Drive from Grand Avenue to 7<sup>th</sup> Street) due to road and weather delays.

**Daniel Gurule, Interim Public Works Director** As part of the cooperative agreement submittal criteria for the New Mexico Department of Transportation Municipal Arterial Program (MAP), it is required that a Resolution of Support from the local Governing Body assuring the support for a time extension on the Plan Designs, Construction Management, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements and the Miscellaneous Construction Mountain View Drive from Grand Avenue to 7<sup>th</sup> Street. Amount for project is \$274,711.00, NMDOT \$206,033.00, City of Las Vegas received a match waiver of \$68,678.00.

VII. EXECUTIVE SESSION

- A. Pending and/or threatened litigation. The council will convene into executive session to discuss issues that are exempt from the open meetings requirement under § (H) of the open meetings act.

**DAVID ULIBARRI**  
Councilor, Ward 1

**VINCE HOWELL**  
Councilor, Ward 2

**BARBARA CASEY**  
Councilor, Ward 3

**DAVID G. ROMERO**  
Councilor, Ward 4

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 Meeting Act, NMSA 1978.

### **VIII. ADJOURN**

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

**ATTENTION PERSONS ATTENDING COUNCIL MEETING:** By entering the City Chambers, you consent to photography, audio recording, video recording and its/there 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

**Special**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:04/22/19**

**DEPT: PUBLIC WORKS**

**MEETING DATE:04/29/19**

**ITEM/TOPIC:** Approval/Disapproval of Resolution No. 19-19

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of Resolution 19-19, to approve and support a request for a one year extension to project No. MAP-7647(911).

**BACKGROUND/RATIONALE:** As part of the Cooperative Agreement submittal Criteria for New Mexico Department of Transportation Municipal Arterial Program (MAP), it is required that a Resolution of support from our Local Governing Body ensuring support for a one year extension for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvements to Mountain View Drive from Grand Avenue to 7<sup>th</sup> Street. Total

Cost of project is \$274,711.00; NMDOT \$206,033.00 and match waiver received \$68,678.00.

**STAFF RECOMMENDATION:** Approval of Resolution No. 19-19

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

**REVIEWED AND APPROVED BY:**



**TONITA GURULE-GIRON  
MAYOR**



**ANN MARIE GALLEGOS  
INTERIM CITY MANAGER**



**SUBMITTER'S SIGNATURE**

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

**CITY ATTORNEY (ALL CONTRACTS  
AND RESOLUTIONS MUST BE  
REVIEWED)**

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

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM 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 a one year extension for project No. Map-7647(911), Control No. L400321, Contract No. D15612,(Mountain View Drive from Grand Avenue to 7<sup>th</sup> Street) due to road and weather delays, and

**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 April, 2019.

CITY OF LAS VEGAS

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TONITA GURULE-GIRON  
MAYOR

ATTEST:

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CASANDRA FRESQUEZ  
CITY CLERK

April 17, 2019

John Herrera  
New Mexico Department of Transportation  
LGRF District 4 office  
Las Vegas NM, 87701

Dear Mr. Herrera,

We here at the City of Las Vegas would like to extend Project, MAP-7647(911), Control No. L400321, Contract No.D15612 , Mountain View from Grand Ave. to 7<sup>th</sup> St. for an additional year due to weather delays.

Attached is a Resolution of support from our local Governing Body, for a year extension if it is granted by the New Mexico Department of Transportation.

If you should have any questions please feel free to get in contact with me.

Sincerely,

Daniel Gurule  
Project Manager  
City of Las Vegas

**Agreement / Contract**

No. 3357-17

City of Las Vegas

Date

Contract No. D15612

Vendor No. 000054343

Project No. MAP-7647(911)

Control No. L400321

**MUNICIPAL ARTERIAL PROGRAM  
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 Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvements. This Project will be referred to interchangeably as "Project" or "Project Control No. L400321 ." The Project is a joint and coordinated effort for which 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 Seventy Four Thousand Seven Hundred Eleven Dollars and No Cents (\$274,711) to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% \$206,033

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation,  
Drainage and Misc. Improvements

2. The Public Entity's required proportional matching Share shall be 25% \$68,678  
For purpose stated above

3. Total Project Cost \$274,711

b. The Public Entity shall pay all Project costs, which exceed the total amount of Two Hundred Seventy Four Thousand Seven Hundred Eleven Dollars and No Cents (\$274,711)

- 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.
- d. If the Project is not completed by the termination date in Section 6, the Public Entity shall return any unexpended funds.

**3. The Department Shall:**

Make disbursement(s) to the Public Entity after receipt of a cover letter requesting funds, Notice of Award/Work Order, Notice to Proceed, Estimated Summary of Costs and Quantities, and verification of available funds. All required documents must include Department Project and Control Numbers.

**4. The Public Entity Shall:**

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Pay all costs, perform all labor and supply all material, except as provided in Section 2, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- c. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
- d. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- e. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- f. Be responsible for performing or directing the performance of all design and pre-construction activity, including, but not limited to, the following:
  - 1. Utility Certification;
  - 2. Drainage and storm drain design;
  - 3. Geotechnical design;
  - 4. Pavement design;
  - 5. Traffic design;
  - 6. Structural design;
  - 7. Environmental and archeological clearances Certification;
  - 8. Right-of-way maps and acquisition Certification;
  - 9. Hazardous substance/waste site(s) contamination investigations;
  - 10. Railroad Certification; and
  - 11. Intelligent Transportation System (ITS) Certification.
- g. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- h. Cause all designs and PS&E's to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- i. Design the Project in accordance with **Attachment A**, "Minimum Design Standards", which is incorporated into this Agreement.
- j. Adhere to **Exhibit B**, "Minimum Survey and Right of Way Acquisition Requirements",

which is incorporated into this Agreement.

- k. Comply with **Attachment C**, "Construction Phase Duties and Obligations", which is incorporated into this Agreement.
- l. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- m. Prior to Project construction, furnish the Department's District 4. Office "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.
- n. Within thirty (30) days of completion, furnish the Department's District 4. Office "**Certification of Construction Phase**" form, which is attached as Certification No. 2.
- o. Within thirty (30) days of completion, furnish the Department's District 4. Office the "**AS BUILT Summary of Costs and Quantities**" form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in "**Certification of Construction Phase**" form.
- p. Failure to timely provide Certifications Nos. 1, 2 and 3, listed above, 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.
- q. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
- r. Advertise, let, and supervise the construction of the Project.
- s. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- t. Allow the Department to perform a final inspection of the Project to determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet requirements and standards as determined by the Department will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
- u. Upon completion, maintain all the Public Entity's facilities 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 cannot 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 6/30/2019. 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 4u 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, Section 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 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.

**The remainder of this page is intentionally left blank.**

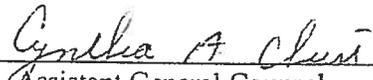
In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By:   
Cabinet Secretary or Designee

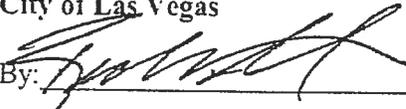
Date: 8/23/17

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

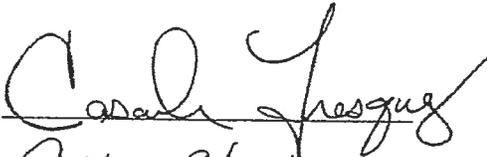
By:   
Assistant General Counsel

Date: 8-16-17

**City of Las Vegas**

By:   
Title: City Manager

Date: 7/18/17

Attest:   
Title: City Clerk

# EXHIBIT-C

CITY OF LAS VEGAS, NM  
RESOLUTION NO. 17-25

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM AND REQUEST FOR  
MATCH WAIVER ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

**WHEREAS;** the City of Las Vegas and the New Mexico Department of Transportation have entered into a Municipal Arterial Program Agreement.

**WHEREAS;** the total cost of the project will be \$274,711.00 to be in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$206,033.00.
- b. City of Las Vegas' proportional matching share shall be 25% or \$68,678.00 if a "Hardship" for "Match Waiver" is not deemed to be present by Department of Finance and Administration and the Department of Transportation.

**TOTAL PROJECT COST \$274,711.00**

The City of Las Vegas shall pay all costs, which exceed the total amount of \$206,033.00.

**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 appropriate by New Mexico State Legislature for Public Entities in need of "Hardship" match money and the City of Las Vegas requests participation in this Match Waiver Program in the amount of \$68,678.00.

**NOW THEREFORE, BE IT RESOLVED,** that the City of Las Vegas determines, resolved and orders as follows:

That the project for this Municipal Arterial Program Agreement is adopted and has a priority standing.

The agreement terminated on June 30, 2019 and the City of Las Vegas incorporates all the all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

**NOW THEREFORE, BE IT RESOLVED,** by the City of Las Vegas to enter into Municipal Arterial Program Agreement Project Number MAP-7647(911), Control Number L400321, with the New Mexico Department of Transportation's drainage improvements and miscellaneous construction to various entity streets within the control of the City of Las Vegas, San Miguel County, New Mexico.

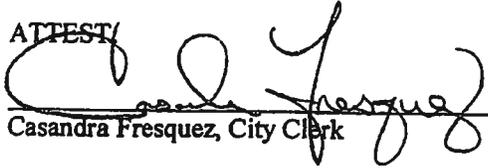
**PASSED, APPROVED, AND ADOPTED THIS 19 DAY OF JULY, 2017.**

CITY OF LAS VEGAS



Mayor

ATTEST/

  
Casandra Fresquez, City Clerk

# EXHIBIT-C

## CITY OF LAS VEGAS, NM RESOLUTION NO. 17-19

A Resolution Supporting the New Mexico Department of Transportation Municipal Arterial Program MAP-7647(911) for Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvements-Mountain View Drive, 7<sup>th</sup> Street to Grand Avenue.

**WHEREAS;** the estimated cost of the above described project is two hundred seventy four thousand, seven hundred and eleven dollars (\$274,711.00)

**WHEREAS;** the City of Las Vegas' governing body has declared improvements to said streets a necessity for the good and well being of the citizens of Las Vegas, New Mexico and support Municipal Arterial Program Agreement for these funds to accomplish the work; and

**WHEREAS;** the City of Las Vegas will agree to work in accordance with the funding requirements of the Municipal Arterial Funding Program MAP-7647(911), provided it be successful in receiving the funding necessary for these improvements.

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

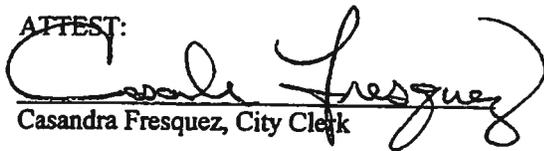
**PASSED, APPROVED, AND ADOPTED THIS** 19 **DAY OF JULY, 2017.**

CITY OF LAS VEGAS



Mayor

ATTEST:



Casandra Fresquez, City Clerk