



City of Las Vegas

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

Mayor David Romero

CITY OF LAS VEGAS

SPECIAL CITY COUNCIL MEETING

May 22, 2024–Wednesday– 9:00 a.m.

San Miguel County Chambers
500 W. National Avenue
Las Vegas, NM 87701

AGENDA

*City Council Meetings are
Available via YouTube*

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

V. APPROVAL OF AGENDA

VI. PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)

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

- Appointment of Laura Martinez to the Charter Commission – Ward 1
- Appointment of Lorraine Garduno to the Design & Review Board

VIII. BUSINESS ITEMS

1. Request approval of a 3 year contract for annual 4th of July Firework display and services agreement with Precision Fireworks, LLC.

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

Steve Spann, Fire Chief The cost for the firework display and services agreement is \$50,000 per year for 3 years for a total of \$150,000.00.

2. Request approval of a Memorandum of Agreement (MOA) between San Miguel County and the City of Las Vegas.

Lucas Marquez, Community Development Director The purpose of the MOA is for the use of City property at 500 Railroad Avenue in which the County will cover the City of Las Vegas for a total of 48 hrs during the New Mexico Counties Annual Conference event.

IX. EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H) (2) Limited personnel matters: Discussion on removal of Utilities Director.

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

X. EXECUTIVE SESSION ACTION ITEMS

1. Request removal of Maria Gilvarry as Utilities Director.

Tim Montgomery, City Manager As per Municipal Charter, Article V, Section 5.07 Departments. D. Department directors are at-will employees who may be placed on administrative leave or removed by the city manager, subject to a majority vote by the Governing Body. The majority vote by the Governing Body of whether or not to remove a department director shall be recognized and implemented by the City Manager, with said vote constituting a final and conclusive determination regarding the matter.

XI. 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 County Chambers you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas website and to be broadcast on YouTube.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from Utilities, Office of the City Clerk, 905 12th Street, Las Vegas, NM 87701 or the City's website at www.lasvegasnm.gov



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

Meeting Date: 05/22/2024

Date Submitted: 05/15/2024

Department: Fire Department

Item/Topic: Request to approve 3-year contract for annual 4th of July Firework display and services agreement with Precision Fireworks.

Fiscal Impact: \$50,000.00 Per Year for 3 years Total of \$150,000.00

Attachments: Pyrotechnic Display and Service Agreement

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

Approved For Submittal By:

Reviewed By:


Department Director


Finance Director


City Manager

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

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

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

PRECISION FIREWORKS, LLC.

Owner: Jesse Williams

Po Box 71 Era, TX 76238

EIN: 81-3887472



PYROTECHNIC DISPLAY AND SERVICES AGREEMENT

THIS PYROTECHNIC DISPLAY AND SERVICES AGREEMENT: (hereinafter referred to as "Agreement"), made and entered into this 25th day of March 2024, by and between:

Precision Fireworks, LLC. (hereinafter referred to as "SELLER") and

City of Las Vegas 1700 N Grand Ave, Las Vegas, NM 87701 (hereinafter referred to as "Buyer").

1. TIME AND PLACE: POSTPONEMENT/CANCELLATION:

SELLER agrees to design, and execute a firework show, otherwise known as a Pyrotechnic Display, at approximately: 9:00-9:30 pm on Thursday 4th day of July, 2024, Friday 4th day of July, 2025, Saturday 4th day of July 2026 at the following location:

35°36'31.12"N 105°13'2.23"W Municipal Park, 1 Country Club Dr, Las Vegas, NM 87701

Weather permitting. An alternate inclement weather date is hereby designated to be the Friday 5th day of July 2024, Saturday 5th day of July 2025, Sunday 5th day of July 2026 of, at the same time and place set forth hereinabove. If rain date is utilized again both parties will agree to another make-up date. It is agreed and understood, by and between the parties hereto that the SELLER shall have the sole, exclusive and final determination of the suitability of the weather conditions at the time of the display, and in the event SELLER should determine that the weather conditions are such that a unsafe or hazardous condition may exist, SELLER shall have the exclusive right and option to postpone the starting time of the display and/or delay the display in its entirety, until conditions have improved and are appropriate for the safety of all involved, or until the alternative inclement weather date as set forth hereinabove. As a part of the authority stated hereunder, SELLER reserves the right to prematurely end or place a hold on the continuance of the display if, in the opinion of SELLER, the weather conditions change during the time the display is in progress so as to create unsafe or hazardous situations. In the event of any postponement or delay, BUYER shall be responsible for the actual expenses incurred as a result of additional time and /or expenses related to the postponement or delay, and it is specifically acknowledged that SELLER hereunder shall be in no way held responsible financially or otherwise, for the exercise of any judgement or assertion of any authority hereunder. In the event the display cannot be postponed to an alternate date, SELLER shall have the right to retain, and BUYER agrees to pay SELLER, 50% of the total contract price hereunder for expenses incurred and services rendered. If the display is rescheduled, by agreement of BUYER and SELLER, to the alternate date, as stated hereunder, and BUYER cancels the display, the SELLER has the right to retain, and BUYER agrees to pay SELLER, 100% of the total contract price hereunder agreed for expenses incurred and services rendered. If the display rescheduled on the alternate date, as stated hereunder, is canceled due to FORCE MAJEURE: (paragraph 12.), the SELLER has the right to retain, and BUYER agrees to pay SELLER, 100% of the total contract price hereunder.

2. MUSIC: The following indicated (X) provisions(s) shall apply to music and/or soundtracks, which may be a part of the display, contemplated hereunder:

The subject display will have no musical accompaniment soundtrack script with which the pyrotechnic display must be coordinated.

SELLER will furnish to BUYER a media approximately 18-20 minutes in duration. This media is to be played (by a sound system contracted by BUYER, SELLER) over the speaker system to the spectators.

3. INSURANCE:

SELLER agrees to provide a Certificate of Insurance showing SELLER, BUYER, and _____ to be insured and covered by Five Million Dollars (\$5,000,000.00) liability, combined single limit, for personal injury and property damage. Seller provides Insurance in the amount of Five Million Dollars (5,000,000.00) for Transportation of Class 1 Explosives Regulated by the D.O.T. In the event greater liability insurance limits are required, the additional cost is to be paid by BUYER.

4. EQUIPMENT:

SELLER shall be responsible to install, set up, and remove the equipment and supporting hardware of the pyrotechnic display.

BUYER shall provide police/security day of show for the entire shoot site area, 1 porta restrooms, 1 light tower, sufficient trash receptacles for cleanup after execution of the display. Golf course must be completely shut down July 3rd & July 4th.

5. SECURITY/SAFETY:

BUYER is responsible for procuring and managing the following: adequate security personnel, barricades, ropes with flags, etc., to barricade all closed (dangerous) areas to spectators; traffic patrolmen, as necessary; security guards for crowd control and cleanup personnel to remove litter left by spectators or any persons other than SELLER; trash receptacles, as necessary for spectators; "No Parking" signs and directional signs, clearly designated by stakes, rope or fence, in a safe location, as designated by SELLER hereunder, for the proper and safe display of said pyrotechnic program, such space to be clear and free of all persons except those employed or expressly authorized by SELLER and clear of any and all equipment, vehicles, structures, or items of any other kind not authorized or put in place by SELLER; adequate fire protection for the area in which SELLER shall operate the display, and the surrounding spectator areas, or any other areas, as designated by SELLER (or other authority), for which Fire protection might be necessary: areas of sufficient clearance surrounding the display operation area, grandstand or other spectator viewing areas or ground upon which the display shall be operated, or pedestrians or vehicles, and any damage or liability arising out of damage or harm to any person, structure, vehicle, or other property within such areas specified by SELLER shall be complete and sole responsibility of BUYER hereunder; such areas to include but not be limited to public streets specified to be closed, parking areas specified as off-limits or public walkways specified to be closed. BUYER specifically acknowledges and affirms that it understands that the pyrotechnic display contracted for herein can cause substantial, severe and irreparable damage to persons and property, and that SELLER assumes no responsibility whatsoever for any property damage or injury to individuals within the areas specifically designated hereinabove as necessary to immediately surround the operations of the pyrotechnic display, areas from which pedestrian, or vehicle traffic should be restricted, areas which should be closed to access by pedestrians or vehicles, and areas which should be "off limits" and vacated from all persons and property.

6. OPERATIONS OF DISPLAY:

SELLER shall be responsible for all aspects of the setup and operation of the display.

7. PLACEMENT:

BUYER and SELLER shall mutually determine and agree upon the placement and arrangement of fireworks display devices, set pieces, props, spectator viewing areas, and any and all equipment involved with the pyrotechnic display or sound system to ensure the highest degree of show integrity and character, and present the audience the most aesthetic, artistic, and safest program possible. SELLER shall have sole discretion over placement necessitated by applicable federal, state or local safety, fire, or other regulations.

8. LICENSES OR PERMITS:

SELLER shall be responsible to obtain, for BUYER'S benefit, any city, state, or other licenses or permits required to execute the pyrotechnic display contemplated herein. SELLER shall provide BUYER necessary information, proof of insurance in accordance with paragraph 3 above, and other item required by the licensing authorities for issuance of such license or permits

9. COMPENSATION:

Compensation shall be made to the SELLER hereunder as follows: 9.1. NET 30 July 4th in year 2024, 2025, & 2026. The total amount of this contract is \$150,000. The City of Las Vegas, New Mexico agrees to pay Precision Fireworks, LLC. \$50,000 USD per year. 2024, 2025, 2026.

CANCELLATION/RESCHEDULE:

CANCELLATION: In any year during the term of this contract the BUYER wishes to terminate this Agreement by giving 90 days written notice to the SELLER, provided that the effective date of the termination is more than 90 days prior to the fireworks display date, in this instance any deposit will be refunded and the BUYER will have no further obligation under this contract.

If for any reason other than as addressed hereinabove, BUYER wishes to cancel this Agreement, there will be a cancellation fee in the amount of twenty-five percent (25%) of the yearly contract price hereunder, to be paid to or retained by SELLER if notice of cancellation is given by BUYER to SELLER at least fourteen (14) days before the date set forth in paragraph 1. If notice of cancellation is given less than fourteen days (14) before the date set forth in paragraph 1, there will be a cancellation fee of seventy percent (70%) which is to be paid to or retained by SELLER.

If SELLER cancels this Agreement or pyrotechnic display, for any reason other than (1) inclement weather, (2) force majeure, or (3) nonperformance by or material breach of the terms of this Agreement by BUYER, all monies paid to SELLER by BUYER to the date of such cancellation will be refunded to BUYER and BUYER will have no further obligation under this Agreement. Any applicable state or local taxes will be payable to the BUYER. RESCHEDULE: Both parties may agree to reschedule the pyrotechnic display to a different date to meet the requirement of this Agreement.

10. ACCOMMODATIONS:

All expenses are included with the purchase price of the show.

11.

To the extent permitted by law, it is understood that BUYER will indemnify and hold harmless the SELLER hereunder, its agents, employees, and persons and organizations independently contracted by SELLER, from and against all losses, damages, demands, costs, claims, suits, and other related actions or proceedings, of whatever nature or kind resulting from damages to any property and/or from bodily or personal injuries to and /or the death of any persons arising in any way out of the transportation, storage, handling, sale, use or execution of the fireworks furnished under the terms of this Agreement, or arising out of the fireworks products or other products furnished by SELLER under the terms of this Agreement, to the extent of the negligence or wrongful acts of the BUYER or a person for whom the BUYER is legally or contractually responsible, or from a source other than one for which insurance coverage has been provided pursuant to paragraph 3 of this Agreement above.

To the extent permitted by law, it is understood that SELLER will indemnify and hold harmless the BUYER hereunder, its agents, employees, and persons and organizations independently contracted by BUYER, from and against all losses, damages, demands, costs, claims, suits, and other related actions or proceedings, of whatever nature or kind resulting from damages to any property and/or from bodily or personal injuries to and /or the death of any persons arising in any way out of the transportation, storage, handling, sale, use or execution of the fireworks furnished under the terms of this Agreement, or arising out of the fireworks products or other products furnished by SELLER under the terms of this Agreement, to the extent of the negligence or wrongful acts of the SELLER or a person for whom the SELLER is legally or contractually responsible, or from a source other than one for which insurance coverage has been provided pursuant to paragraph 3 of this Agreement above

12. FORCE MAJEURE:

Subject to the provision of paragraph one (1) hereinabove, any failure or omission of BUYER or SELLER under this Agreement due to an act of GOD, enactment, rule, order of any act of government instrumentality (whether federal, state, or local), or other causes beyond the control of BUYER or SELLER, or force majeure will not constitute a breach or default under this Agreement.

13. CONSTRUCTION/APPLICABLE LAW:

14. If any term, provision, covenant, or condition of this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable, or if any such provision is waived or not enforced by any party hereunder, the remainder to the provisions of this agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. This Agreement, including any documents incorporated or referred to herein, Constitutes the entire Agreement between the Parties, and this Agreement may not be altered or amended except by written addendum to this Agreement executed by both BUYER and SELLER. It is agreed and understood by and between the parties hereto that this Agreement is subject to, and shall be interpreted under, the laws of the State of New Mexico, and that any aspect of this Agreement shall be controlled by and interpreted under the laws of the State of New Mexico, as they may exist from time to time.


15. ATTORNEY'S FEES:

If any legal action is necessary to enforce the terms and conditions of This Agreement, the prevailing party shall be entitled to recover all costs of suit and reasonable attorney's fees.

16. The BUYER and SELLER have agreed that the general guidelines of the display will consist of shells, 504-3" shells, 180-4" shells, 120-5" shells, 72-6" shells, 12-8" shells, 20 Class B cakes, according to the Pyrotechnic Proposal.

THIS CONTRACT / Agreement is binding only after it has been signed by all parties hereto and returned to SELLER, as set forth hereinabove.

Precision Fireworks, LLC.

By: 
Jesse Williams, Owner/President

Date: 3/25/2024

Company: _____

By: _____

Date: _____ Title: _____



Approval Form

(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

*Reviewed:

Tim Montgomery, City Manager

04/01/2024

Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: 3/29/2024

Department Submitting: Fire Dept. Submitter: Christina Baca

Documents To Be Reviewed: Fireworks Contract (3 years)

Deadline: 4/12/2024

Submitter Comments: _____

Received by Human Resource: _____ Date: _____

City Manager / HR Comments: _____

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

Approved / Disapproved: (Reason for Disapproval): _____

Changes: _____

Date: _____

ABA Sr.

Attorney Review

04/01/2024

Date

Approved /Disapproved: (Reason for Disapproval): _____

Wendy Wade

Finance Director

5-16-24

Date

Approved /Disapproved: (Reason for Disapproval): _____

Tim Montgomery, City Manager

Date

Received by City Clerk's Office

Date: _____



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

Meeting Date: 5/22/2024

Date Submitted: 5/17/2024

Department: Community Development

Item/Topic: Request approval of a Memorandum of Agreement (MOA) between San Miguel County and the City of Las Vegas

The purpose of the MOA is for the use of City property at 500 Railroad Avenue in which the County will cover the City of Las Vegas for a total of 48 hrs during the New Mexico Counties Annual Conference event.

Fiscal Impact:

Attachments: MOA, Attorney approval form, site plan

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

Approved For Submittal By:

[Signature]

Department Director

Reviewed By:

[Signature]

Finance Director

[Signature]

City Manager

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

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

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



MEMORANDUM OF AGREEMENT
between
San Miguel County and
City of Las Vegas for Use of City Property
during the
New Mexico Counties Annual Conference

This Memorandum of Understanding is made and entered this 14th day of May, 2024, by and between the County of San Miguel, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the City of Las Vegas, a political subdivision of the State of New Mexico (hereinafter referred to as the "City"), whose address is 1700 N. Grand Avenue, Las Vegas, NM 87701.

RECITALS

WHEREAS, San Miguel County is hosting the New Mexico Counties Annual Conference June 17 through June 20, 2024, in Las Vegas, New Mexico; and

WHEREAS, the City has space that it is willing to allow the County to utilize for events that will take place during said conference; and,

WHEREAS, the City and County are both in agreement; and,

WHEREAS, San Miguel County agrees to provide liability insurance coverage for this event for a period of 48 hours; and,

WHEREAS, the City of Las Vegas agrees to provide an event permit for the event;

NOW, THEREFORE, in consideration of the recitals and obligations of the parties as expressed herein, both San Miguel County and the City of Las Vegas do hereby agree as follows:

ARTICLE I

Scope of Services. The County shall be allowed to utilize City facilities, including the street and block area of Railroad Avenue and East Lincoln, for the County block party on the evening of June 18, 2024. This shall include utilizing the city streets at the intersection of Railroad Avenue and East Lincoln, roll-out trash containers, parking in front of the train depot, electricity and street block barriers. The required hours shall be 8:00 am on June 18, until 12:00 pm on June 19.

ARTICLE II- Responsibilities of Parties.

- A. The County shall be responsible for set up, breakdown and cleanup of the area for the event.
- B. The County shall be responsible for supplying the City with a certificate of liability insurance coverage for the event.

- C. The County shall be responsible for event security, utilizing SMC Sheriff's Department.
- D. The County shall be responsible for procuring stage, band, food and drink facilities, tables and chairs, restroom facilities, hand wash facilities and tents for event.
- E. The County shall be responsible for transportation to and from the event.
- F. The City shall be responsible for providing trash containers and pickup.
- G. The City shall be responsible for providing water for the restroom trailer and hand wash stations. There will be two hand wash stations, one near the restroom trailer and one near the food.
- H. The City shall be responsible for providing electricity for the event lights, the movie trailer and restroom trailer.
- I. The City shall provide the County with an event permit.

ARTICLE III

Term and Termination. This MOA shall become effective upon final execution by both parties and shall automatically terminate on June 20, 2024. This MOA may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. This MOA may be terminated by either party upon seven (7) days' written notice, with or without cause.

ARTICLE IV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and by US Postal Service or Email. Notices shall be sent to the following:

San Miguel County
Joy Ansley, County Manager
500 W. National Ave., Ste. 201
Las Vegas, NM 87701
(505)425-9333
jansley@co.sanmiguel.nm.us

City of Las Vegas
Tim Montgomery, Interim City Manager
1700 N. Grand Avenue
Las Vegas, NM 87701
(505)454-1401
tmontgomery@lasvegasnm.gov

ARTICLE VI

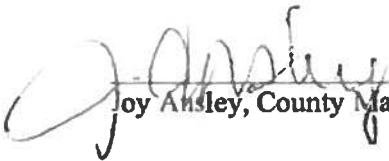
New Mexico Tort Claims Act. By entering into this Lease Agreement Amendment, neither party shall be responsible for liability incurred as a result of the other party's act or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Agency and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision of this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

ARTICLE VII

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


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

SAN MIGUEL COUNTY



Joy Ansley, County Manager

Approved as to legal sufficiency:



H. Chico Gallegos
San Miguel County Attorney

ATTEST:

Louanna G. Ortega
San Miguel County Clerk

City of Las Vegas

Tim Montgomery, City Manager

Cassandra Fresquez, City Clerk

Approved as to legal Sufficiency:



City of Las Vegas Attorney

Untitled Map

Write a description for your map.





Approval Form
(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

***Reviewed:**

[Signature]
Tim Montgomery, City Manager

05/16/2024
Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: *May 16, 2024*

Department Submitting: *Community Development* Submitter: *Lucas Marquez*

Documents to be reviewed: *MOU between San Miguel County and City of Las Vegas, for use of City property during the New Mexico Counties Annual Conference.*

Deadline: *May 17, 2024*

Submitter Comments: *Needed to utilize City facilities, roll-out trash containers, electricity, and street block barriers.*

Received by CM - Office Mgr/HR: *Stephan F. Aragon* Date: *5/16/2024*

City Manager / HR Comments: _____

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

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

1 *Changes:*
[Signature] Date: *5/17/2024*
Attorney Review **Date**

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

[Signature] Date: *5-17-24*
Finance Director **Date**

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

[Signature] Date: *05/16/2024*
Tim Montgomery, City Manager **Date**

Received by City Clerk's Office Date: _____
(Only if being placed on the Agenda)

**This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is no Attorney Review, it will not be processed until this step is completed.*



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

Meeting Date: May 22, 2024

Date Submitted: 5/16/24

Department: Executive

Item/Topic: Request removal of Utilities Director, Maria Gilvarry.

As per Municipal Charter, Article V, Section 5.07 Departments. D. Department directors are at-will employees who may be placed on administrative leave or removed by the city manager, subject to a majority vote by the Governing Body. The majority vote by the Governing Body of whether or not to remove a department director shall be recognized and implemented by the City Manager, with said vote constituting a final and conclusive determination regarding the matter.


Fiscal Impact:

Attachments:

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

Approved For Submittal By:

Reviewed By



Finance Director



City Manager

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

Resolution No. _____
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Approved _____

Continued To: _____
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Denied _____
Other _____