

City of Las Vegas

1700 N. Grand Avenue Las Vegas, NM 87701

505-454-1401 lasvegasnm.gov



MAYOR DAVID ROMERO

CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING April 9, 2025-Wednesday-5:30 p.m.

**City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

AGENDA

City Council Meetings are

Available via YouTube

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

V. APPROVAL OF AGENDA

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

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

- Proclamation for "Victor Sanchez" and "Virginia Lujan"
- Recognition Certificates for WLV State Runners-up Athletes and Coaches

VIII. COUNCILORS' REPORTS

IX. PRESENTATIONS/POSSIBLE DIRECTION (not to exceed 10-15 minutes)

- Presentation by West Las Vegas New Mexico Business Professionals (BPA) speaking on the role of BPA.

**David Ulibarri
Councilor Ward I**

**Michael Montoya
Councilor Ward 2**

**Barbara Casey
Councilor Ward 3**

**Marvin Martinez
Councilor Ward 4**

X. APPROVAL OF MINUTES (March 11 Joint Meeting, March 12 and March 19, 2025)

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

1. Request approval of Addendum #1 to Contract #4083-24 Curb Services Company for on call pressure reducing valve & altitude control valve maintenance.

Travis Martinez, Water Director RFP #2024-14 was awarded on 5/1/24 and agreement #4083-24 was signed on 5/11/24. The extended term of this agreement will be for 1 year.

2. Request approval of Addendum #2 to Contract #3967-23 Hay's Plumbing & Heating for on call commercial plumbing services.

Travis Martinez, Water Director RFP #2023-10 was awarded on 5/5/23 and agreement #3967-23 was signed on 5/5/23. The extended term of this agreement will be for 1 year.

3. Request approval of Addendum #3 to Contract #3875-22 with The Master's Touch LLC for monthly mailings and postage for the City of Las Vegas.

Travis Martinez, Water Director RFP #2022-23 was awarded on 5/9/22 and agreement #3875-22 was signed on 5/9/23. The extended term of this agreement will be for 1 year.

XII. BUSINESS ITEMS

1. Request approval of Resolution No. 25-15 to apply for and assuring of matching funds for the Transportation Project Fund (TPF) grant for a total project amount of \$2,182,652.61, including NM gross receipt tax.

Arnold Lopez, Public Works Director The City of Las Vegas will be contributing their share of 5% (\$109,132.63), New Mexico Department of Transportation's share being 95% (\$2,073,519.98) for the plan, design, construction, reconstruction, drainage improvements, pavement rehabilitation, ADA compliant curb & ramps, miscellaneous construction and construction management of Commerce Street from East National Avenue to East Baca Street.

2. Presentation/Discussion and Update on customer service efficiency and information on Amnesty Day, April 19, 2025.

David Marquez, Gas Director/SW Interim Director Update on the progress of the Solid Waste department regarding customer service and information regarding Amnesty Day on April 19, 2025.

XIII. 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 Human Resource 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.

XIV. EXECUTIVE SESSION ACTION ITEMS

1. Request the removal of Darlene Arguello as Human Resource 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.

XV. ADJOURN

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

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

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



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

Meeting Date: April 9, 2025

Date Submitted: 4/1/25

Department: Executive

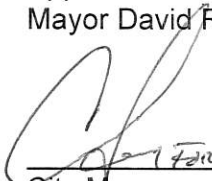
Item: Presentation by the West Las Vegas New Mexico Business Professionals of America (BPA) speaking on role of BPA and be recognized in the community, as one of the duties of BPA members is to volunteer within the community.

Fiscal Impact:

Attachments:


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

Approved For Submittal By:
Mayor David Romero



Tim Montgomery
City Manager

Reviewed By:



Finance Director

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

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

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

**MINUTES OF THE JOINT CITY OF LAS VEGAS CITY COUNCIL/CHARTER
COMMISSION MEETING HELD ON TUESDAY, MARCH 11, 2025 AT 3:00 P.M. IN
THE CITY COUNCIL CHAMBERS.**

MAYOR: David Romero

COUNCILORS: Marvin Martinez
Barbara Casey
Michael L. Montoya
David Ulibarri

ALSO PRESENT: Casandra Fresquez, City Clerk
Geno Zamora, Contracted City Attorney
Charter Commissioners (Matt Martinez, Benito
Pacheco, Meredith Britt, Joseph Cruz, Ashley
Arellanes, Joseph Domiguez)

CALL TO ORDER

Mayor Romero called the meeting to order at 3:00 pm. Mayor Romero welcomed the Charter Commissioners.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey asked for a moment of silence to thank our creator for bringing them together to work on a document to help guide them through the next several years, one that is fair and equitable.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as presented. Councilor Martinez seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

Charter Commissioner Arellanes made a motion to approve the agenda as presented. Charter Commissioner Cruz seconded the motion. Chairman Martinez asked if all were in favor. All were in favor.

PUBLIC INPUT

City Clerk Fresquez advised there was no public input.

BUSINESS ITEMS

Mayor Romero thanked the Charter Commissioners for their commitment to serve and work on a document that will guide the Governing Body. Mayor Romero also thanked Contracted City Attorney Geno Zamora for his guidance.

1. Presentation by Charter Commission of work performed thus far and possible charter revisions.

Chairman Matt Martinez advised that they were in the discussion phase of the charter and were looking at a couple of ideas that they thought would be something Council might consider. Chairman Martinez hoped the meeting would give them the opportunity to see how Mayor and Council want them to proceed, what Mayor and Council would like them to do or if they need to go back and continue to work on other revisions. Chairman Martinez advised that they looked at other comparable sized cities so they could provide an opportunity to those who want to serve on the City Council, as Mayor or Judge.

Contracted City Attorney Geno Zamora provided an overview regarding the process of the Charter Commission that's required to meet every few years to consider revisions to the City Charter and make recommendations to the Governing Body. Contracted City Attorney Zamora advised that it was ultimately up to the Governing Body to decide which charter amendments will go to the

November election. Contracted City Attorney Zamora discussed the drafted documents of possible charter proposals from the Charter Commission. Contracted City Attorney Zamora advised that City Clerk Fresquez and himself have done research on similar communities, research regarding the history of Las Vegas and legal research as well as drafting the document with possible charter proposals. Contracted City Attorney Zamora discussed in length the following concepts that are being considered and recommended; Concept one is if the charter maintains four Councilors and one Mayor, then the existing structure would need to be revised in the Charter, if the Charter stays as four Councilors and one Mayor the language would need to be cleaned up in Section 2.01(b) and reflect the legally correct structure of four City Councilors who shall be elected from single-member districts. Contracted City Attorney Zamora advised that the language would also need to be revised in Section 2.03 regarding references to the Municipal Election Code, instead of the Charter defining its own qualifications and election of Councilors, they would instead reference the Municipal Election Code of the New Mexico Local Election Act.

Councilor Montoya asked if it was only discussion and the Charter Commission would then go back to Mayor and Council with a final revision of all the recommendations at a later date and then Mayor and Council at that time would decide.

Contracted City Attorney Zamora advised that the structure of the meeting was to show Mayor and Council the Charter Commissions progress and to get feedback from the Governing Body.

Mayor Romero advised that there were some language and legal corrections done within the drafted document of possible charter proposals and should Mayor and Council agree then the Charter Commission would be clear to move forward.

Contracted City Attorney Zamora discussed how regardless of a municipality having a Charter or not, all municipalities have to comply with the election code. Contracted City Attorney Zamora continued to discuss in length the following

concepts that are being considered and recommended; Concept two regarding the ability to either be a four member Council or eight member Council, which would be a dual member district Council.

Charter Commissioner Meredith Britt voiced her opinion regarding having eight Council members.

Charter Commissioner Ashley Arellanes voiced her opinion regarding having eight Council members due to the fact of having more representation and better communication.

Councilor Martinez voiced his opinion regarding the benefits of having eight Council members.

Councilor Casey voiced her opinion regarding having eight Council members and also the fact of remodeling the Council Chambers to fit eight Council members, the Governing Body's salaries would need to be increased, and travel expenses for training would also increase. Councilor Casey asked if all those were considered during the Charter Commissioners deliberations.

Chairman Martinez advised yes and they discussed it with Finance Director Morris Madrid.

Contracted City Attorney Zamora continued to discuss Concept two regarding the process for implementing eight Council members and the terms for each member in a ward being staggered. Contracted City Attorney Zamora advised if a charter amendment is approved during the November 2025 election, it would become effective for the November 2027 election and those elected officials would take office on January 1, 2028.

Councilor Montoya discussed the importance of educating the community regarding the questions that will be on the ballot.

Mayor Romero discussed the importance of working together with the Charter Commission and being on the same page.

Chairman Martinez also discussed the importance of educating the community in regards to the charter revisions.

Contracted City Attorney Zamora discussed Concept three and the following four options for compensation; option one - increasing compensation from \$10,000 to \$15,000, option two - Mayor compensation at \$25,000 and Councilors at \$15,000, option three - annual compensation for the Mayor and each Councilor shall be in an amount equal to the maximum amount authorized by the Legislature to be paid in Class B high valuation counties (currently \$30,196 per year) and option four - compensation based on a certain percentage amount from (\$30,196).

City Clerk Fresquez discussed the timeline regarding the Charter Commission providing their final recommendations to Mayor and Council by the end of April and Council would have May and June to approve the final document.

Charter Commissioner Arellanes discussed the importance of reaching certain demographics who don't listen to the radio and possibly advertising on social media, along with email blasts.

Contracted City Attorney Zamora discussed Concept four which were procedural changes to comply with the new election calendar, to eliminate conflicts with the Open Meetings Act and update practices. Contracted City Attorney Zamora advised that he would be discussing edits done under Section 3.01 Mayor and 4.01 Municipal Court to comply with revised laws and revised circumstances.

Mayor Romero asked Mr. Zamora to keep in mind a bill at the legislature regarding residency.

Contracted City Attorney Zamora discussed edits done under Section 3.03 Mayor Pro Tem, clarification regarding the presence and absence of the Mayor, and

updating Section 3.04 Vacancy in Office in regards to procedures and complying with the election code. Contracted City Attorney Zamora discussed edits done under Section 4.01 Municipal Court in regards to updates pertaining to the Local Election Act and clarifications regarding dates, qualifications, term of office and temporary absence and vacancy in office. Contracted City Attorney Zamora advised that they completed their first review and have significant edits for Article V regarding department directors. Contracted City Attorney Zamora advised that they have one more meeting to review the remaining articles and the Charter Commission should be ready to vote on charter revisions that will be taken to Council for approval.

2. Discussion and recommendations from the Governing Body regarding charter revisions.

Councilor Montoya discussed the following charter recommendations regarding the Fire Chief and Emergency Management positions reporting to Mayor and Council, Councilors voluntarily appointed to at least three committees, better representation with eight Council members, removing old language from the current charter and the importance of educating the public on the charter revisions. Councilor Montoya thanked the Charter Commissioners for volunteering their time.

Mayor Romero discussed the following charter recommendations regarding being in favor of changing to eight Council members, directors being under the City Manager with no oversight from the Governing Body, the Governing Body's salary amount being up to the County Commission and the Charter Commission looking into other Governing Bodies having oversight over the Fire Chief like they do the other four appointed officers (City Clerk, City Manager, City Attorney and Police Chief).

Councilor Casey discussed not being in favor of Council being voluntarily appointed to committees due to possible influence or making other committee members uncomfortable.

Contracted City Attorney Zamora discussed Councilor Committees that are composed solely of Councilors as an alternative of mixing Councilors and citizens.

Councilor Ulibarri thanked the Charter Commission for all they've done.

Councilor Martinez stated he was also in favor of changing to eight Council members and having consistency.

3. Approval of recommended charter revisions from the Governing Body for Charter Commission's consideration.

Mayor Romero advised from what he heard everyone agreed on eight Council members and fixing language within the City Charter.

Charter Commissioner Dominguez voiced his opinion regarding Council not having a salary like Silver City.

Charter Commissioner Arellanes voiced her opinion regarding the salary pay and it being an incentive for those who may want to serve their community.

Charter Commissioner Pacheco voiced his opinion regarding the importance of transparency and community engagement.

Charter Commissioner Cruz voiced his opinion regarding educating the community to build trust.

Charter Commissioner Britt voiced her opinion regarding the importance of educating the community and concerns with people not voting for a salary increase.

ADJOURN

Councilor Montoya made a motion to adjourn. Councilor Martinez seconded the motion.

City Clerk Fresquez advised the motion carried.

Charter Commissioner Arellanes made a motion to adjourn. Charter Commissioner Pacheco seconded the motion.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 6:10 pm.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD
ON WEDNESDAY, MARCH 12, 2025 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS.**

MAYOR: David Romero

COUNCILORS: Marvin Martinez
Barbara Casey
Michael L. Montoya
David Ulibarri

ALSO PRESENT: Tim Montgomery, City Manager
Casandra Fresquez, City Clerk
Caleb Marquez, Sergeant at Arms

CALL TO ORDER

Mayor Romero called the meeting to order at 5:30 pm and welcomed Chairman Walter Adams.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri asked for a moment of silence for the City employees who were assisting with the water crisis and thanked God for helping everyone through their tragic times.

Councilor Montoya recognized a former employee of the City, Frank Romero who passed away on February 18, 2025.

APPROVAL OF AGENDA

City Clerk Fresquez advised there was an error on the agenda regarding Business Item #4 for a budget adjustment. City Clerk Fresquez advised the background on the agenda was the error.

City Clerk Fresquez read the correct background into the record as follows:

The City of Las Vegas is in need of making a budget adjustment for the 2024-2025 fiscal year to appropriated funds for initiatives funded for State Grant awards. City Clerk Fresquez advised it does not affect the action of the item.

Councilor Casey made a motion to approve the agenda. Councilor Martinez seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

PUBLIC INPUT

None

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

- Appointment of Esperanza Pacheco to Design and Review Board

Mayor Romero advised Esperanza Pacheco lived within City limits and also had owned a business on Bridge Street.

Councilor Casey made a motion to appoint Esperanza Pacheco to the Design and Review Board. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised motion carried.

- Recognitions for individuals from the Elks Hoop Shoot Competition

Councilor Montoya recognized the young individuals who participated in the Elks Hoop Shoot Competition for the 2024-2025 for District, State, and Nationals. Councilor Montoya also recognized the Elks Lodge for conducting and supporting the programs for the youth. Councilor Montoya also recognized the Elks Lodge Hoop Shoot Director Barbara Venturi, for volunteering her time and her dedication to the program.

Councilor Casey advised that the community was blessed to have Ms. Venturi as part of the community and for volunteering her own time to help the children in the community.

Councilor Martinez thanked the parents for allowing their children to participate.

COUNCILORS' REPORTS

Councilor Casey advised she would forgo her report due to the length of the agenda.

Councilor Montoya thanked Police Chief Caleb Marquez, the Solid Waste department, and the Streets department for being attentive to the community and taking care of the trash situations in a timely manner. Councilor Montoya also

advised that crosswalks throughout town needed to be painted before the summer.

Councilor Martinez thanked the Community Development department and the Streets department for cleaning the bridge on Grand Avenue and for improving the quality of the community by taking care of it so quickly.

Councilor Montoya advised that City Manager Tim Montgomery and himself toured the Veterans Center, the Farmers Market and the Rodeo grounds. Councilor Montoya advised that the parking lot at the Veterans Center was going to need asphalt or base course. Councilor Montoya recognized City Clerk Casandra Fresquez, Police Chief Caleb Marquez, Events Planner Charles Griego and Public Information Officer Amanda Salas, for assisting in the recognition for the Elks Hoop Shoot Competition.

CITY MANAGER'S REPORT

City Manager Tim Montgomery discussed the following:

- Welcomed new staff to the City of Las Vegas
- Water Update: January 1, 2025
 - Bradner Reservoir was at 93.5% Capacity - 293 acre feet
 - Peterson Reservoir was at 33.9% Capacity - 72 acre feet
 - Storrie Lake was at 90.2% Capacity - 721 acre feet
 - Leased water was at 102.4% Capacity - 205 acre feet
 - Cabin Site tank was at 66.3% Capacity - 1.017 acre feet
 - Luna tank was at 95% Capacity - .729 acre feet
 - Valencia tank was at 61.3% Capacity - .094 acre feet
- February 14, 2025
 - Cabin Site tank down to 6.3% - 313,000 gallons
 - Luna tank down to 18.7% - 467,000 gallons
 - Valencia tank down to 60% - 300,000 gallons
- March 12, 2025

- Cabin Site tank 40% Capacity - 2 million gallons
 - Luna tank 56.7% Capacity - 1.4 million gallons
 - Valencia tank 61.3% Capacity - 306,000 gallons
- Daily meetings with New Mexico Environmental department
- Water Distribution
 - 54 semi loads
 - 1,023 pallets of water
 - 9,468 cases of water
 - 2.17 million bottles of water were handed out to the community through the 2 distribution sites
- Water Delivery to homes
 - 8 semi loads
 - 160 pallets of water
 - 12,000 cases of water
 - 144,000 bottles of water were delivered to homes
- Various Water Treatment Plant upgrades to improve water quality and function
- Daily Business improvements in the City
 - Sidewalk/curbing improvements (Hot Springs Blvd)
 - Fencing to protect old City Hall
 - Changes made to City website
 - New steps/sidewalks (Municipal Court)
 - Parks department updates

Councilor Ulibarri asked how many acre feet of water the City used from Storrie Lake.

City Manager Montgomery advised that Storrie Lake currently had 721 acre feet, with 205 acre feet of leased water, for a total of 926 acre feet. City Manager Montgomery advised that they would be moving between 20-40 acre feet of water to Peterson and Bradner Reservoirs.

Councilor Casey mentioned a constituent had reached out to her by email in regards to possible contaminants going into Storrie Lake. Councilor Casey asked if City Manager Montgomery would be willing to look into that and report about it at the next meeting.

City Manager Montgomery advised he wasn't aware of any contaminants going into Storrie Lake, however, he advised that he would look into it and report back to Mayor and Council at the next meeting.

Councilor Montoya asked how many times the Water Treatment Plant had gone down in the past two weeks.

City Manager Montgomery mentioned at least two or three times. City Manager Montgomery advised there had been chemical adjustments which could have had an impact on the system along with issues during backwash.

Councilor Montoya asked City Manager Montgomery if he could get a copy of his full report.

City Manager Montgomery asked that Councilor Montoya keep the report to himself so there's no impact to the investigation.

Councilor Montoya asked City Manager Montgomery to explain to the public what the requirements are to get off the boil water order.

City Manager Montgomery discussed the following four criteria that NMED requires: system stability, building the reserves, scheduled backwashes of the filtration systems, and testing water daily to ensure there's no bacteria in the water. City Manager Montgomery advised the City had passed the majority of the criteria, however they were still working on system stability to at least run the treatment plant seven days a week without issues.

Councilor Montoya asked City Manager Montgomery to briefly inform the public on the City's short term and long term goals.

City Manager Montgomery discussed the following upgrades/changes made at the Water Treatment plant; keeping stability and starting to install pumps and drains to remove water from the lagoons into Bradner Reservoirs. City Manager Montgomery advised that they are working with consultants on Water Resources and Water Treatment Plant designs that would best fit the needs of the City of Las Vegas.

Mayor Romero asked City Manager Montgomery if there had been an update on SCADA Systems.

City Manager Montgomery advised there were programming matters, however SCADA is a Supervisory Control and Data Acquisition system which allows you to view the turbidity levels in the filtration system. City Manager Montgomery advised that they could control the system immediately as well as receive an alarm when turbidity levels changed or an issue occurred.

Mayor Romero asked if there had been an update on the Trac Vac.

City Manager Montgomery advised that Trac Vac works like a vacuum cleaner that's on the bottom of both clarifiers, where the clarifier was one of the first steps when bringing in raw water and was pre-treated within the two clarifier beds. City Manager Montgomery advised it captures any debris in the water and helps it settle to the bottom of the filter so the Trac Vac could remove it from the clarifying bed.

Mayor Romero clarified with Water Director Travis Martinez, that both Trac Vac's had gone down in December 2024 and January 2025 when they were both replaced.

Water Director Martinez advised yes.

Councilor Martinez voiced his opinion regarding the PSA's that were being released to the public and advised that he felt City Manager Montgomery wasn't being transparent with the Governing Body. Councilor Martinez advised he would like to know more about what was going on with the Water Treatment Plant so he could provide constituents with information. Councilor Martinez mentioned the investigation was very important but to him and the general public, it wasn't. Councilor Martinez advised what's important was getting off the boil water advisory. Councilor Martinez advised he went to the Water Treatment Plant and was not happy with what he saw as far as the Trac Vac System being down and in his opinion felt that the consultants were unorganized. Councilor Martinez voiced his opinion regarding the water emergency being City Manager Montgomery's main priority and not the investigation. Councilor Martinez thanked City Manager Montgomery for all the things that he had done.

City Manager Montgomery advised that it had been an emergency for them internally for a full month and he was communicating with them at least every other day regarding where they were with the water reserves.

Mayor Romero advised the investigation wasn't being done by City Manager Montgomery directly and others were involved. Mayor Romero advised that City employees have had to endure one issue after another, along with regular City operations. Mayor Romero advised from his perspective he felt that City Manager Montgomery was not only focusing on the investigation.

City Manager Montgomery advised he was not involved with the investigation. City Manager Montgomery advised he was a part of the daily operations regarding keeping water production going, attending NMED meetings, and supporting staff and other departments.

Councilor Martinez advised he didn't want the public to have the impression that the investigation was more important than the quality of water in the community.

PRESENTATIONS/POSSIBLE DIRECTION

Presentation by Jay Lazarus with Glorieta GeoScience, a Division of GZA, Geoenvironmental Inc., speaking on water.

Councilor Montoya asked Mayor and Council to provide more than 10-15 minutes for Mr. Jay Lazarus' presentation.

Mayor Romero advised at the 15 minute mark he would see how much time Mr. Lazarus would need to finish his presentation on the Quintana Emergency water lease.

Councilor Ulibarri asked Mr. Lazarus if he knew anything about the water situation as a consultant.

Mr. Lazarus advised he was informed when there was a big loss of water from the Luna tank.

Mr. Lazarus provided a lengthy presentation regarding the use of the Quintana Emergency distribution of leased water in 2023, 2024 and 2025.

Councilor Montoya made a motion to extend the 15 minutes for an additional 10 minutes. Councilor Casey seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

Councilor Montoya advised the City had 205 acres of water to use or lose by December 31, 2025 - January 1, 2026.

Mayor Romero advised the Governing Body has had the same consultants for years that had been on board. Mayor Romero expressed his frustration with things that should have been done years prior that were not, but the Governing Body would have to make decisions quickly and effectively.

Councilor Casey thanked Mr. Lazarus for doing his job proficiently and for keeping Mayor and Council updated on the water situation. Councilor Casey also thanked Mr. Lazarus for giving informative reports.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes for February 12th, February 19th and February 21, 2025, with corrections. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Michael L. Montoya	Yes	Marvin Martinez	Yes
Barbara Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

CONSENT AGENDA

City Clerk Fresquez read the Consent Agenda (1-4) into the record as follows:

1. Request approval of Addendum #2 to Contract #3958-23 with Molzen Corbin & Associates for professional engineering services for water distribution.
2. Request approval of Addendum #2 to Contract #3959-23 with the Electric Horseman Inc. for commercial electrical services for the City of Las Vegas.
3. Request approval of Addendum #2 to Contract #3961-23 with All In One Excavation, LLC for commercial plumbing services for the City of Las Vegas.
4. Request approval to open negotiations with the Las Vegas Police Officer's Association (LVPOA) Fraternal Order of Police (FOP) for one (1) economic article and two (2) non- economic articles.

Councilor Martinez made a motion to approve the Consent Agenda (1-4). Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

David Ulibarri	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

1. Conduct a Public Hearing and request approval of exterior alterations at the train station at 500 Railroad Avenue, Las Vegas, NM 87701.

Councilor Casey made a motion to enter into a Public Hearing for Business Item #1. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Michael L. Montoya	Yes	Marvin Martinez	Yes
Barbara Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

City Clerk Fresquez swore in Community Development Director Lucas Marquez and Nina Simonetti with Amtrak.

Community Development Director Lucas Marquez advised that there were ADA compliance issues at the Transportation Center, which Amtrak also utilizes. Community Development Director Marquez advised that there's a strip of historic bricks that are uneven and are not ADA compliant. Community Development Director Marquez advised Amtrak proposed the removal of the bricks and replace them with tinted stamped brick which would be ADA compliant. Community Development Director Marquez mentioned that the City would be able to have

the historical bricks in possession after they had been palletized. Community Development Director Marquez advised there were other ADA compliant issues regarding drainage that were also discovered. Community Development Director Marquez asked Nina Simonetti with Amtrak to explain.

Ms. Nina Simonetti with Amtrak advised they would be placing a replacement platform to ensure it's in full ADA compliance with an even surface for walking. Ms. Simonetti advised that the platform would be concrete, stamped and tinted, which has the best longevity. Ms. Simonetti advised they would be adding additional signage, redoing lighting, hardscaping, and drainage from the roof. Ms. Simonetti advised they would not be affecting the historical building itself.

Community Development Director Marquez advised that the Design & Review Board requested a SHPO letter that was given to Amtrak. Community Development Director Marquez advised that the SHPO letter was sent to Las Vegas Nevada by accident but he received the letter and they're back on track to complete the project as quickly as possible. Community Development Director Marquez advised that Amtrak would be taking care of all the repairs and mitigating the majority of the ADA compliance issues.

Councilor Casey made a motion to exit the Public Hearing and reconvene into regular session and to approve exterior alterations at the train station at 500 Railroad Avenue, Las Vegas, NM 87701. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

2. Request approval of Resolution No. 25-13 to apply for and assuring of matching funds for the Municipal Arterial Program (MAP) grant for a total project amount of \$964,660.54 inclusive of New Mexico Gross Receipt Tax.

Public Works Director Arnold Lopez advised they had selected Parkview as the project for the MAP grant, however it did not meet the criteria as an arterial route. Public Works Director Lopez advised they had to change it and was unable to take it back to Council for approval due to the deadline rapidly approaching. Public Works Director Lopez advised that Lori Lane was in dire need of repairs.

Councilor Casey made a motion to approve Resolution No. 25-13. Councilor Montoya seconded the motion.

Resolution 25-13 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Marvin Martinez	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

3. Request approval to repeal Resolution No. 24-30 and replace it with Resolution 25-11 to accept the grant offer from the New Mexico Department of Transportation Aviation Department and to secure matching funds in the amount of \$70,884.00.

Councilor Casey made a motion to approve the repeal of Resolution No. 24-30 and replace it with Resolution 25-11 to accept the grant offer from the New Mexico Department of Transportation Aviation Department and to secure matching funds in the amount of \$70,884.00. Councilor Ulibarri seconded the motion.

Resolution 25-11 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Michael L. Montoya	Yes	David Ulibarri	Yes
Barbara Casey	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

4. Request approval of Resolution No. 25-12, a budget adjustment for the 2024-2025 fiscal year.

Finance Director Morris Madrid advised that the budget adjustment was to appropriate money from different sources. Finance Director Madrid advised that the first one was for an appropriation of revenue and expense from the proceeds of a grant from NMDOT in the amount of \$1,417,680 for the design and construction of an 8ft game fence around the Las Vegas Airport. Finance Director Madrid advised that it included the assurance of matching funds in the amount of \$7,884. Finance Director Madrid advised the second part was for an appropriation of revenue and expense from the proceeds of a grant from the New Mexico Department of Homeland Security and Emergency Management in the amount of \$299,800 for the purchase and installation for City of Las Vegas fire station generators.

Councilor Casey made a motion to approve Resolution No. 25-12, a budget adjustment for the 2024-2025 fiscal year. Councilor Martinez seconded the motion.

Resolution 25-12 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

Councilor Montoya asked Finance Director Madrid if the resolution went before the Finance Committee.

Finance Director Madrid advised no, due to it being time sensitive so plan and design could take place.

Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

David Ulibarri	Yes	Marvin Martinez	Yes
Barbara Casey	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised motion carried.

5. Request approval of Resolution No. 25-05 adopting an updated travel policy relating to the reimbursement and travel per diem and mileage expenses for Public Officers and Employees of the City of Las Vegas while on official city business.

Finance Director Morris Madrid advised updating the travel policy would put the City of Las Vegas in compliance with the mileage and per diem act. Finance Director Madrid advised it should have been brought to Council in February but was delayed on his end due to other priorities. Finance Director Madrid advised that it's usually done at the beginning of the year due to the mileage rates being based on Internal Revenue Service allowable rates.

Councilor Martinez made a motion to approve Resolution No. 25-05 adopting an updated travel policy relating to the reimbursement and travel per diem and mileage expenses for Public Officers and Employees of the City of Las Vegas while on official city business. Councilor Montoya seconded the motion.

Resolution 25-05 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Barbara Casey	Yes	Marvin Martinez	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised motion carried.

6. Request approval of Memorandum of Understanding (MOU) between the County of San Miguel and the City of Las Vegas.

Community Service Director June Tafoya advised San Miguel County had provided the \$75,000 funding to assist in the operations of all senior centers.

Councilor Casey made a motion to approve Memorandum of Understanding (MOU) between the County of San Miguel and the City of Las Vegas. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Marvin Martinez	Yes	Michael L. Montoya	Yes
David Ulibarri	Yes	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

7. Consideration to approve the proposed restructuring of the Executive Department's Organizational Chart by adding a Deputy City Manager.

City Manager Tim Montgomery advised the Deputy City Manager position had been on the Organizational Chart in the past and had been removed 3 years ago. City Manager Montgomery advised the budget is set for the fiscal year, however

he would like to add the Deputy City Manager position to the Organizational Chart to assist him with daily duties so he could assist with other tasks as well.

Councilor Montoya asked City Manager Montgomery if the Deputy City Manager was an exempt position.

City Manager Montgomery advised it was non-exempt and was not at will.

Councilor Montoya asked what the salary range was for the position.

City Manager Montgomery advised a full year was between \$80,000-\$85,000.

Councilor Montoya asked if his Administrative Assistant was going to stay at the position she's at or not.

City Manager Montgomery advised she would remain as the Executive Office Manager as well as having an Administrative Assistant I position reporting to her, which has not yet been posted. City Manager Montgomery advised that the Administrative Assistant I would report to the Executive Office Manager and the Executive Office Manager would report to City Manager Montgomery as well as Deputy City Manager. City Manager Montgomery advised that the Deputy City Manager would then report to City Manager Montgomery as well as taking on daily activities among all departments.

Councilor Montoya asked what the job duties for the position were.

City Manager Montgomery mentioned the Deputy City Manager would coordinate with the PIO, daily activities in all departments, answer phone calls, answer emails, and meet with department directors so he could focus on the Master Plan. City Manager Montgomery advised that the Deputy City Manager would step in for him should he not be present.

Mayor Romero mentioned he felt that the position would help the City Manager with communication, with transparency and City Manager Montgomery could become more accessible due to having assistance with day to day operations.

City Manager Montgomery mentioned he worked over 3,000 hours last year and 2,000 hours was spent attending meetings from 8-5 and he could only work at night and on weekends. City Manager Montgomery advised that the Deputy City Manager position could help balance out some of the meetings and project load.

Councilor Martinez made a motion to approve the proposed restructuring of the Executive Department's Organizational Chart by adding a Deputy City Manager. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
David Ulibarri	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised motion carried.

8. Discussion, Review and Possible Action regarding fire hydrant functionality.

City Manager Tim Montgomery advised that the Fire department uses a system called "First Due", which is used between the Fire department and Water Distribution. City Manager Montgomery advised that it tracks assets, inspections of fire hydrants, permits, has administrative support and fire hydrant testing and maintenance requirements. City Manager Montgomery discussed the spacing of fire hydrants according to City Ordinance §233-9. City Manager Montgomery discussed the fire hydrant work order board, how it's used and maintenance needs.

Fire Captain Daniel Atencio mentioned the biggest issue that was taking place was the debris and sediment build up in the pipes and flushing the hydrants for one minute straight with debris coming out. Captain Atencio advised the debris and

sediment was not good for the fire truck engines or business sprinklers around the City.

Mayor Romero asked who maintains the fire hydrants.

Captain Atencio advised with NFPA 25 the Fire department hires a third party company to test and run the hydrants as a five year plan. Captain Atencio advised it could be done in house but the only thing the Fire Department had to do with it was to ensure the testing fell in accordance with the NFPA standards.

Mayor Romero asked if the list of hydrants that needed repairs were partially repaired and if public safety was at risk.

Captain Atencio stated public safety was not at risk and the distribution system was intact due to regular testing. Captain Atencio mentioned there were 26 hydrants that were out of service for various reasons.

Councilor Montoya advised in previous years there were reports stating there were 43 fire hydrants that were non-operable, and was asking what the cost and installation of a fire hydrant would be.

City Manager Montgomery replied with an estimated amount of \$1,300 - \$2,500 per hydrant depending on the hydrant and hose size.

Councilor Montoya suggested allocating funding to replace all of the non-operable fire hydrants.

Water Director Travis Martinez advised if there are 43 non-operable fire hydrants the City would need to budget around \$43,000 depending on the water, material, the pipe, depth, excavation, etc.

Councilor Martinez asked if the City of Las Vegas was compliant in regards to the distance of fire hydrants within commercial and residential areas.

Captain Atencio advised that the City was not 100% in compliance due to the water distribution system being old, there are some old fire hydrants called “steamers”, and the airport was in need of a fire hydrant line.

Councilor Montoya made a motion to proceed with action regarding replacing non-operable fire hydrants. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Marvin Martinez	Yes	David Ulibarri	Yes
Michael L. Montoya	Yes	Barbra Casey	Yes

City Clerk Fresquez advised motion carried.

9. Request approval of amendment to Contract #4098-24 with the Sulzer Group by increasing the compensation from \$750,000.00 to \$2,000,000.00.

City Manager Tim Montgomery advised he was bringing forth amendment #1 with the Sulzer Group. City Manager Montgomery advised that the original contract with the Sulzer Group was not to exceed \$750,000. City Manager Montgomery advised during the flood event in June 2024, the Sulzer Group played a critical role in helping the City of Las Vegas. City Manager Montgomery advised there was another flooding event in October 2024 and a massive snow event in November 2024. City Manager Montgomery advised that there was a clause in the contract that stated the Sulzer Group would be able to assist with past or future disasters. City Manager Montgomery further advised that they didn’t anticipate having three disasters and the \$750,000 was not sufficient.

City Manager Montgomery advised that he received invoices on February 12th from the Sulzer Group from June through November 2024, that totaled \$952,569.84. City Manager Montgomery advised that the City should have been receiving monthly invoices and the Sulzer group should have notified the City within a 14 day timeframe that they were exceeding the \$750,000 threshold. City

Manager Montgomery mentioned the invoices in the amount of \$952,000 would be reimbursed to the City with FEMA funds. City Manager Montgomery advised that the City received \$98 million for the water system because of the Sulzer Group. City Manager Montgomery advised had they gone through a legal approach and not utilized the Sulzer Group they would have had to pay over \$15 million from the \$98 million. City Manager Montgomery advised that he was asking for Council's support to increase the threshold for the remainder of the year from \$750,000 to \$2,000,000, which would take care of the invoices from December 2024 through June 2025.

Mayor Romero mentioned the importance of looking at the help the City had received from the Sulzer Group versus what the cost would have been had they gone through the legal approach.

Councilor Montoya expressed his frustration regarding the Sulzer Group violating the contract and advised that the contract stated the City should have been receiving an invoice every 30 days. Councilor Montoya advised that he has yet to see any invoices regarding what work had been done. Councilor Montoya asked how much money the City asked for besides the \$98 million.

City Manager Montgomery mentioned the City asked for \$300 million and the Sulzer Group would receive 5% from FEMA funds.

Councilor Casey asked if they could have the invoices before next week's Council meeting.

Mayor Romero advised that the involvement with the Sulzer Group and the Water Treatment Plant is to ensure the justification of projects could be part of FEMA reimbursements.

City Manager Montgomery advised that they had received good guidance and was out of compliance with the contract however the Sulzer Group should be held accountable for getting invoices in a timely manner. City Manager Montgomery

advised he did not want to lose their services being that the City was at a critical point and projects were reaching the final approval phase within the FEMA system.

Councilor Montoya made a motion to table Business Item #9 regarding the amendment to Contract #4098-24 with the Sulzer Group by increasing the compensation from \$750,000.00 to \$2,000,000.00 until the next meeting on March 19, 2025. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Barbra Casey	Yes	Marvin Martinez	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised motion carried.

EXECUTIVE SESSION

Councilor Martinez made a motion to convene into executive session for the purpose of discussing Limited Personnel matters, as permitted by section 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, Discussion on the resignation of the Interim Water Operator Supervisor and Discussion on investigation of complaints against the Human Resource Director. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
David Ulibarri	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

Councilor Martinez made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing Limited Personnel matters, as permitted by section 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, Discussion on the resignation of the Interim Water Operator Supervisor and Discussion on investigation of complaints

against the Human Resource Director, no other items were discussed and no action was taken. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Marvin Martinez	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

ADJOURN

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

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 9:15 pm.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD
ON WEDNESDAY, MARCH 19, 2025 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS.**

MAYOR: David Romero

COUNCILORS: Marvin Martinez
Barbara Casey
Michael L. Montoya
David Ulibarri

ALSO PRESENT: Tim Montgomery, City Manager
Casandra Fresquez, City Clerk
Caleb Marquez, Sergeant at Arms

CALL TO ORDER

Mayor Romero called the meeting to order at 5:30 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey asked for a moment of silence to remember all the citizens who have passed away the month prior. Councilor Casey thanked our creator for all the

wonderful people who live in our community and all the City employees who make our community a wonderful place to live.

Mayor Romero asked for a moment of silence for a long time educator Mr. Tenorio who passed away the day before.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as presented. Councilor Martinez seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

PUBLIC INPUT

None

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Romero thanked City Manager Tim Montgomery and the City employees who helped deliver notices to businesses letting them know the water boil advisory had been lifted.

COUNCILOR'S REPORTS

Councilor Ulibarri mentioned several constituents were concerned about the gas covers around the gas meters and asked if they had sent anyone to look at them. Councilor Ulibarri also mentioned constituents were concerned about a house on South Grand Street and asked if they could knock it down. Councilor Ulibarri thanked City Manager Montgomery for all he's done for the citizens and City employees during the water crisis.

Councilor Casey thanked City Manager Montgomery for taking care of the Water Treatment Plant along with everything else that needed to be done. Councilor

Casey also thanked the citizens of Las Vegas who are resilient, and self-sufficient for being patient with the City of Las Vegas during the water crisis. Councilor Casey advised she received complaints regarding individuals cutting limbs of trees around the community who are not City employees but are working with local residents. Councilor Casey advised she would like for City employees and the community to report to Mayor and Council if they see anyone around the community cutting trees. Councilor Casey thanked Public Information Officer Amanda Salas, for sending out PSA's to the public.

Councilor Martinez thanked all those who participated in notifying the community about the water boil advisory and when it was lifted. Councilor Martinez thanked City Manager Montgomery and the Water Treatment Plant staff for doing what they could throughout the process, although there is always room for improvement. Councilor Martinez advised he understands the water boil advisory was difficult for everyone but wants to assure the community that the City is going in the right direction and the money that was allocated for the Water Treatment Plant goes towards a new one for the future. Councilor Martinez advised there is a lot of planning that needs to take place. Councilor Martinez discussed the need for other water sources, so they are not dependent on the few the City has and the need for more storage for the water as well. Councilor Martinez mentioned Mayor Romero, Councilor Casey and himself attended a Las Vegas/San Miguel Chamber meeting a month prior with the new CEO of Alta Vista Regional Hospital. Councilor Martinez advised they attended the meeting to show the Board supports them.

Councilor Montoya welcomed back those who felt like they had to leave town during the water boil advisory. Councilor Montoya gave an update on the Elks Hoop Shoot Competition for individuals from the meeting prior. Councilor Montoya advised he received phone calls from constituents in regards to the need of painting the crosswalks in town. Councilor Montoya advised he acknowledges City Manager Montgomery has been busy however, if he could make time to get it done whenever he gets the chance.

POLICE CHIEF'S REPORT

Police Chief Caleb Marquez gave a lengthy report from January 2025 and February 2025. Police Chief Marquez advised an officer who attended a domestic violence training, is now certified in-house. Police Chief Marquez gave a special thanks to the Southern Wine Company for donating a pallet of water to the Police department.

Councilor Casey thanked Police Chief Marquez and the Police department for all they do.

Councilor Montoya asked Police Chief Marquez if there was still incentive pay for new recruiters coming in.

Police Chief Marquez advised they currently have incentive pay, however it is the last year the Police department would be receiving the funding for it. Police Chief Marquez mentioned he has ideas moving into the future to continue with the incentive pay which helps recruit applicants.

Councilor Ulibarri asked Police Chief Marquez if the department was conducting traffic citations for speeding and lack of insurance around town.

Police Chief Marquez advised the Traffic Safety Bureau grants were approved at the previous meeting. Police Chief Marquez advised the grants come in the warmer months in spring, which is when they begin the "100 Days of Summer and Nights" and "Click it or Ticket." Police Chief Marquez advised they conducted a few operations since funding was granted. Police Chief Marquez advised the citations will be specific to "Click it or Ticket" and "ENDWI".

FINANCE REPORT

Finance Director Morris Madrid advised there was an error on the report, the "year-to-date" budget numbers were incorrect. Finance Director Madrid advised the General Fund had an increase in expenditures due to staffing and increased

compensation. Finance Director Madrid discussed the Enterprise fund and advised the water that was hauled in after the incident was going to be a major expense, which didn't reflect on the report because while it was delivered it had not been paid for yet but next month's finance report would reflect that major expense. Finance Director Madrid advised the Recreation department still had a deficit in actual activity because some program activities have not met expectations for the whole year, recent trends are better and income streams will pick up with the summer program and the reopening of the pool. Finance Director Madrid advised it will remain a concern until all the programs are stabilized.

Finance Director Madrid advised the department is putting together the budget for the Fiscal year 2026 and building the budget to use information related to what has been spent in previous years, and not on what was budgeted. Finance Director Madrid advised they will build from zero up and are gonna use activity instead of budget and all the department heads will make their request and there will be comparative analysis as to how far off the normal they are. Finance Director Madrid advised the comparative analysis is to see how far actual expenses are from the last few years and if they're a certain degree out of line then they'll have to have special justification. Finance Director Madrid advised they're starting a month sooner so by the end of the process, all department heads, City Manager, and Council will hopefully be familiar with the goals and objectives that are built into the budget because it will be programmed and goal oriented.

Councilor Montoya asked Finance Director Madrid if they're looking at \$4,000,000.00 for the water purchase.

Finance Director Madrid advised it's a little under \$6,000,000.00 for both water hauling and bottled water.

Councilor Montoya asked if it will be coming out of the Enterprise fund or the General fund.

Finance Director Madrid advised initially it will be charged to the Enterprise fund and if it's reimbursable then it would be transferred to the Emergency fund.

Mayor Romero advised that there was a flood event in 2022 and at that time there was talk about bringing water in and there was only one company, and they were not certified within the State. Mayor Romero advised the company Macro that hauled water to the City of Las Vegas is in no way owned, managed, or collaborated with any other contractor or vendor that is within the City of Las Vegas. Mayor Romero advised it was an emergency purchase and prices were sought out. Mayor Romero advised there was no trucking company in the State of New Mexico that could have provided the City that many trucks. Mayor Romero advised there was no collaboration between another contractor or vendor with the City and that was the best price that was obtained.

CONSENT AGENDA

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

1. Request approval of Addendum #2 to Contract #3960-23 with New Image Construction Inc. for on call commercial plumbing services.
2. Request approval of Addendum #2 to Contract #3965-23 with DUB-L-EE, Inc for Maintenance and emergency repairs to the City natural gas transmission line.
3. Request approval of Addendum #1 to Contract #4081-24 with Holiday Outdoor Decor-AKA-Temple Outdoor Decor for building, materials and related supplies.

Councilor Casey made a motion to approve the Consent Agenda (1-3). Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

David Ulibarri	Yes	Barbra Casey	Yes
Councilor Montoya	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

1. Request approval of addendum #2 to Contract #3951-23 with Souder Miller & Associates for engineering services for the water distribution system.

Councilor Martinez made a motion to approve addendum #2 to Contract #3951-23 with Souder Miller & Associates for engineering services for the water distribution system. Councilor Casey seconded the motion.

Councilor Montoya asked Water Director Travis Martinez why the company Gallatin Operational are the main operators of the contract.

Water Director Martinez advised it was a separate contract and the one being presented is strictly for Souder Miller & Associates for water distribution. Water Director Martinez advised the reasoning Gallatin Operations were on the contract was because there was a mishap on the rates that were submitted in the packet. Water Director Martinez advised the contract that Mayor and Council received was for water distribution.

Councilor Montoya asked Water Director Martinez if they've used them within the past year.

Water Director Martinez advised the City is only utilizing them for one project, the Lead and Copper Act that the City is undergoing through EPA.

Councilor Montoya asked if Water Director Martinez understood that he could utilize them more than he does.

Water Director Martinez advised yes, however he's based everything according to funding and budget.

Mayor Romero advised for clarification purposes the contract was only for the engineering of water distribution and not operations and they only have the one project pending and the contract is only for on-call and if needed.

Water Director Martinez advised yes the contract is only on call if needed and is only utilizing them for the Lead and Copper project.

Mayor Romero asked if there was a state deadline the City had to meet.

Water Director Martinez advised unfortunately he's trying to finalize it due to the amount of individuals on the water services and go through it individually.

Mayor Romero asked who the lead was from Souder Miller & Associates for the project.

Water Director Martinez advised his name is Brad, and he works for a different part for SMA and different engineers that are working on the project.

Councilor Martinez made a motion to approve addendum #2 to Contract #3951-23 with Souder Miller & Associates for engineering services for the water distribution system. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Marvin Martinez	Yes	Michael L. Montoya	Yes
Barbra Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

2. Request approval of amendment to Contract #4098-24 with the Sulzer Group by increasing the compensation from \$750,000.00 to \$2,000,000.00.

Councilor Casey made a motion to approve the amendment to Contract #4098-24 with the Sulzer Group by increasing the compensation from \$750,000.00 to \$2,000,000.00. Councilor Ulibarri seconded the motion.

Councilor Montoya asked City Manager Tim Montgomery if the Veolia System was in operation.

City Manager Montgomery advised the Veolia System was not in operation due to the diesel leak that took place. City Manager Montgomery advised before the equipment could be moved back into place, a valve needs to be replaced before the system could resume operation. City Manager Montgomery advised by that time the Veolia System will be prepared for turbidity should there be an issue like a flood.

Councilor Montoya asked if the Veolia System was the one they spent \$2.1 million for.

City Manager Montgomery advised yes.

Councilor Montoya asked when the contract was due.

City Manager Montgomery advised he did not bring forward the contract, he was focused on Contract #4098-24 with the Sulzer Group.

Mayor Romero asked to keep the questions tied to the specific item on the agenda.

Councilor Montoya advised that what they were getting billed for by the Sulzer Group was purchased through this specific contract. Councilor Montoya advised he's brought up the issue on the lack of invoices that should have been given monthly to the City at the meeting they attended at the fire station with the Sulzer Group. Councilor Montoya advised he brought it to Mayor and City Manager's attention for several months through the process of the contract. Councilor

Montoya advised his concern was having a large bill in the end, and the contract states there's a cap of \$750,000.00. Councilor Montoya advised if the City of Las Vegas was going to exceed the cap amount it should've been brought to Mayor, Council, or City Manager's attention. Councilor Montoya advised it had exceeded the amount of \$750,000.00 and was just the billing from June 2024, which didn't include January 2025 to present.

Councilor Montoya voiced his concerns regarding the contract being approved and how they could pay past invoices from January 2025. Councilor Montoya voiced his concerns regarding the City of Las Vegas already being in violation of the contract exceeding the amount and it being an audit finding. Councilor Montoya advised he was uncertain if Finance Director Morris Madrid had received the invoices. Councilor Montoya mentioned Mayor and Council had received a copy of the invoices the previous week, however they were all dated February 9, 2025. Councilor Montoya advised he predicted the issue three months into the contract after not receiving any invoices. Councilor Montoya advised he's pleased the contract doesn't hold the City liable for any lawsuits. Councilor Montoya advised he reviewed the invoices making it seem as if the Sulzer Group is waiting on FEMA to approve. Councilor Montoya advised that Finance Director Madrid and the City Attorney should review the invoices to ensure the City is being billed correctly.

City Manager Montgomery advised he contacted the Auditor and the City Attorney and came to a conclusion that it was considered a technical breach and the contract lays out the scope of work that should take place. City Manager Montgomery advised the City was not deprived of any important or essential deliveries from the Sulzer Group. City Manager Montgomery advised he spoke with the auditor and mentioned they cannot go over the \$750,000.00 that is in the contract, however if the City Attorney wrote a letter stating it was in the best interest of the City to have an amendment to the contract, the amount could be increased and that would override any audit finding. City Manager Montgomery advised it's beneficial to the City because its reimbursable money and if it exceeds the \$750,000.00 the amount would increase to the \$2,000,000.00 and the City would be reimbursed.

City Manager Montgomery advised if the City does not move forward with the contract and increase the dollar threshold, they would have to seek other services and they would lose project management. City Manager Montgomery advised if they were to use legal assistance for litigation from trying to get the monies from FEMA, it will hurt the City's timeline and relationship, which would then cause a significant loss to the City. City Manager Montgomery advised the City Attorney is willing to write the letter for the betterment of the City to proceed with the amendment. City Manager Montgomery advised they had not paid any invoices and they had not been presented to the Finance department due to the contract stating \$750,000.00 and the PO in place for \$750,000.00, so finance was not able to process payment. City Manager Montgomery advised with the amendment they could then submit the invoices for payment. City Manager Montgomery advised if an auditor were to come across the finding they would see the letter from the attorney stating it was in the best interest of the City.

Councilor Montoya asked what happened from January 2025 to present.

City Manager Montgomery advised that the invoices from January 2025 to present had not been submitted, so the submission of the invoices would arrive after the amendment was approved.

Councilor Montoya asked what happens if the contract is over and the threshold amount is met.

City Manager Montgomery advised if they choose not to go through with the amendment and they receive invoices the system would not permit payment due to the amount of \$750,000.00 being the threshold.

Councilor Montoya asked why they can't propose a new RFP with a limit and state there is to be a report given quarterly on any updates to Mayor and Council.

City Manager Montgomery advised if they move forward with an RFP it does not include a dollar amount. City Manager Montgomery advised a scope of work is put in place regarding what they're requesting to have done and having proposals come in to bring an estimate of what it would cost. City Manager Montgomery advised once proposals came in they select one based on qualifications and go into negotiation and prepare a contract. City Manager Montgomery advised if an RFP is selected the work that has been done will be lost which is a time commitment issue that has to be posted for a minimum of 21 days.

Councilor Montoya asked if it's possible to recover the money from January 2025 to present.

City Manager Montgomery advised yes by providing an amendment. City Manager Montgomery advised once the invoices are received, they will then pay the Sulzer Group and the money would be reimbursed from FEMA.

Deborah Sulzer with the Sulzer Group advised that the City's Contract is one of the main contracts they use as a reference because it's been tested, reimbursed and is FEMA compliant. Ms. Sulzer advised the "not to exceed" was put in at her request in order for the contract to be FEMA compliant and moving forward that language will be required for all contracts. Ms. Sulzer advised they try to make the scope as broad as possible so the City has a variety of options to choose from for flexibility. Ms. Sulzer advised they try to match a project that will be reimbursable by FEMA however, during the beginning of the disaster if invoices were not tagged to a project and were sent out, FEMA would not reimburse them. Ms. Sulzer advised that the Sulzer Group was financing the project and are holding the costs to try and maximize the recovery for the City.

Councilor Martinez discussed the importance for the City to get reimbursed for the recovery because they cannot stop midway through the project due to the loss of money or having to pay attorneys at a higher cost. Councilor Martinez advised a monthly report should be presented to Mayor and Council to understand and prevent further issues.

Ms. Sulzer advised most of the funds that are in the contract are from FEMA which comes out of the HPCC Claims Office.

Councilor Martinez advised the most important thing is transparency.

Councilor Casey made a motion to approve the amendment to Contract #4098-24 with the Sulzer Group by increasing the compensation from \$750,000.00 to \$2,000,000.00. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Marvin Martinez	Yes	Barbara Casey	Yes
David Ulibarri	Yes	Michael L. Montoya	No

City Clerk Fresquez advised the motion carried.

3. Conduct a Public Hearing and Adoption of Ordinance No. 25-03 Animal Services Ordinance Amending the Las Vegas Municipal Code Chapter 118 Animals Sections 118-1 through 118-53.

Councilor Casey made a motion to enter into a Public Hearing for Business Item #3. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Marvin Martinez	Yes	Michael L. Montoya	Yes
Barbra Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised motion carried.

City Clerk Fresquez swore in Police Chief Caleb Marquez.

Police Chief Caleb Marquez advised they held a community meeting along with the City Attorney present who helped put together a draft, following with approval of publication.

Councilor Martinez advised that the individuals who receive a citation should be held accountable for their actions in everything they do moving forward.

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

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbra Casey	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised motion carried.

3. Conduct a Public Hearing and Adoption of Ordinance No. 25-03 Animal Services Ordinance Amending the Las Vegas Municipal Code Chapter 118 Animals Sections 118-1 through 118-53.

Councilor Casey made a motion to approve the Adoption of Ordinance No. 25-03 Animal Services Ordinance Amending the Las Vegas Municipal Code Chapter 118 Animals Sections 118-1 through 118-53. Councilor Ulibarri seconded the motion.

Ordinance 25-03 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Michael L. Montoya	Yes	Marvin Martinez	Yes
Barbara Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised motion carried.

4. Request approval of Amendment to the Animal Care Agreement with Shelter Planners of America for per diem cost.

Councilor Casey made a motion to approve the amendment to the Animal Care Agreement with Shelter Planners of America for per diem cost. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
Marvin Martinez	Yes	Barbara Casey	Yes

City Clerk Fresquez advised motion carried.

5. Request approval of Resolution No. 25-14, a budget adjustment for the 2024-2025 Fiscal Year.

Finance Director Morris Madrid advised the budget adjustment was to accept and appropriate funding from the Department of Transportation in the amount of \$2,218,848.00 for design and construction of street improvements at El Creston Circle. Finance Director Madrid advised the second adjustment was for the carryover of Fiscal year 2023 CDBG money in the amount of \$79,818.00. Finance Director Madrid advised the third adjustment was for a grant from NMDOT Municipal Arterial Program for \$358,317.00 including a match waiver of \$89,579.00. Finance Director Madrid advised there was no cost or fiscal impact to the City with the above adjustments.

Councilor Casey Made a motion to approve Resolution No. 25-14, a budget adjustment for the 2024-2025 Fiscal Year. Councilor Martinez seconded the motion.

Resolution 25-14 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Michael L. Montoya	Yes	Marvin Martinez	Yes
Barbara Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised motion carried.

6. Discussion/Direction and Possible Action regarding use of Cannabis and Opioid Funds.

Finance Director Morris Madrid advised he reached out to community organizations in regards to drug rehabilitation and detoxification. Finance Director Madrid advised he felt the organizations were necessary for the City of Las Vegas, however it became a complicated process the further it was explored. Finance Director Madrid advised it was a long-term and a non-tangible issue that will continue to be explored. Finance Director Madrid advised several departments had their needs addressed by the mid-year budget review. Finance Director Madrid advised they did not stick to the dollar amount available because it would've meant deciding what was available in the form of initiatives. Finance Director Madrid advised he left the decision for Mayor and Council regarding which projects were a necessity. Finance Director Madrid advised the only invoices present were for the Parks Department.

Mayor Romero read the following bill that was passed for the Opioid fund into the record as follows;

"Funds from the Opioid settlement must be used for opioid remediation purposes, each settlement has its own allocation. Most settlements provide that they list opioid remediation consisting of but is not limited to expanding training for opioid

overdoses, increasing medical assisted treatment, expanding Recovery Services and programs. All plaintiffs including local governments are subject to audits under the State Audit Act and some of the national settlement plaintiffs must disclose any amount used for non-remediation purposes. If funds are used for non-remediation payments may be suspended until the amounts are directed to opioid remediation”.

Finance Director Madrid advised they have an email from DFA interpreting the terms of the City’s particular settlement and the intent of the settlement and intent of the Cannabis legislation is to address those issues leaving it up to the local Governing Body to determine the use of the funds. Finance Director Madrid advised that the legislature did not place any restrictions on either one.

Mayor Romero advised that the law stated, “priority shall be given to appropriations that support evidence based Statewide and Regional programs that seek to abate opioid use disorders, concurring substance use disorders or mental health conditions”.

Discussion took place regarding there being a conflict between DFA and the Attorney General’s Office regarding interpretations pertaining to the use of opioid funds.

Councilor Casey advised if it’s a State Law the City of Las Vegas and the Governing Body should obey the Law.

Finance Director Madrid advised the Cannabis fund was recurring and the Opioid fund was not.

Councilor Martinez asked Finance Director Madrid to give further explanation on how the money could be spent.

Fire Chief Stephan Spann advised the Fire Department was operating a 2006 and 2008 ambulance that was bought used and they are now having issues with it. Fire

Chief Spann advised that the Fire department and AMR should be the first point of contact to arrive at every opioid overdose within City limits because they are the only ones with field treatment which is Naloxone. Fire Chief Spann advised he would like to get a new ambulance for his staff so they could respond properly and solve the issues they've been enduring with their current contractor to protect the citizens from the threat.

Councilor Casey advised the list of items that Fire Chief Spann provided was all following the law and pertained to Opioids and agreed that the Fire department was in dire need of a new ambulance.

Councilor Montoya advised that Mayor and Council had asked City Manager Montgomery to make a list of items that the money could be spent on. Councilor Montoya advised if the money was not used by June 2025, it gets returned, however it helps the Police and Fire departments with recruits. Councilor Montoya advised the ambulances had been around since 2004 and the Fire department was in dire need of a new one that is properly equipped along with certified employees. Councilor Montoya advised the list of items the money will be spent on is the list that will help the community move forward in every aspect.

Councilor Montoya made a motion to approve the use of Cannabis and Opioid Funds.

Finance Director Madrid advised there was an error on an item that should've been added regarding the K-9 dogs.

Police Chief Caleb Marquez advised he would like a drug protection dog to utilize within the Correctional Facilities, schools, open air searches, and search warrants. Police Chief Marquez advised the K-9 would not be used as an apprehension dog, just strictly detection to reach areas officers can't, smell the things officers can't and to attend community events and operations.

Councilor Casey asked Police Chief Marquez if the K-9 would belong to the Police department or if he would hire K-9 dogs from an entity.

Police Chief Marquez advised it would belong to the Police department and part of the funding he requested was for the purchase of the K-9, along with sending an officer to training. Police Chief Marquez advised they would select an animal at 6 weeks old, an officer would meet them at 8 weeks old and conduct a month long training with the handler and the dog. Police Chief Marquez advised more training would be conducted when they arrived back in the City. Police Chief Marquez advised the dog would belong to the Police department and there would be a handler present who is within the department.

Councilor Casey asked Police Chief Marquez if the dog would be considered equipment for drug interdiction.

Police Chief Marquez advised yes, the dog would go under a fixed asset as a drug interdiction side of equipment.

Mayor Romero advised there was a motion by Councilor Montoya and asked if there was a second.

Councilor Casey seconded the motion.

City Manager Montgomery advised under the Opioid list there were several options listed and if it were to get approved it would leave the Opioid fund in a deficit of \$304,000.00 therefore an item needs to be removed so the balance remains zero.

Finance Director Madrid recommended the motion be amended to include the K-9 and authorizing the City Manager to make the priorities, since Mayor and Council agreed they were all valuable.

Councilor Montoya amended his motion to approve the use of Cannabis and Opioid Funds and to include the recommendation made by Finance Director Madrid. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised motion carried.

7. Request approval to allocate \$15,000.00 from the Opioid fund for Police Department-Confidential Informant fund.

Councilor Montoya advised the money would be used for the Police department to purchase tools to do their job.

Police Chief Caleb Marquez advised the money would be utilized heavily for undercover operations. Police Chief Marquez advised he spoke with Finance Director Madrid to put the Confidential Informant fund on the budget at the mid-year review.

Councilor Montoya advised the \$15,000.00 would allocate the funding for the next item on the agenda.

8. Request approval to allocate \$1,000,000.00 for street, road and sidewalk improvements from the Opioid fund to the Street Project fund, dedicating \$250,000 to each Ward.

Councilor Montoya advised the money had not been utilized for some time and if not utilized by June 2025 it will be diverted back. Councilor Montoya advised all projects that have been approved by Mayor and Council have been coming out short, however this allows the Council to donate an amount to complete the projects in their Ward.

Mayor Romero asked Finance Director Madrid if there was enough money in the Opioid fund.

Finance Director Madrid advised the funds for Business item #8 would be considered unavailable and was acted on with Business Item #6. Finance Director Madrid advised \$1.3 million was approved.

City Manager Tim Montgomery advised he would have to work with the timing of when the City will be receiving additional Cannabis money over time. City Manager Montgomery advised both items are valuable and should be utilized through the Opioid and Cannabis fund. City Manager Montgomery advised he will have to work on how to use the money based on when additional Cannabis money comes through to get both those items procured. City Manager Montgomery advised for the Cannabis funds there was a balance of \$400,000.00 and four items were recommended for purchase which leaves a balance of \$14,861.00. City Manager Montgomery advised for the Opioid fund there was a balance of \$1,280,606.00 and eight items recommended for purchase. City Manager Montgomery advised if they were to procure all eight items it would put the Opioid fund into a deficit of \$304,394.00 therefore, he would need to position the timing of the eight items to when the additional Cannabis funds would come in.

Councilor Montoya advised the Cannabis fund revenues accrue \$100,000.00 a month.

City Manager Montgomery advised that's why it would take additional time to purchase each item while exhausting the Opioid funds. City Manager Montgomery advised the Opioid fund could not be used towards roads due to it not pertaining to the prevention assistance for Opioid use.

Councilor Montoya asked Finance Director Madrid if the Governing Body could find the funding, could they use the interest they have earned from the \$98 million.

Finance Director Madrid advised there's no restrictions on using the interest earned from the \$98 million.

City Manager Montgomery advised he would like finance to do a report on reconciliation of what was committed previously out of the interest money to see where they currently are. City Manager Montgomery advised \$430,000.00 has been used from the interest for the thickening of asphalt for the Legion Drive project. City Manager Montgomery advised that a reconciliation would show how much money is remaining.

9. Request approval of City of Las Vegas Lodger's Tax funding for Webe Racing in the amount of \$5,600.00.

Councilor Montoya made a motion to approve the City of Las Vegas Lodger's Tax funding for Webe Racing in the amount of \$5,600.00. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Marvin Martinez	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised motion carried.

10. Request approval of City of Las Vegas Lodger's Tax funding for San Miguel Mora County Fair in the amount of \$20,765.00.

Councilor Casey made a motion to approve the City of Las Vegas Lodger's Tax funding for San Miguel Mora County Fair in the amount of \$20,765.00. Councilor

Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Michael L. Montoya	Yes	David Ulibarri	Yes
Marvin Martinez	Abstained	Barbara Casey	Yes

City Clerk Fresquez advised motion carried.

11. Request approval of City of Las Vegas Lodger's Tax funding for NMHU Foundation (Science & Engineering Fair) in the amount of \$9,585.00.

Councilor Martinez made a motion to approve the City of Las Vegas Lodger's Tax funding for NMHU Foundation (Science & Engineering Fair) in the amount of \$9,585.00. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Michael L. Montoya	Yes	Marvin Martinez	Abstained
Barbara Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised motion carried.

12. Request approval of City of Las Vegas Lodger's Tax funding for Friday Al Fresco in the amount of \$36,073.80.

Councilor Casey made a motion to approve the City of Las Vegas Lodger's Tax funding for Friday Al Fresco in the amount of \$36,073.80. Councilor Montoya seconded the motion.

Councilor Montoya advised he would like for staff to encourage businesses to stay open during Friday Al Fresco and would like to add activities for the youth and not exclude them. Councilor Montoya thanked the businesses who donated to Friday Al Fresco and advised that they should honor the founder Mr. Steve Leger, and Yvette Arellanes who helped him in the process.

Chairman Elmer Martinez of Lodger's Tax Board advised there was an application during the last meeting that would have promoted businesses to stay open on Friday evenings but it was tabled, however it is being presented at the April 8, 2025 meeting.

Councilor Casey made a motion to approve the City of Las Vegas Lodger's Tax funding for Friday Al Fresco in the amount of \$36,073.80. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes	Marvin Martinez	Abstained

City Clerk Fresquez advised motion carried.

13. Request approval of City of Las Vegas Lodger's Tax funding for Final Al Fresco in the amount of \$21,372.39.

Community Development Director Lucas Marquez advised it would be the last concert and they would be honoring founder Steve Leger and Yvette Arellanes with a two day event.

Councilor Casey made a motion to approve the City of Las Vegas Lodger's Tax funding for Final Al Fresco in the amount of \$21,372.39. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Michael L. Montoya	Yes	David Ulibarri	Yes
Barbara Casey	Yes	Marvin Martinez	Abstained

City Clerk Fresquez advised motion carried.

14. Request approval of City of Las Vegas Lodger's Tax funding for Mother's Day in the amount of \$25,537.96.

Councilor Casey made a motion to approve the City of Las Vegas Lodger's Tax funding for Mother's Day in the amount of \$25,537.96. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
Marvin Martinez	Abstained	David Ulibarri	Yes

City Clerk Fresquez advised motion carried.

15. Request approval of City of Las Vegas Lodger's Tax funding for Father's Day in the amount of \$22,914.06.

Councilor Casey made a motion to approve the City of Las Vegas Lodger's Tax funding for Father's Day in the amount of \$22,914.06. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

David Ulibarri	Yes	Marvin Martinez	Abstained
Barbara Casey	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised motion carried.

16. Request approval of City of Las Vegas Lodger's Tax funding for Salute to Troops in the amount of \$22,372.39.

Councilor Casey made a motion to approve the City of Las Vegas Lodger's Tax funding for Salute to Troops in the amount of \$22,372.39. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

Marvin Martinez	Abstained	Barbara Casey	Yes
Michael L. Montoya	Yes	David Ulibari	Yes

City Clerk Fresquez advised motion carried.

17. Request approval of City of Las Vegas Lodger's Tax funding for 4th of July Fiestas in the amount of \$132,284.80.

Councilor Casey made a motion to approve the City of Las Vegas Lodger's Tax funding for 4th of July Fiestas in the amount of \$132,284.80. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll call vote was taken and reflected the following:

David Ulibarri	Yes	Barbara Casey	Yes
Marvin Martinez	Abstained	Michael L. Montoya	Yes

City Clerk Fresquez advised motion carried.

ADJOURN

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

City Clerk Fresquez advised motion carried.

Meeting adjourned at 7:35 p.m

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk



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

Meeting Date: April 9, 2025

Date Submitted: 03/28/25

Department: Utilities

Item/Topic: Addendum #1 to Contract #4083-24 Curb Services Company for on call pressure reducing valve & altitude control valve maintenance. RFP #2024-14 was awarded on 05/11/24 and agreement #4083-24 was signed on 05/11/24. The extended term of this agreement will be for 1 year.


Fiscal Impact: Costs budgeted out of the department line item number as needed.

Attachments: Addendum #1, Contract 4083-24.

Committee Recommendation: This item will be discussed at the April 3, 2025 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

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

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

ADDENDUM #1
AGREEMENT/CONTRACT #4083-24
RFP# 2024-14
AWARDED ON 5/11/24
CURB SERVICES COMPANY

This Addendum entered into this _____ Day of _____, 2025 by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **CURB SERVICES COMPANY**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 5/11/2024 the City and CURB SERVICES COMPANY entered into an Agreement/Contract pursuant to a call for RFP in which CURB SERVICES COMPANY agreed to provide:

ON CALL PRESSURE REDUCING VALVE (PRV) & ALTITUDE CONTROL VALVE MAINTENANCE

WHEREAS, the City and CURB SERVICES COMPANY now desire to extend the original Agreement/Contract for an additional year from **5/11/25 thru: 5/10/2026**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #4083-24.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **ON CALL PRESSURE REDUCING VALVE (PRV) & ALTITUDE CONTROL VALVE MAINTENANCE**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 05/11/2024 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 05/11/2024 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

CURB SERVICES COMPANY

REVIEWED AND APPROVED:

Tim Montgomery Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND CURB SERVICES COMPANY**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Curb Services Company ("Contractor"), of 4101 Corrales Road, Unit #175 Corrales, NM 87048, on this 18 day of May, 2024 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

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

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

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

1. SCOPE OF SERVICES:

The Offeror shall perform On-Call Pressure Reducing Valve (PRV) & Altitude Control Valve Maintenance on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The Duties of the offeror shall include, but not be limited to the following services and requirements;

- a. Repair and or replace all pressure reducing valve and altitude control valve components to ensure all equipment is working properly.
- b. Contractor must obtain all necessary materials and equipment to ensure pressure reducing valves and altitude control valves are operational.
- c. Contractor must perform all maintenance as needed.
- d. All materials must be Stainless Steel.
- e. The contractor will do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all civic, municipal and federal laws and codes pertaining to the satisfaction of Owner.
- f. Contractor shall provide on-site supervision at all times for all of their work to be performed.

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

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

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

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

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

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

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

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

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

7. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

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

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

11. WORKING FACILITIES: The Contractor may use City offices upon prior written consent of the City.

12. NO AUTHORITY TO BIND CITY: The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

13. WAIVER OF BREACH: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

14. NOTICE: Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.

15. SUBJECT TO OTHER DOCUMENTS: This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

16. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

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

insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19. INDEMNIFICATION: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

Curb Services Company agrees to indemnify only the City of Las Vegas, and no other parties. Additionally, the indemnification must be limited to negligent acts, mutual, and provide for joint negligence of the City of Las Vegas and the Contractor (Curb Services Co). Customer covenants and agrees to defend, indemnify and hold Curb Services Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Curb Services Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

Curb Service Company's total liability will not exceed the value of the contract to Curb Services Company.

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

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

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

23. WORKERS COMPENSATION INSURANCE: Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will require the subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. The Contractor


covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor's failure to comply with the provisions of this Paragraph and that the indemnification provision of this contract will apply to this Paragraph.

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

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

CITY OF LAS VEGAS

Approved By:



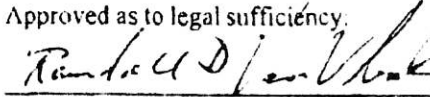
Tim Montgomery, City Manager

Attest:



Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:



City Attorney

CONTRACTOR

Curb Services Company



Signature

Printed Name:

William Curb

Position:

President

"ATTACHMENT "A"
Curb Services Company Rate
Schedule

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2024-14

ON-CALL PRESSURE REDUCING VALVE (PRV) & ALTITUDE CONTROL VALVE
MAINTENANCE

Curb Services Company

4101 Corrales Road, Unit #178
Corrales, NM 87048

To: Adrian Aleman
Las Vegas

From: Bill Curb
Curb Services Company
505.977.6455

Re: Curb Services Rate Information Rev 1

Date: March 25, 2024

Adrian,

Field Service, Repair, and Start-up:

- Travel charges are billed portal to portal.
- Small truck (3500) travel rate to/ from site is \$125 per hour.
- Large truck (5500) travel rate to/ from site is \$145 per hour.
- Service/ Repair/ Training rate at site is \$165 per hour.
- Helper rate at site is \$125 per hour.
- Hotel, per diem, etc. not included and will be added at actual costs.
- This quote does not include flagman, traffic control, signs, barriers, etc. as required if valve vault is located in traffic area.
- This quote does not include personnel and equipment to comply with permitted confined space entry requirements:

Commercial/ Shipping:

- Taxes, if applicable, will be added to the invoice.
- Unloading, storage, etc. are not included in our scope of supply.
- If expedited shipping is required, additional charges will apply.

Please call with any questions. Thank
you,
Bill Curb
Curb Services Company

STANDARD TERMS AND CONDITIONS

Unless otherwise stated:

~~Price is FOB factory. Unless otherwise stated, price does not include any applicable duties or sales tax, use tax, excise tax, value-added, or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup, or testing.~~

~~If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.~~

~~Payment terms are net 30 days with approved credit. An interest charge of 1.5% per month will be added to balances over 30 days. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.~~

~~Payment of "commercial transaction" invoices by credit card will be charged a fee based upon the average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 3.55%.~~

~~In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service, or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill, nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer releases, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.~~

~~Curb Services Company will not be liable for loss, cost, or expense caused by, resulting from, or relating to any pollutant, virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress. Adequate and compliant water distribution system disinfection before and/ or after equipment repair or services are performed is the sole responsibility of Customer.~~

~~Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Curb Services Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Curb Services Company.~~

~~Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.~~

~~In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Curb Services Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.~~

~~This agreement shall be governed by the laws of the Bernalillo County, New Mexico. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.~~



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

***Reviewed:**

Tim Montgomery, City Manager

04/24/2024
Date

**This form signed by City Manager - this document will not be forwarded to the Attorney for review and approval.*

Date Submitted: April 22, 2024

Department Submitting: Utilities Project Management

Submitter: Travis Martinez

Documents to be reviewed: On-Call Pressure Reducing Valve (PRV) & Altitude Control Valve Maintenance Contract

Deadline: as soon as possible

Submitter Comments: Contractor has comments on page 4 section 19 and also wants to include more information at the end of the contract.

☐ Received by CM - Office Mgr/HR: _____ Date: _____

City Manager / HR Comments: _____

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

Approved / Disapproved: (Reason for Disapproval): _____

Changes:
☒ Randy D Van Vleet Date: 04.25.2024
Attorney Review Date

Approved / Disapproved: (Reason for Disapproval): _____
☒ For M. Malik Date: 5/7/24
Finance Director Date

Approved / Disapproved: (Reason for Disapproval): _____
☒ Tim Montgomery, City Manager Date: 05/08/2024
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
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: April 9, 2025

Date Submitted: 03/28/25

Department: Utilities

Item/Topic: Addendum #2 to Contract #3967-23 with Hay's Plumbing & Heating for on call commercial plumbing services. RFP #2023-10 was awarded on 05/05/23 and agreement #3967-23 was signed on 05/05/23. The extended term of this agreement will be for 1 year.

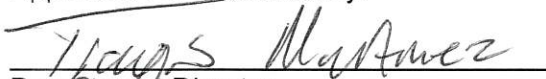
Fiscal Impact: Costs budgeted out of the department line item number as needed.

Attachments: Addendum #2, Addendum #1, Contract 3967-23.


Committee Recommendation: This item will be discussed at the April 3, 2025 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

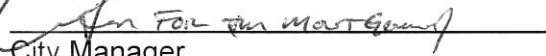
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:


Department Director

Reviewed By:


Finance Director


City Manager

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

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

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

ADDENDUM #2
AGREEMENT/CONTRACT #3967-23
RFP# 2023-10
AWARDED ON: 5/5/2023
HAY'S PLUMBING & HEATING, INC

This Addendum entered into this _____ Day of _____, 2025 by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" and **HAY'S PLUMBING & HEATING, INC**, and hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 5/5/2023 the City and HAY'S PLUMBING & HEATING, INC entered into an Agreement/Contract pursuant to a call for RFP in which HAY'S PLUMBING & HEATING, INC agreed to provide:

ON CALL COMMERCIAL PLUMBING SERVICES

WHEREAS, the City and HAY'S PLUMBING & HEATING, INC now desire to extend the original Agreement/Contract for an additional year from **5/5/2025 thru: 5/4/2026**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3967-23.

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

NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 5/5/2023 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 5/5/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

**HAY'S PLUMBING & HEATING,
INC**

REVIEWED AND APPROVED:

Tim Montgomery Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

ADDENDUM #1

AGREEMENT/CONTRACT #3967-23

RFP# 2023-10

AWARDED ON: 4/24/2023

HAY'S PLUMBING & HEATING, INC

This Addendum entered into this **5TH Day of May, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **HAY'S PLUMBING & HEATING, INC**, and hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 5/5/2023 the City and HAY'S PLUMBING & HEATING, INC entered into an Agreement/Contract pursuant to a call for RFP in which HAY'S PLUMBING & HEATING, INC agreed to provide:

ON CALL COMMERCIAL PLUMBING SERVICES

WHEREAS, the City and HAY'S PLUMBING & HEATING, INC now desire to extend the original Agreement/Contract for an additional year from **5/5/2024 thru: 5/4/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3967-23.

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

NOW THEREFORE, the parties agree as follows:


1. This Agreement and the prior agreement dated 5/5/2023 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 5/5/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS


**HAY'S PLUMBING & HEATING,
INC**

REVIEWED AND APPROVED:

 02/15/2024
Tim Montgomery Date
Interim City Manager


PM 2-22-24
Title Date

ATTEST:

 2/15/24
Casandra Fresquez Date
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND HAYS PLUMBING & HEATING, INC.**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Hays Plumbing & Heating INC. ("Contractor"), of 600 Railroad Avenue, Las Vegas, New Mexico, 87701, on this 5th day of May, 2023 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

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

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

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

1. SCOPE OF SERVICES:

The Offeror shall perform On-Call Commercial Plumbing Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following:

1. Repair, replacement, modification and new installation of sanitary sewer, domestic water, water and waste water production systems, wastewater & water transmission, and open channel transmission.
2. Tasks include maintenance to upgrade work such as: replace water piping, change water pumps, upgrade of fixtures, certification of backflow prevention devices and plumbing fixture replacement.
3. Provide trenching and backfilling work, including necessary clearing, grubbing and preparation of the site: removal and disposal of all debris; excavation and trenching as required; the handling, storage, transportation and disposal of all excavated material.
4. The contractor will do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all

civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner.

5. Contractor shall provide on-site supervision at all times for all of their work to be performed.

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

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

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

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

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

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

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

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

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

7. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

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

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

11. WORKING FACILITIES: The Contractor may use City offices upon prior written consent of the City.

12. NO AUTHORITY TO BIND CITY: The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

13. WAIVER OF BREACH: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

14. NOTICE: Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.

15. SUBJECT TO OTHER DOCUMENTS: This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

16. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to

the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701. If Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19. INDEMNIFICATION: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action to the proportionate extent such claims, suits, and causes of action are due to his performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

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

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

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

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

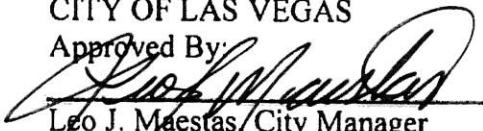
comply with the provisions of this Paragraph and that the indemnification provision of this contract will apply to this Paragraph.

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

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

CITY OF LAS VEGAS

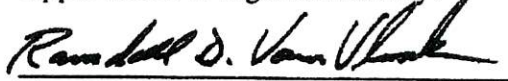
Approved By:


Leo J. Maestas, City Manager

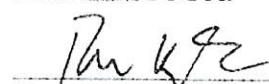
Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:


New Mexico Local Government Law

CONTRACTOR:


Signature

Printed Name: Randy Hays

Position: PM

"ATTACHMENT "A"

HAYS PLUMBING & HEATING, INC. Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2023-10

ON CALL COMMERCIAL PLUMBING SERVICES

RATES FOR SERVICE

2023

Labor Rates	Per Hour
Plumber	\$ 96.77
Apprentice 80%	\$ 82.94
Laborer	\$ 56.71
Operators	\$ 75.27
Foreman	\$ 136.81

These prices below include: mark up, over head, fuel, and operator

Equipment	Hourly Price
Linkbelt 330 Excavator	\$ 289.98
Komatsu Loader 5 yds	\$ 272.67
Komatsu 228 US	\$ 220.26
Linkbelt 210 Excavator	\$ 220.26
Mini Excavator	\$ 148.41
Roller-- 2 Remotes	\$ 128.79
Backhoe-3	\$ 152.75
Dump Truck with Driver	\$ 97.75
Excavator with Hammer	\$ 389.17
Cat 3 yard Loader	\$ 190.73
Ingersol Roller	\$ 165.81
Case Blade	\$ 244.08
Case Dozer 850	\$ 162.75
Case Dozer 1650	\$ 241.64
Truck & Belly Dump with Driver	\$ 109.25
Skid Steer	\$ 149.99

Mobilization & Motel	No Charge
---------------------------------	------------------



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

Meeting Date: April 9, 2025

Date Submitted: 03/28/25

Department: Utilities

Item/Topic: Addendum #3 to Contract #3875-22 with The Master's Touch LLC for monthly mailings and postage for the City of Las Vegas. RFP #2022-23 was awarded on 05/09/2022 and agreement #3875-22 was signed on 05/09/23. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of the department line item number as needed.

Attachments: Addendum #3, Addendum #2, Addendum #1, Contract 3875-22.


Committee Recommendation: This item will be discussed at the April 3, 2025 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

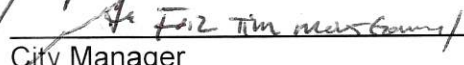
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

Reviewed By:


Department Director


Finance Director


City Manager

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

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

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

ADDENDUM #3

AGREEMENT/CONTRACT #3875-22

RFP# 2022-23

AWARDED ON: 5/9/2022

THE MASTER'S TOUCH LLC

This Addendum entered into this _____ Day of _____, 2025 by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **THE MASTER'S TOUCH LLC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 5/9/2022 the City and **THE MASTER'S TOUCH LLC** entered into an Agreement/Contract pursuant to a call for RFP in which **THE MASTER'S TOUCH LLC** agreed to provide:

MONTHLY MAILING & POSTAGE FOR UTILITIES

WHEREAS, the City and **THE MASTER'S TOUCH LLC** now desire to extend the original Agreement/Contract for an additional year from **05/8/2025 thru: 05/7/2026**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3875-22.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **MONTHLY MAILING & POSTAGE FOR UTILITIES**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 5/9/2022 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 5/9/2022 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

THE MASTER'S TOUCH LLC

REVIEWED AND APPROVED:

Tim Montgomery Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

Agreement / Contract
No. 3875-22
City of Las Vegas
Date

ADDENDUM #2

AGREEMENT/CONTRACT #3875-22

RFP# 2022-23

AWARDED ON: 5/9/2022

THE MASTER'S TOUCH LLC

This Addendum entered into this **9th Day of May, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **THE MASTER'S TOUCH LLC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 5/9/2022 the City and **THE MASTER'S TOUCH LLC** entered into an Agreement/Contract pursuant to a call for RFP in which **THE MASTER'S TOUCH LLC** agreed to provide:

MONTHLY MAILING & POSTAGE FOR UTILITIES

WHEREAS, the City and **THE MASTER'S TOUCH LLC** now desire to extend the original Agreement/Contract for an additional year from **05/8/2024 thru: 05/7/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3875-22.


WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **MONTHLY MAILING & POSTAGE FOR UTILITIES**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:


1. This Agreement and the prior agreement dated 5/9/2022 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 5/9/2022 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

REVIEWED AND APPROVED:

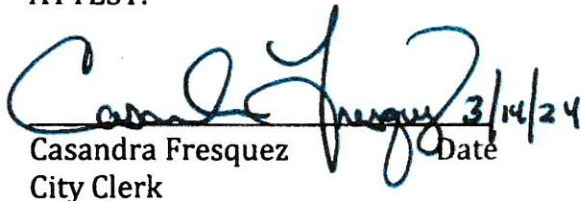
 03/14/2024
Tim Montgomery Date
City Manager

THE MASTER'S TOUCH LLC

DocuSigned by:

01B5B4M5AEAB3A1

President March 27, 2024 | 7:14 AM
Title Date

ATTEST:

 3/14/24
Casandra Fresquez Date
City Clerk

Agreement / Contract
No. 3875-22
City of Las Vegas
Date

ADDENDUM #1

AGREEMENT/CONTRACT #3875-22

RFP# 2022-23

AWARDED ON: 5/9/2022

THE MASTER'S TOUCH LLC

This Addendum entered into this **8th Day of May, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **THE MASTER'S TOUCH LLC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 5/9/2022 the City and **THE MASTER'S TOUCH LLC** entered into an Agreement/Contract pursuant to a call for RFP in which **THE MASTER'S TOUCH LLC** agreed to provide:

MONTHLY MAILING & POSTAGE FOR UTILITIES

WHEREAS, the City and **THE MASTER'S TOUCH LLC** now desire to extend the original Agreement/Contract for an additional year from **05/9/2023 thru: 05/8/2024**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3875-22.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **MONTHLY MAILING & POSTAGE FOR UTILITIES**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 5/9/2022 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 5/9/2022 Agreement not inconsistent herewith remain in full force and effect.

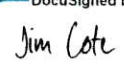
CITY OF LAS VEGAS

REVIEWED AND APPROVED:



Leo Maestas By  Date
City Manager

THE MASTER'S TOUCH LLC

DocuSigned by:


01D5BA45AE34A1

President March 23, 2023 | 10:4

Title Date

ATTEST:



Casandra Fresquez Date
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND THE MASTER'S TOUCH, LLC**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and The Master's Touch, LLC ("Contractor"), a Spokane corporation, of 1405 N. Ash Street, Spokane, Washington 99201, on this 9th day of May, 2022 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

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

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

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

1. SCOPE OF WORK

The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

It is expected that the vendor will satisfy the following requirements:

- 1) Assist the City with statement design, layout and programming changes to allow for modifications as industry and programs requirement changes.
- 2) Obtain the best price available on white perforated paper, custom printed #10 white window, carrier envelopes, and custom printed #9 white-remittance envelopes. The City reserves the right to change color size, etc.;
- 3) Offeror shall provide messaging capabilities on statements based on certain criteria, i.e. final bill, new customer, bank draft, delinquent messages, etc. Offeror shall provide detailed rate descriptions from detail types and class codes provided in the City's file layout.

- 4) Data is to be received by the Offeror via FTP (File Transfer Protocol) site.
- 5) The data file shall conform to the City's data record format layout. It will be a fixed record length Incode Tyler format. Offeror shall be required to have FTP site. Proposals shall include additional information for data requirements.
- 6) Provide assistance (size, weight requirements, and other factors) when inserts are to be placed in the utility statements. Inserts may be prepared by Offeror, or provided by the City;
- 7) Bar coding for postal mailing and payment stub process to optimize efficiency and postal cost reductions. The City requires the following bar coding requirements.
 - a) U.S. Postal Service standards bar coding (please reference the type of scanning suggested as required by the U.S. Postal Service, i.e. window envelope scanning or printed on envelop scanning).
- 8) Ensure that utility bills will be delivered to the U.S. Post office for distribution within 24 hours after receipt of data. The Offeror shall outline their best and worst case turnaround time scenario.
- 9) Provide automatic confirmation to the City upon delivery of bills to the U.S. Postal Service. Vendor must maintain CASS certification and address correction/forwarding on behalf of the City.
- 10) All work shall be done at a location that provides security and supervision from start to finish including a well-defined quality control assurance program.
- 11) Provide telephone support to the City of Las Vegas for problem resolution.
- 12) The City has attached a sample single-page billing statement (Exhibit A) also attached (Exhibit B). Note: Exhibit B may change month to month (public announcement). The forms will be 8-1/2 x 11, with two color and graphic capabilities (Refer To RFP for Exhibit A and B).
- 13) The offeror shall have a disaster recovery program (hardware and software) available to insure all statements are printed and mailed. The Offeror shall address in their proposal their disaster plan procedures, printing and mailing of data.
- 14) When requested by City, Offeror shall print a monthly Mail Master List and shall mail list to the City. Offeror shall submit a USPS Form 3600-PC and/or 3605-PC, as applicable, which verifies the number of City statements mailed daily for cross-checking and problem solving resolution, when requested by City.
- 15) All of the reports in this section shall be packaged and mailed same business day by the Offeror, to the City of Las Vegas, Attn: Customer Service Billing Department, 905 12th St. Las Vegas, NM 87701 via express mail, or best way, arrangements to be negotiated. Offeror shall bill the City at their Cost for the express mailing.
- 16) Offeror shall send monthly billing for the automated statement process contracted service to the City of Las Vegas, Attn: Accounts, 905 12th St. Las Vegas, NM 87701. The statement shall provide complete reporting to verify the number of statements sent with/without remittance envelopes, the number of page-two statements, the number of pre-sorted pieces, and number of first class pieces,

the number of overweight pieces, the number of inserts(if applicable) and other accounting information.

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

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

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

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

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

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

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

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

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

7. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

- 8. STATUS OF CONTRACTOR:** The Contractor is an independent contractor.
- 9. CONFLICT OF INTEREST:** The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.
- 10. OATH OF CONFIDENTIALITY:** The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.
- 11. WORKING FACILITIES:** The Contractor may use City offices upon prior written consent of the City.
- 12. NO AUTHORITY TO BIND CITY:** The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.
- 13. WAIVER OF BREACH:** The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.
- 14. NOTICE:** Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.
- 15. SUBJECT TO OTHER DOCUMENTS:** This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.
- 16. SUBCONTRACTING AND ASSIGNMENT:** The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.
- 17. PROFESSIONAL LIABILITY INSURANCE:** The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701. If Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. Neither approval nor failure by the City to disapprove

insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19. INDEMNIFICATION: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

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

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

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

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

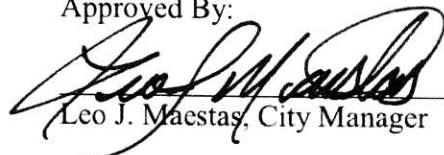
24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement

shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

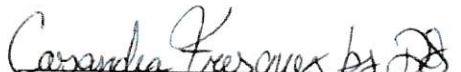
In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS

Approved By:


Leo J. Maestas, City Manager

Attest:



Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:


Scott Aaron, City Attorney

CONTRACTOR:

The Masters Touch, LLC


Signature

Printed Name: Jim Cote'

Position: President May 5, 2022

**"ATTACHMENT "A"
THE MASTER'S TOUCH LLC
Rate Schedule**

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2022-23

PRINTING & MAILING SERVICES

Pricing for
City of Las Vegas, NM

Printing and Mailing of Monthly Utility bills for approximate 7,200:

	<u>Unit Price</u>
1. CASS and NCOA client name and address files. Provide updated/corrected records to client after mailing	Included
2. Image statement information to face and back of 8 1/2 x 11 In 2 colors. Include one horizontal perf, fold and insert.	\$.19 each
3. #10 outgoing envelope – universal window	\$.035 each
4. #9 reply envelope – universal window	\$.032 each
5. Programming already completed – changes, if any	\$110.00/Hr.
6. Additional Optional inserts and mailing	
a. 3.5 x 8.5 insert prints black one or two sides	\$.018 each
b. 8.5 x 11 insert prints black one or two sides	\$.035 each
7. Postal delivery to USPS Sectional Center	\$.02 each
8. Billing statement – page 2	\$.065 each

Notes:

Postage is additional and charged at current USPS automation discounted rates.
PDF images of each statement provided post mailing at no charge

Option: IMb Trace - track mail to clients mail box, monthly report \$.005 each

Pricing to remain firm for at least 60 days. Any adjustments requested due to raw material cost increases will be documented for client approval.

Prices also subject to change if variance in quantity of more than 10%.

Thank you,



Jim Cote

President

May 3, 2022

Accepted _____

Title _____

Date _____



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

Meeting Date: April 9, 2025

Date Submitted: 3/19/25

Department: Public Works

Item/Topic: Request approval of Resolution No. 25-15 to apply for and assuring of matching funds for the Transportation Project Fund (TPF) grant for a total project amount of \$2,182,652.61, including New Mexico Gross Receipt Tax. The City of Las Vegas will be contributing their share of 5% (\$109,132.63), New Mexico Department of Transportation's share being 95% (\$2,073,519.98) for the plan, design, construction, reconstruction, drainage improvements, pavement rehabilitation, ADA compliant curb & ramps, miscellaneous construction and construction management of Commerce Street from East National Avenue to East Baca Street.

Fiscal Impact: Assuring availability of matching funds in the amount of \$109,132.63.

Attachments: Resolution No. 25-15, cost estimate, location map.


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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

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

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

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 25-15

**A RESOLUTION TO APPLY FOR AND ASSURE THE AVAILABILITY OF
MATCHING FUNDS FOR THE NEW MEXICO DEPARTMENT OF
TRANSPORTATION (NMDOT) TRANSPORTION PROJECT FUND (TPF)
AND TO APPLY FOR A MATCH WAIVER.**

WHEREAS, the City of Las Vegas ("City") will be applying to the New Mexico Department of Transportation ("NMDOT") for a Transportation Project Fund Grant (the "Grant") for plan, design, construction, reconstruction, pavement rehabilitation, ADA compliant curb & ramps, drainage improvements, construction management, and miscellaneous construction to Commerce Street; and

WHEREAS, the City expects the amount of the projects to be a total of \$2,182,652.61; and

WHEREAS, the City would have to contribute 5% (\$109,132.32) in order to receive the Grant of (95%) \$2,073,519.98 for a total amount of \$2,182,652.61; and

WHEREAS, the City will pay any costs that exceed the project amount if the application is selected for funding; and

WHEREAS, the City of Las Vegas intends to request a waiver for the matching fund requirement. The City of Las Vegas has a limited tax base which limits the funding for meeting the proportional matching share and a fund exists by the New Mexico State Legislature for Public Entities in need of "Hardship"; and

WHEREAS, if the City is successful in receiving the Grant, it will be used for the construction of Commerce Street from begin of project (BOP) East National Avenue to end of project (EOP) East Baca Street for the plan, design, construction, reconstruction, pavement rehabilitation, drainage improvements, ADA compliant curb & ramps, construction management, and miscellaneous construction, project being 3,200 feet.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body agrees to contribute 5% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for road improvements on Commerce Street in the City of Las Vegas.

APPROVED AND ADOPTED this _____ day of April 2025.

David Romero, Mayor

ATTEST:

Casandra Fresquez, City Clerk

ESTIMATED SUMMARY COSTS & QUANTITIES

ENTITY: City of Las Vegas
PROJECT
NO.: _____

DO: _____
CN: _____

TERMINI: Commerce Street from East National Ave. (Sta 10+00) to East Baca Street (Sta 42+00)

SCOPE

OF Planning, environmental certification, design, construction and reconstruction of a
existing asphalt pavement, curb and gutter, sidewalks, and new signage and striping.

SEQ. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	ESTIMATED COST
1	Unclassified Excavation	CY	3,000	\$ 32.00	\$ 96,000.00
2	Subgrade Preparation - 12" with Geogrid	SY	8,500	\$ 14.00	\$ 119,000.00
3	Base Course - 8"	SY	8,500	\$ 25.00	\$ 212,500.00
4	Removal of surfacing	SY	8,500	\$ 10.00	\$ 85,000.00
5	Minor Paving - 2.5"	SY	17,000	\$ 28.00	\$ 476,000.00
6	Concrete Curb & Gutter	LF	4,000	\$ 65.00	\$ 260,000.00
7	Concrete Sidewalks	SY	100	\$ 85.00	\$ 8,500.00
8	Concrete Drivepads	SY	350	\$ 125.00	\$ 43,750.00
9	Concrete Pavement - 6"	SY	150	\$ 150.00	\$ 22,500.00
10	Removal of Structures and Obstructions	LS	1	\$ 50,000.00	\$ 50,000.00
11	Mobilization	LS	1	\$ 150,000.00	\$ 150,000.00
12	Laboratory Testing Allowance	ALLOW	1	\$ 50,000.00	\$ 50,000.00
13	Adjust Utilities to Grade	LS	1	\$ 25,000.00	\$ 25,000.00
14	Permanent Signage & Striping	LS	1	\$ 20,000.00	\$ 20,000.00
15	Traffic Control Devices & Management	LS	1	\$ 50,000.00	\$ 50,000.00
16	Construction Staking by the Contractor	LS	1	\$ 50,000.00	\$ 50,000.00
17	Survey & Engineering Design	LS	1	\$ 200,000.00	\$ 200,000.00
18	Construction Management	LS	1	\$ 100,000.00	\$ 100,000.00
SUBTOTAL					\$ 2,018,250.00
NMGR @ 8.1458%					\$ 164,402.61
TOTAL					\$ 2,182,652.61

Commerce Street

Vicinity Map

Legend



Google Earth

Image © 2025 Airbus

104

1000 ft



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

Meeting Date: April 9, 2025

Date Submitted: 4/2/25

Department: Solid Waste

Item/Topic: Presentation/Discussion and Update on Customer Service efficiency and information on Amnesty Day, April 19, 2025.

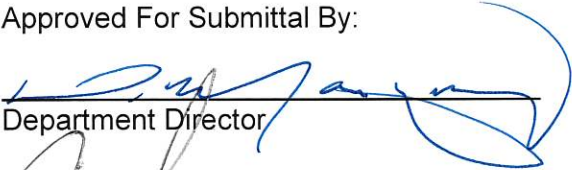
Fiscal Impact:


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:


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 _____



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

Meeting Date: April 9, 2025

Date Submitted: 3/25/25

Department: Executive

Item/Topic: Request removal of Human Resource Director Darlene Arguello.

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

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