City of Las Vegas
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov
Mayor David Romero

CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
September 11, 2024–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

- Appointment of Jeff Salmon to the Tree Board
- Appointment of Lee Einer to the Design & Review Board
- Appointment of Star Ford to Board of Adjustment and Planning & Zoning Commission
- Appointment of Benito Pacheco (Ward 2) to the Charter Commission

VIII. COUNCILORS' REPORTS

IX. CITY MANAGER'S REPORT

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

- Presentation by Alex Makowski with Seeds of Wisdom, LLC contracted by State Forestry to develop an urban forest management plan, giving an introduction on the work they've been hired to do.
- Presentation by NMHU giving an update on the Gene Torres Golf Course.

XI. APPROVAL OF MINUTES (August 12th, August 21st and August 27, 2024)

XII. 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 #4032-23 with Carroll Strategies for public engagement campaign regarding Agua Pura.

   Travis Martinez, Water Utilities Director Request for Proposal #2024-08 was awarded on 11/13/23 and Contract #4032-23 was signed on 11/13/23. The extended term of this agreement will be for 1 year.

2. Request approval of Addendum #1 to Contract #4033-23 with Hay's Plumbing & Heating, Inc. for on call water & sludge transfer and temporary storage.

   Travis Martinez, Water Utilities Director Request for Proposal #2024-05 was awarded on 11/13/23 and Contract #4033-23 was signed on 11/13/23. The extended term of this agreement will be for 1 year.

3. Request approval of Addendum #3 to Contract #3850-22 with HDR Engineering, Inc. for water treatment plant facility planning, design and construction.

   Travis Martinez, Water Utilities Director Request for Proposal #2022-12 was awarded on 10/13/21 and Contract #3850-22 was signed on 10/13/21. The extended term of this agreement will be for 1 year.

4. Request approval of Addendum #1 to Contract #4010-23 with Combee Automation & Integration for professional services for Allen Bradley PLC.

   Travis Martinez, Water Utilities Director Request for Proposal #2023-21 was awarded on 09/13/23 and Contract #4010-23 was signed on 09/13/23. The extended term of this agreement will be for 1 year.

5. Request approval of Addendum #1 to Contract #4019-23 with Molzen/Corbin and Associates for engineering services for the Public Works Department.

Arnold Lopez, Public Works Director Request for Proposal #2024-02 was awarded on 09/27/23 and Contract #4019-23 was signed on 09/27/23. The extended term of this agreement will be for 1 year.

6. Request approval of Addendum #1 to Contract #4020-23 with Molzen/Corbin and Associates for engineering services for the City of Las Vegas Municipal Airport.

Arnold Lopez, Public Works Director Request for Proposal #2024-04 was awarded on 09/27/23 and Contract #4020-23 was signed on 09/27/23. The extended term of this agreement will be for 1 year.

XIII. BUSINESS ITEMS

1. Conduct a Public Hearing and request approval of Resolution No. 24-26 to uphold or overturn the Board of Adjustment's decision to approve the application for a Special use permit as submitted by Billy G. Rogers.

Lucas Marquez, Community Development Director The application submitted by Mr. Rogers is for a crematory at 2315 Hot Springs Blvd. Las Vegas, NM. The City of Las Vegas received a formal appeal on August 2, 2024 objecting to the decision made by the Planning and Zoning Board of Adjustment on July 29, 2024.

2. Conduct a Public Hearing and request approval of Resolution No. 24-24 declaring the property located at 323 ½ Mora Street, Las Vegas, New Mexico 87701 a dangerous nuisance that requires abatement.

Lucas Marquez, Community Development Director The City of Las Vegas Code Enforcement Officers have had multiple calls for nuisance issues at 323 ½ Mora Street and have since declared the property as an unsafe and unsanitary property pursuant to Municipal Code, Chapter 301 Nuisances, §301-5 through §301-10.

3. Presentation/Discussion and Approval of proposed design and a suitable location for a metal art piece designed by New Mexico Highlands University (NMHU).

Arnold Lopez, Public Works Director An NMHU representative will present the designs.

4. Request approval of a Memorandum of Understanding (MOU) between the Village of Pecos and the City of Las Vegas to operate and provide Senior Center Services out of the Pecos Senior Center Building.

June Tafoya, Community Services Director The MOU outlines the responsibilities of both the City of Las Vegas and the Village of Pecos. The Village of Pecos will pay $22,000 for Senior Services effective July 1, 2024 through June 30, 2025.

5. Request approval of a Memorandum of Understanding (MOU) between the Meadow City Rebels Travel Baseball Team and the City of Las Vegas to utilize Keys Park for practice for the upcoming travel baseball season.

   Arturo Padilla, Parks and Recreation Department Director The MOU will be for youth travel baseball practices from August 15, 2024 to April 1, 2025.

6. Request approval of a Memorandum of Understanding (MOU) between Luna Community College Baseball and Softball Teams and the City of Las Vegas to lease Rodriguez Park turf fields for practice for the upcoming baseball season.

   Arturo Padilla, Parks and Recreation Department Director The Luna Community College agrees to lease the fields at Rodriguez Park Complex for the purpose of holding baseball and softball activities during Fall season from August 12, 2024 to November 30, 2024 and Spring season from January 10, 2024 to May 15, 2025.

7. Request approval of a Memorandum of Understanding (MOU) between the Meadow City Havoc Youth Football Team and the City of Las Vegas to lease the grass ball fields at Rodriguez Park to hold youth football practices.

   Arturo Padilla, Parks and Recreation Department Director The Havoc Youth Football Team agrees to pay consideration in the amount of $300.00 to utilize the fields for practices from August 19, 2024 to November 5, 2024.

8. Request approval of a Memorandum of Understanding (MOU) between the Northern Elite Travel Baseball Team and the City of Las Vegas to utilize the grass adult softball field at Rodriguez Park for the duration of the season.

   Arturo Padilla, Parks and Recreation Department Director The NETB agrees to pay consideration in the amount of $150.00 for use of the fields for youth travel baseball practices from August 15, 2024 to December 1, 2024.

9. Request Approval of a Memorandum of Understanding (MOU) between the Wolfpack Travel Baseball Team (WTBT) to utilize the Majors field at Keyes Park for the duration of the WTBT season.

   Arturo Padilla, Parks and Recreation Department Director The WTBT agrees to pay consideration in the amount $300.00 for use of the field for youth travel baseball practices from August 15, 2024 to April 1, 2025.

10. Request approval of Resolution No. 24-25 Budget Adjustment Resolution.

Morris Madrid, Finance Director The City of Las Vegas is in need of making a budget adjustment in the 2024-2025 fiscal year budget.

11. Discussion of an agreement signed by the City of Las Vegas and John Kretz on December 4, 1995 for easement of property for a sanitary sewer and storm drain system.

Arnold Lopez, Public Works Director The commitment by the City of Las Vegas has not been fulfilled as per agreement.

XIV. EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H) (5) Collective Bargaining strategy: **Discussion regarding the American Federation of State, County and Municipal Employees (AFSCME), Local 2851 Collective Bargaining Unit agreement.**

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.

XV. EXECUTIVE SESSION ACTION ITEMS

1. Consideration to approve the **American Federation of State, County and Municipal Employees (AFSCME), Local 2851 Collective Bargaining Unit agreement.**

Darlene Arguello, HR Director The City of Las Vegas has completed contract negotiations for FY2025 with the American Federation of State, County and Municipal Employees (AFSCME), Local 285. Article 5 (Union Rights), Article 19.5.1 (Holiday Leave), Article 20 (Holidays), Article 36 (Increment Pay/Longevity), Article 37 (Compensation), and Article 41 (Term of the Agreement) were the subject of this year's negotiations. AFSCME Local 2851 have successfully approved and ratified the Tentative Agreements (TA's).

XVI. 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 the Office of the City Clerk, 905 12th Street, Las Vegas, NM 87701 or the City's website at **www.lasvegasnm.gov**

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON MONDAY, AUGUST 12, 2024 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
Cassandra Fresquez, City Clerk
Caleb Marquez, Sergeant at Arms

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Montoya asked for a moment of silence in recollection of all those who have passed away. Councilor Montoya asked for thanksgiving for all the blessings and the businesses in the community.

Councilor Ulibarri asked to keep those who were involved in the car accident on Grand Avenue in their prayers.

Mayor Romero asked to keep those who responded to the car accident such as Fire, Police and others who helped in their prayers.

Councilor Casey asked to remember and keep the family of Anselmo (Chemo) Valdez in their prayers.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda. Councilor Montoya seconded the motion with the recommendation to move Consent Item 7 to Business Item 1. Mayor Romero asked if all were in favor. All were in favor.

PUBLIC INPUT

There was no public input.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Romero advised that he met with the Interim CEO of Alta Vista Hospital and asked for her to provide an update at the next Council meeting. Mayor Romero advised that he also met with NMHU President Neil Woolf and UWC President Victoria Mora. Mayor Romero discussed giving City Manager Tim Montgomery a mid-year evaluation so they could have a better understanding of what he is doing and what he is going through.

COUNCILORS' REPORTS

Councilor Martinez discussed meeting with businesses around the Plaza regarding events that take place at the Plaza Park.

Councilor Casey advised that she met with the Small Marketing Committee who voiced their concerns regarding the lack of having a printed tourist guide to hand out at the Visitor Center, hotels and gas stations. Councilor Casey advised that she's received many calls asking when laundromats and car washes would be fully open. Councilor Casey advised that she has also received calls regarding numerous

loose packs of dogs that are attacking people and other animals. Councilor Casey stated that signage was needed on some roads.

Councilor Ulibarri voiced his concerns regarding speeding on Grand Avenue. Councilor Ulibarri also thanked the Public Works department for cutting weeds and for filling potholes.

Councilor Montoya congratulated Dr. Jesus Tafoya for taking over as the new Medical Director at Alta Vista Hospital. Councilor Montoya thanked Public Works Director Arnold Lopez for what he's done with the Solid Waste department. Councilor Montoya advised that there are overgrown weeds around town. Councilor Montoya advised that he has received calls regarding street lights out on Christine, Legion, Mountain View and 7th Street.

Councilor Martinez advised that overgrown weeds need to be cut along stop signs.

CITY MANAGER'S REPORT

City Manager Tim Montgomery discussed the following;

- Welcomed new staff to the City of Las Vegas
- City department updates
- Reservoir storage
    - Peterson 39 acre feet (drained for any future flooding)
    - Storrie Lake 1294 acre feet
    - Bradner 227 acre feet
- Annual Gas leak survey
- Maintenance needs at the Museum and Library
- Public Service Announcements continue to be sent out
- Hosted Small Business Association
- Attended Local Business meeting
- Hosted a meeting for businesses regarding events around the Plaza Park
- Community events
- Training that took place to prepare for possible life threatening situations

Councilor Montoya asked how much the training cost and where it was funded from.

City Manager Montgomery advised that it was $395 per person and was funded through the Fire fund.

City Manager Montgomery discussed the following:

- His four guiding principles
    - Safety, Respect, Integrity and Teamwork
- Keeping up with daily business within the city
- Learning new ethical behaviors and developing new habits
- Leadership and Management trainings
- System trainings for using Tyler

Councilor Martinez thanked City Manager Montgomery for his report.

Councilor Montoya asked what the plan was regarding Peterson Dam having 39 acre feet of water.

City Manager Montgomery advised that they would be meeting with the Consultant to go over the list of projects that need to take place such as debris removal.

Councilor Montoya asked about the new filtration system being operational.

City Manager Montgomery discussed the pretreatment equipment being operational but there had been issues when running water through the pretreatment system. City Manager Montgomery advised that they would continue running tests.

Councilor Montoya voiced his concerns regarding Peterson Dam having only 39 acre feet of water. Councilor Montoya advised that there should be a Fire sub station in the area of Grand Avenue. Councilor Montoya also thanked City Manager Montogomery for his report.

Councilor Ulibarri also thanked City Manager Montgomery for his report and voiced his concerns regarding people selling items without a business license.

Discussion took place regarding the Taylor Wells.

Mayor Romero discussed the importance of teamwork and commended those who participated in the training with Police and Fire.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes from July 17 and July 29, 2024. Councilor Martinez seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

CONSENT AGENDA

City Clerk Fresquez read the Consent Agenda (1-6) into the record as follows:

1. Approval of Addendum #1 to Contract #4003-23 with HDR Engineering, Inc. for Water Treatment Plant facility planning, design and construction engineering.
2. Approval of Addendum #1 to Contract #4004-23 with Molzen Corbin & Associates for Water Treatment Plant facility planning, design and construction engineering.
3. Approval of Addendum #3 to Contract #3784-21 with Molzen Corbin & Associates for wastewater professional engineering services.
4. Approval of Addendum #3 to Contract #3785-21 with Souder Miller & Associates for wastewater professional engineering services.
5. Approval of Addendum #3 to Contract #3782-21 with James, Cooke & Hobson for pump, motor and mechanical repair as needed.
6. Approval of Addendum #3 to Contract #3787-21 with Alpha Southwest for pump, motor and mechanical repair as needed.

Councilor Casey made a motion to approve the Consent Agenda (1-6). 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
Marvin Martinez	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

7. Request approval to accept funding from the NM Law Enforcement Protection Fund (LEPF).

Police Chief Caleb Marquez advised that they apply for the grant on an annual basis to help with repair and maintenance of vehicles, equip apparatus', and assists with advanced training. Police Chief Marquez advised that they were awarded $126,500 and it would be disbursed in September.

Councilor Martinez made a motion to approve the funding from the NM Law Enforcement Protection Fund (LEPF). Councilor Casey 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	Yes

City Clerk Fresquez advised the motion carried.

1. Conduct a Public Hearing and Approval of an application for a Restaurant A, Liquor License with On-Premises consumption.

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

City Clerk Fresquez advised that she spoke with David Bustos and he was unable to attend the meeting.

HR Director Darlene Arguello swore in City Clerk Casandra Fresquez.

City Clerk Fresquez advised that the application was from David Bustos with Dave's Diner LLC., and was asking for a Restaurant A, Beer and Wine Liquor License with On-Premises consumption. City Clerk Fresquez advised that the Alcoholic Beverage Control Division approved the preliminary liquor license application and all zoning and publication requirements were met.

Councilor Montoya asked if the liquor license would change the status of the business.

Fire Chief Spann advised that it would not change the status of the business.

Councilor Montoya asked about the travel trailer that has been parked in the parking lot at Dave's Diner.

Mayor Romero swore in Community Development Director Lucas Marquez and Fire Chief Steven Spann.

Community Development Director Marquez advised during the initial construction phase the travel trailer was allowed as a Caretaker Dwelling. Community Development Director Marquez advised that the first phase of construction is due to be completed by this month and would be adding the patio in the front. Community Development Director Marquez advised that the second phase would begin expanding the back area. Community Development Director Marquez advised that Mr. Bustos was given the permit to have the travel trailer as a Caretaker Dwelling.

Councilor Montoya asked what the process would be if the trailer isn't moved.

Community Development Director Marquez advised that he would not be able to complete the second phase of construction and water services would be turned off as stated in the City ordinance. Community Development Director Marquez advised that the permit for the Caretaker Dwelling was given to Mr. Bustos prior to him being the Community Development Director.

Councilor Martinez asked if the City is notified by the Alcoholic Beverage Control Division whenever an establishment is in violation.

City Clerk Fresquez advised that she has never received anything regarding violations. City Clerk Fresquez advised that the Alcoholic Beverage Control Division goes over their rules with applicants when applying for a liquor license.

Mayor Romero advised that the Alcoholic Beverage Control Division has their own Law Enforcement.

Councilor Casey made a motion to close 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
Barbara Casey	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

1. Conduct a Public Hearing and Approval of an application for a Restaurant A, Liquor License with On-Premises consumption.

Councilor Casey made a motion to approve the application for a Restaurant A, Liquor License with On-Premises consumption. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

2. Request approval of Resolution No. 24-23 authorizing investment of monies in the New Mexico State Treasurer Local Government Investment Program (LGIP) short term investment fund.

Finance Director Morris Madrid advised that the language in the resolution was from the Office of the New Mexico State Treasurer. Finance Director Madrid advised that the resolution has titles instead of names so the resolution could continue instead of needing to be constantly changed. Finance Director Madrid advised that the next step would be to fill out the proper forms to send to the State Treasurer's Office, receive training and then start investing in the fund. Finance Director Madrid advised that he compiled all the cash flow information that he needed to identify a comfortable amount of cash that could be invested.

Mayor Romero asked if Finance Director Madrid knew when the last time the City of Las Vegas invested with the State.

Finance Director Madrid advised that he thought it was about fifteen years ago when the last investment policy was done.

Councilor Martinez asked how the Governing Body would know when money is transferred between the State Treasurer's Office and the City of Las Vegas.

Finance Director Morris advised that it should be reported regularly and cash management needs to be a part of monthly reporting.

Mayor Romero asked if they would still have discussion regarding the amount of money being invested.

City Manager Montgomery advised yes.

Finance Director Madrid advised that he would like to give Mayor and Council a detailed report showing how much is invested.

Councilor Montoya thanked City Manager Montgomery and Finance Director Madrid and advised that it was the best thing the City of Las Vegas has done. Councilor Montoya advised that it would allow the City to do more projects within the City.

Councilor Montoya made a motion to approve resolution No. 24-23 authorizing investment of monies in the New Mexico State Treasurer Local Government Investment Program (LGIP) short term investment fund. Councilor Casey seconded the motion.

Resolution 24-23 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:

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

City Clerk Fresquez advised the motion carried.

Councilor Montoya disclosed that his daughter was the State Treasurer.

3. Request approval of a Memorandum of Understanding (MOU) with the Las Vegas Soccer League.

Parks and Recreation Director Arturo Padilla advised that the MOU is done annually.

Councilor Ulibarri made a motion to approve the Memorandum of Understanding (MOU) with the Las Vegas Soccer League. Councilor Casey seconded the motion.

Mayor Romero asked when they would receive payment from the Las Vegas Soccer League.

Parks and Recreation Director Padilla advised once approved he'll let them know to go pay at the Recreation Center.

Councilor Montoya discussed the availability of the canopy at the parks and people still being able to utilize them during games or practices.

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

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

City Clerk Fresquez advised the motion carried.

Councilor Martinez recommended the coaching staff to have first aid kits for the kids.

Mayor Romero advised that it was a requirement under the membership for any league to carry a first aid kit.

4. Request approval of Resolution 24-22 to accept and enter into an agreement with New Mexico Department of Transportation (NMDOT).

Public Works Director Arnold Lopez advised that it was a Capital Appropriation Grant in the amount of $50,000 and NMDOT would fund one hundred percent of the grant offer for planning, design and construct road improvements, including sidewalks, drainage, curb and gutters on El Creston Circle.

Councilor Montoya asked if the funding was for the project or the park.

Public Works Director Lopez advised it was for the project.

Councilor Montoya made a motion to approve resolution No. 24-22 to accept and enter into an agreement with New Mexico Department of Transportation (NMDOT) in the amount of $50,000. Councilor Martinez seconded the motion.

Resolution 24-22 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	David Ulibarri	Yes
Michael L. Montoya	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

5. Discussion and Direction of the Riverwalk Archways/Gateway Designs and locations.

Public Works Director Arnold Lopez discussed the original design not having an archway and some safety concerns as well. Public Works Director Lopez advised that a vendor from Albuquerque redesigned the gateways to include actual archways. Public Works Director Lopez presented ideas of the redesigned archways.

Councilor Casey advised that she liked the design with the trees and branches. Councilor Casey voiced her opinion regarding the design with fish and how it could send the wrong message about fishing allowed in that area.

Public Works Director Lopez thanked Councilor Casey for her input.

Councilor Martinez asked where the placement of the archways would be.

Public Works Director Lopez advised one would be off of Bridge Street going towards Independence Avenue, the second one would be on 12th Street adjacent to the Franken Gas yard and the third one would be off of Independence Avenue.

Councilor Martinez asked how much it would cost.

Public Works Director Lopez advised that the fabrication and installation for all three locations was about $58,000.

Mayor Romero advised that the City of Las Vegas was awarded $50,000 from T-Mobile and any additional funding would be at the cost of the city.

City Manager Montgomery advised that T-Mobile has been reaching out to see where they're at with the archways and hopes to have them installed before the year is over.

Councilor Ulibarri asked if they are working on the Riverwalk in the area of Bridge Street towards Mills Avenue.

Public Works Director Lopez stated no, they would need to improve the trail in that area first.

Councilor Montoya thanked Public Works Director Lopez for all he's done.

Councilor Martinez discussed moving the archway from Independence Avenue closer to the one on Bridge Street.

Mayor Romero voiced his opinion regarding placing the archways on the southside of the walkway instead of the northside since that side needs improvements.

Discussion took place regarding emergency response vehicles getting through in the area where the archways would be.

Councilor Casey made a motion for the fish to be eliminated on the sign with the birds for the Bridge Street archway, the one with the fish everywhere would go on 12th Street and the one with the tree would go on Independence Avenue. Councilor Montoya seconded the motion. 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 the motion carried.

6. Request approval of the surplus from a 2018 Semi End Dump Trailer (EHRD40) purchased by the Solid Waste Department and approve the removal from the inventory and to authorize the sale through advertisement by a sealed bid process.

Public Works Director Arnold Lopez advised that the trailer had not been utilized in five years and it did not work out with the department's operational needs. Public Works Director Lopez advised that it could also be a safety liability.

Councilor Ulibarri made a motion to approve the surplus from a 2018 Semi End Dump Trailer (EHRD40) purchased by the Solid Waste Department and approve the removal from the inventory and to authorize the sale through advertisement by a sealed bid process. 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	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

7. Consideration to approve the restructuring of the Executive and Human Resource Department Organizational Charts by removing the Safety Officer position from Human Resource and adding it under the direction of the Executive Office.

City Manager Tim Montgomery advised that he wanted the Human Resource department to strictly focus on Human Resource needs which was why he wanted to move the Safety Officer position under the direction of the Executive Office.

Councilor Casey made a motion to approve the restructuring of the Executive and Human Resource Department Organizational Charts by removing the Safety Officer position from Human Resource and adding it under the direction of the Executive Office. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

8. Request approval to change the Grant Writer/Administrator position to Program Coordinator and move the position to the Finance Department.

City Manager Tim Montgomery advised that the position originally originated under Community Development. City Manager Montgomery advised that changing the position to be under Finance would be to prevent change orders from being processed by departments without review.

Councilor Martinez made a motion to approve to change the Grant Writer/Administrator position to Program Coordinator and move the position to the Finance Department. 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.

9. Consideration to approve the restructuring of the Utilities Organizational Chart by removing the Gas Division and creating a Gas Department and adding a Gas Director, Compliance Officer and an Administrative Assistant II.

City Manager Tim Montgomery advised that after going through several audits within the Utilities department it became evident that they needed to focus separately on Gas, Water and Solid Waste.

Councilor Casey made a motion to approve the restructuring of the Utilities Organizational Chart by removing the Gas Division and creating a Gas Department and adding a Gas Director, Compliance Officer and an Administrative Assistant II. Councilor Martinez 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.

10. Request approval to change the scope of work for City Hall restoration with AGM Konstruction.

City Manager Tim Montgomery advised that it would be a scope of work change and not a monetary request. City Manager Montgomery advised that the first purchase order for $86,000 was to focus on removal of sheetrock and tile to remediate the mold. City Manager Montgomery advised that the second proposal for $89,000 was for construction repairs but AGM failed to include the two bathrooms and the drain basin area. City Manager Montgomery advised that AGM provided an additional request for $42,000 so he is asking for a scope of work change rather than increasing the purchase order by $42,000. City Manager Montgomery advised that they would remove the upstairs furnace replacement and duct work replacement. City Manager Montgomery advised that the current furnace is operational and the duct work was cleaned out. City Manager Montgomery advised that the purchase order for $89,000 would replace the windows, the bathrooms and drainage would be repaired and sheetrock under windows would be repaired.

Councilor Casey made a motion to approve to change the scope of work for City Hall restoration with AGM Konstruction. Councilor Martinez seconded the motion. 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	No

City Clerk Fresquez advised the motion carried.

11. Request approval of Out-of-State travel for City Manager Tim Montgomery to attend the ICMA Annual COnference in Pittsburgh, Pennsylvania from September 20 through September 26, 2024.

Councilor Casey commended City Manager Montgomery for following the City Charter by working towards his certification through ICMA.

Councilor Casey made a motion to approve Out-of-State travel for City Manager Tim Montgomery to attend the ICMA Annual COnference in Pittsburgh, Pennsylvania from September 20 through September 26, 2024. Councilor Montoya seconded the motion.

Councilor Montoya asked City Manager Montgomery to provide Mayor and Council with a report from his training.

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.

EXECUTIVE SESSION

Councilor Casey 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 appointments of the Water Utilities Director, Gas Utilities Director and Community Services Director. Councilor Montoya 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
Barbara Casey	Yes	David Ulibarri	Stepped away

City Clerk Fresquez advised the motion carried.

Councilor Casey 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 appointments of the

Water Utilities Director, Gas Utilities Director and Community Services 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:

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

EXECUTIVE SESSION ACTION ITEMS

1. Request approval to appoint Travis Martinez as the Water Utility Director.

City Manager Montgomery advised that Mr. Travis Martinez stepped into the role during a very challenging time and proved his ability and knowledge.

Councilor Montoya made a motion to approve the appointment of Travis Martinez as the Water Utility Director and advised that he brings good work ethics, honesty and integrity. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

2. Request approval to appoint David Marquez as the Gas Utility Director.

Councilor Casey made a motion to approve the appointment of David Marquez as the Gas Utility Director. Councilor Ulibarri seconded the motion.

City Manager Montgomery advised that Mr. David Marquez stepped into the role during a challenging gas audit. City Manager Montgomery advised that he has tremendous ability.

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

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

City Clerk Fresquez advised the motion carried.

3. Request approval to appoint June Tafoya as the Community Services Director.

City Manager Montgomery advised that Ms. June Tafoya stepped in during a challenging audit and has pulled the department together.

Councilor Martinez made a motion to approve the appointment of June Tafoya as the Community Services Director. 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 the motion carried.

Councilor Montoya commended City Manager Montgomery for making tough decisions and for moving the City forward.

Mayor Romero advised that they are there to better the community and the City. Mayor Romero congratulated and thanked everyone for being a team.

ADJOURN

Councilor Martinez made a motion to adjourn. Councilor Ulibarri seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 9:10 pm.

_____

Mayor David Romero

ATTEST:

_____

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, AUGUST 21, 2024 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.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri asked for a moment of silence for all City employees and for all the residents in Las Vegas.

APPROVAL OF AGENDA

Councilor Montoya 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

City Clerk Fresquez advised that there was no public input.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Romero welcomed Representative Elect Anita Gonzales who was in the audience.

COUNCILORS' REPORTS

Councilor Casey advised that she received a very distressing text regarding a pack of dogs that are attacking people and they also killed her dog. Councilor Casey voiced her concern regarding the pack of dogs running at large. Councilor Casey advised that she received calls from senior citizens who live on 3rd Street and N. Gonzales who are concerned about fallen fruit and branches that are on the ground and making it difficult for them to walk. Councilor Casey advised that she also received calls from people regarding their water bill. Councilor Casey thanked those who put the commercial together regarding the Fall Fiestas.

Councilor Montoya discussed overgrown weeds still being an issue. Councilor Montoya thanked and acknowledged the citizens in Las Vegas for being patient during the construction on Legion Drive. Councilor Montoya advised that Council and Directors attended the 67th NM Municipal League Annual Conference in Clovis, NM.

Councilor Martinez advised that he also attended the 67th NM Municipal League Annual Conference. Councilor Martinez advised that he was contacted regarding weeds on City property but it was being taken care of.

Councilor Ulibarri thanked the Streets department for trying to keep the weeds cut and advised that he hired someone to cut the weeds and keep his yard clean.

Councilor Ulibarri advised that he also attended the 67th NM Municipal League Annual Conference.

POLICE CHIEF'S REPORT

Police Chief Caleb Marquez gave a detailed presentation regarding the statistics for the Month of July on the following:

- Field Operations Division (patrol) calls
- Communication Division
- Animal Care Center-updates/events
- Information Division/Records
- Street Crimes Division updates
- Travel/Trainings
- Community Events
- (2) Animal Control Vehicles purchased
- Recruitment updates
- Department vacancies (25)

Councilor Montoya asked if any money was spent that was allocated from the Cannabis fund.

Police Chief Marquez advised that they purchase certain items depending on the season to hand out at events.

FINANCE REPORT

Finance Director Morris Madrid advised during the flooding event they obligated and spent money directly from the Water fund before setting up a special fund. Finance Director Madrid advised that the expenditures would be moved back into the special fund. Finance Director Madrid advised that the special fund is not in the finance report but he would update Mayor and Council monthly on the activity. Finance Director Madrid advised that they have not received the final approval letter from DFA regarding the final budget. Finance Director Madrid advised that they would be starting the process of adjusting the budget and

bringing forth budget adjustments to include monies that have been appropriated but not budgeted.

Finance Director Madrid discussed where they're at with the Investment Policy and Cash Management and advised that their internal control would consist of a minimum of two people to authorize every transaction in or out of the State Treasurer's Office. Finance Director Madrid advised that they would also need to get authorizations in place at the banks. Finance Director Madrid advised that they don't need to wait for the policy to be done and he has identified the minimum amount of money that can be invested. Finance Director Madrid advised that they would start off with investing about ten million dollars. Finance Director Madrid advised that they have encumbered about nine million in relation to the obligation and expenditure of funds related to the flood event.

Deborah Sulzer with the Sulzer Group discussed two submissions to FEMA, one for $6.1 million for money that was spent for hauling water, bottle water distributions and repairs to Taylor Wells and the second one for a temporary water treatment facility for $11.1 million.

Councilor Martinez thanked Ms. Sulzer for all her hard work during and after the flooding event.

Councilor Montoya thanked Ms. Sulzer and all those who were involved during the flooding event. Councilor Montoya thanked Mayor Romero for his leadership.

Councilor Ulibarri also thanked Ms. Sulzer for all she did for Las Vegas.

Mayor Romero discussed all the decisions the Governing Body made such as hiring Tim Montgomery as City Manager and Clarity Collins with the North Central NM Economic Development District helping to get fourteen million dollars. Mayor Romero advised without that money we would have been in trouble. Mayor Romero thanked Ms. Sulzer for all her help.

City Manager Montgomery advised that they built a strong team and got things done that seemed impossible like bringing water from Louisiana and bringing the pretreatment plant from Canada. City Manager Montgomery advised that a PSA was sent out regarding water restrictions being lifted. City Manager Montgomery advised that there's a lot more to do to get the new plant in but they continue to make improvements.

PRESENTATIONS/POSSIBLE DIRECTION

Darren Deyapp, CEO with El Centro spoke on the services offered, their 50th year anniversary event on September 25, 2024 and rural clinics.

Councilor Martinez advised that he learned about El Centro during covid and thanked them for being available for the community.

Councilor Casey also thanked them for the services they provide at the school based clinics.

Councilor Ulibarri also thanked them for all they do for the citizens in Las Vegas.

Councilor Montoya also thanked them for being part of the community and for providing good services.

Mayor Romero advised that his first encounter with El Centro was the school based clinic and discussed the importance of healthcare services in the community.

Angie Lyster spoke on a possible Film Museum and advised that she's been volunteering as the San Miguel County Film Liaison and spoke on possible partnerships between the City, San Miguel County and the private sector. Ms. Lyster advised that a Film Museum could create a boost for tourism. Ms. Lyster spoke about the different film sets that she was able to obtain and discussed assisting businesses with attracting tourism with certain props from films.

Councilor Martinez thanked Ms. Lyster for helping the Chamber and for her efforts in making sure that Las Vegas is a film community.

Ms. Lyster advised that the production designer for Longmire had a drawing if a Film Museum is built from scratch or there are some private buildings that owners are willing to lease.

Councilor Ulibarri also thanked Ms. Lyster for all she's done.

Councilor Casey advised that Ms. Lyster focuses on making Las Vegas a better place with everything she does.

Councilor Montoya advised that he appreciates everything she's done and advised that he would support an MOU.

Consultant Robert Archuleta provided a lengthy discussion regarding the list of Capital Outlay projects, the different grants that were received and reimbursements that were received. Mr. Archuleta advised that the City needs to consider the Comprehensive Plan update that is due, the Metropolitan Redevelopment Act Plan for the three mainstreets is also due and to continue to look at land acquisitions for a new City Hall and a Film Museum.

Councilor Casey thanked Mr. Archuleta for all the work he's done and asked if there was a way of reauthorizing the money for something that could benefit the veterans in the community.

Mr. Archuleta advised that he checked with DFA and they could reauthorize the money. Mr. Archuleta advised that it would be up to the Governing Body and City Manager to decide where they want to put it.

Councilor Martinez also thanked Mr. Archuleta for all his hard work and advised that they need to make sure that the deadlines are met so they don't lose out on the funding that wasn't spent.

Councilor Ulibarri thanked Mr. Archuleta for his help with the Animal Shelter and the Rodriguez Park project.

Councilor Montoya thanked Mr. Archuleta for his detailed report regarding legislative funding and grants. Councilor Montoya asked where they were regarding Rodriguez Park.

City Manager Montgomery advised that there is a meeting scheduled to discuss what is going to be phase II of Rodriguez Park.

Discussion and questions took place regarding Lincoln Park.

Mayor Romero asked to possibly schedule a work session to discuss Rodriguez Park. Mayor Romero discussed the importance of making sure monies are spent that are given from legislative requests.

Amanda Shurtz, Corporate Director of Operations for Alta Vista Hospital provided a lengthy update on Alta Vista Hospital. Ms. Shurtz advised that they would be going through the process of selecting a new CEO from Las Vegas or from New Mexico. Ms. Shurtz advised that they hired fifty six new employees, they are interviewing a provider from Florida, they have an offer out for an Orthopedic Surgeon, they are engaging with a recruiting firm, and they invested in a new 3-D mammogram machine. Ms. Shurtz advised that they would be opening up four beds in ICU, they are working with Cardiology on equipment needed and have ordered new ventilators. Ms. Shurtz thanked Police Chief Marquez for helping with public safety in the ER. Ms.

Councilor Casey spoke about the excellent care she received at Alta Vista Hospital.

Ms. Shurtz advised that they spent three million dollars last year to bring in traveling nurses.

Councilor Casey asked if they were planning on hiring a Sexual Assault Nurse.

Ms. Shurtz advised that they have one.

Councilor Casey asked if the Labor and Delivery unit would be opening up again.

Ms. Shurtz advised no, but they are working with larger hospitals to see what they could do for women's health. Ms. Shurtz advised that they currently leased the OB area to be used as a Detox unit.

Councilor Martinez advised that Alta Vista Hospital is the hub for the northeastern part of the state and voiced his concerns regarding the hospital not taking care of the community.

Ms. Shurtz advised that Alta Vista Hospital was not a Trauma Hospital, it's a Critical Access Hospital.

Councilor Ulibarri advised that he was happy that they were opening the ER and hopes they succeed.

Councilor Montoya asked how many doctors the hospital had.

Ms. Shurtz advised that they don't have enough and they are trying to recruit more.

Councilor Montoya voiced his concerns regarding the hospital not having enough doctors. Councilor Montoya advised that it's a burden for people to have to travel out of town to see an OB doctor. Councilor Montoya voiced his concerns regarding AMR ambulance services being tied up when having to transport patients out of town.

Ms. Shurtz advised that Java Medical Group chose to come to Las Vegas to help the community have a hospital. Ms. Shurtz advised that she hopes that they give Java a chance, who have had ownership of the hospital for the last six months. Ms. Shurtz advised that they were sorry for what happened in the past but they want to move forward.

Mayor Romero thanked Ms. Shurtz for being there.

Public Works Director Arnold Lopez and Public Works Manager Danny Gurule provided an overview of the following city roads;

- Legion Drive Road project
- University Avenue project
- 6th Street and Baca Street storm drain replacement
- Mountain View Drive MAP project
- Lutheran Drive project

- El Creston project
- Great Blocks project
- Daily pothole patching
- Daily weed cutting

Councilor Ulibarri asked if the project on Hot Springs Blvd. was almost complete. Public Works Director Lopez advised that the contractor was finishing the utility work and then Public Works could complete it towards Mills Avenue.

Councilor Casey asked for drainage in the future on Reynolds.

Public Works Director Lopez advised that they have had discussion with an engineering service and they are seeking funding for that type of improvement in the area.

Councilor Martinez asked about Independence Avenue.

Water Director Travis Martinez advised that they would be working on Independence Avenue and it should get done within a week and a half. Water Director Martinez advised that they should also have Hot Springs Blvd completed by the end of the month.

Councilor Montoya thanked City staff and NMDOT for their help with funding projects.

Mayor Romero also thanked Public Works Director Lopez, his staff and City Manager Montgomery for making sure projects get done.

City Manager Montgomery thanked Public Works Director Lopez and Public Works Manager Gurule for always getting things done. City Manager Montgomery also recognized Safety Officer Adrian Jaramillo for making sure sites are safe.

CONSENT ITEMS

There were no consent agenda items.

BUSINESS ITEMS

1. Conduct a Public Hearing and request approval to adopt Ordinance No. 24-09 an amendment to the City of Las Vegas Official Zoning map from an O-1 (Office Zone) to an R-2 (Multi-Family Residential Zone) for property located at 815 3rd Street, 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:

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

City Clerk Fresquez advised the motion carried.

City Clerk Fresquez swore in Community Development Director Lucas Marquez and Flora Gallegos.

Community Development Director Marquez advised that Ms. Gallegos had gone to the Community Development department about two years ago to get her property rezoned back to its original zoning but the application was never received. Community Development Director Marquez advised that she had saved her receipts of payments. Community Development Director Marquez advised that they had her reapply and go through the Planning and Zoning process.

Councilor Casey made a motion to close the Public Hearing and reconvene into regular session. 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.

1. Conduct a Public Hearing and request approval to adopt Ordinance No. 24-09 an amendment to the City of Las Vegas Official Zoning map from an O-1 (Office Zone) to an R-2 (Multi-Family Residential Zone) for property located at 815 3rd Street, Las Vegas, NM 87701.

Councilor Martinez made a motion to adopt Ordinance No. 24-09 an amendment to the City of Las Vegas Official Zoning map from an O-1 (Office Zone) to an R-2 (Multi-Family Residential Zone) for property located at 815 3rd Street, Las Vegas, NM 87701. Councilor Ulibarri seconded the motion.

Ordinance 24-09 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	Michael L. Montoya	Yes
David Ulibarri	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

2. Request approval of agreement with Tierra Y Montes Soil and Water Conservation District (SWCD).

Water Director Travis Martinez advised that the purpose of the agreement was to implement trash racks at Bradner and Peterson reservoirs to hold back debris and sediment. Water Director Martinez advised that NRCS and Tierra Y Montes would be providing extra protection from debris going into the reservoirs after the flooding. Water Director Martinez advised that the project would be fully funded through the Emergency Watershed Protection act.

Gerald Romero advised that the project was beneficial for the City and the constituents. Mr. Romero asked Mayor and Council to give the City Manager authorization to sign agreements so they aren't having to wait months to move

forward. Mr. Romero advised that they could provide a report to Council regarding the agreements City Manager signs.

Councilor Casey asked if the landowner on the agreement was referencing the City.

Mr. Romero advised yes.

Councilor Montoya asked who would maintain the trash racks.

Mr. Romero advised that they would remain in place for a year and it is the sponsors responsibility to maintain them which would be DFA or Tierra Y Montes.

Councilor Montoya asked what the lifespan of the trash racks were.

Mr. Romero advised that they could last several years depending on the flow but it's a temporary structure.

Councilor Montoya made a motion to approve the agreement with Tierra Y Montes Soil and Water Conservation District (SWCD). Councilor Casey seconded the motion. 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 the motion carried.

3. Request approval of Amendment #1 to Memorandum of Agreement between North Central New Mexico Economic Development District (NCNMEDD) Non- Metro Area Agency on Aging (Non-Metro AAA) and the City of Las Vegas.

Community Services Director June Tafoya advised the amendment would be for additional funding in the amount of $17,000 for the Chore and Homemaker programs.

Councilor Casey made a motion to approve Amendment #1 to Memorandum of Agreement between North Central New Mexico Economic Development District (NCNMEDD) Non- Metro Area Agency on Aging (Non-Metro AAA) and the City of Las Vegas. 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
David Ulibarri	Yes	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

4. Request approval of Memorandum of Agreement between North Central New Mexico Economic Development District (NCNMEDD) and the City of Las Vegas for Government Results and Opportunity (GRO) Appropriations.

Community Services Director June Tafoya advised that the MOA was for a new program for San Miguel and Pecos Senior Center programs for food in the amount of $40,000.

Councilor Casey made a motion to approve Memorandum of Agreement between North Central New Mexico Economic Development District (NCNMEDD) and the City of Las Vegas for Government Results and Opportunity (GRO) Appropriations. 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 the motion carried.

EXECUTIVE SESSION

Councilor Montoya made a motion to convene into executive session for the purpose of discussing Collective Bargaining strategy and Limited Personnel Matters, as permitted by section 10-15-1(H)(5) and 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, Discussion regarding the International Association of Fire Fighters Local 4625 (IAFF) Collective Bargaining Unit agreement, Discussion regarding the American Federation of State, County and Municipal Employees Local 2851 Collective Bargaining Unit Agreement (AFSCME) and Discussion on City Manager's Evaluation. Councilor Martinez 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

City Clerk Fresquez advised the motion carried.

Councilor Montoya made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing Collective Bargaining strategy and Limited Personnel Matters, as permitted by section 10-15-1(H)(5) and 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, Discussion regarding the International Association of Fire Fighters Local 4625 (IAFF) Collective Bargaining Unit agreement, Discussion regarding the American Federation of State, County and Municipal Employees Local 2851 Collective Bargaining Unit Agreement (AFSCME) and Discussion on City Manager's Evaluation, no other items were discussed and no action was taken. 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

EXECUTIVE SESSION ACTION ITEMS

1. Consideration to approve the International Association of Fire Fighters Local (IAFF) Collective Bargaining Agreement.

Councilor Casey made a motion to approve the International Association of Fire Fighters Local (IAFF) Collective Bargaining Agreement. Councilor Montoya 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 the motion carried.

ADJOURN

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

Meeting adjourned at 10:20 pm.

_____

Mayor David Romero

ATTEST:

_____

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING HELD ON TUESDAY, AUGUST 27, 2024 AT 11:00 A.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 ***Absent***
Casandra Fresquez, City Clerk
Caleb Marquez, Sergeant at Arms

CALL TO ORDER

Mayor Romero called the meeting to order at 11:15 am.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey asked for everyone to take a moment to thank our creator for all the blessings that he has bestowed upon the City and upon the Council. Councilor Casey asked to give thanks for all the good things that are happening in the community and to give them guidance to continue to do what's best for the citizens of Las Vegas.

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.

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

City Clerk Fresquez advised that there was no public input.

BUSINESS ITEMS

1. Request approval of a Memorandum of Understanding (MOU) between the Department of Homeland Security Federal Emergency Management Agency (FEMA), Hermit's Peak/Calf Canyon Claims Office and the City of Las Vegas.

Mayor Romero asked Deborah Sulzer with the Sulzer Group to speak on the item due to City Manager Montgomery not being present.

Ms. Sulzer advised that they were able to reach an agreement with FEMA with Hermit's Peak/Calf Canyon Claims Office to allow the City to proceed with its Water Treatment Facility permanent solution. Ms. Sulzer advised under the agreement the City would receive ninety eight million dollars to be used to move forward with permanent repairs/replacement of the Water Treatment Facility and Systems. Ms. Sulzer advised that there weren't any restrictions on the money and was acknowledged within the agreement that it's anticipated as design and construction proceed that there is more money available.

Mayor Romero discussed what the priorities were when he came into office such as hiring City Manager Tim Montgomery and getting as much funding as they could. Mayor Romero advised that the June 21st flooding incident caused things to take a different turn and there are bigger needs within the pretreatment system and Water Treatment plant.

Ms. Sulzer advised that the June 21st flood showed vulnerabilities that the City had and weren't anticipated in the previous administration or the design of the current facility. Ms. Sulzer advised that they worked closely with Water Director Travis Martinez to get the City to a steady state to operate and process water. Ms. Sulzer advised that they have negotiated with FEMA on a temporary facility and are in the process of getting a temporary system in place to support the existing system so the City isn't in a crisis during the next flood event. Ms. Sulzer advised when meeting with FEMA, they mentioned that the City wouldn't take the money but the City was never given an offer of the money. Ms Sulzer advised that once the offer was provided FEMA had put the City in a position where the money could never be spent, which took a lot of work and negotiating.

Ms. Sulzer advised that this was the first claim the City had and they are developing more claims to present to the Claims Office which they are aware of and they are committed to working with the City to move money quickly. Ms. Sulzer acknowledged the leadership at FEMA for finally speaking to and making a deal with the City. Ms. Sulzer advised that they are trying to adjust issues that had not been addressed from previous leadership.

Councilor Ulibarri thanked Ms. Sulzer for all she's done for Las Vegas.

Councilor Martinez also thanked Ms. Sulzer for all the resources she brought and for the team effort from everyone from the City and all the citizens who helped.

Mayor Romero advised that ninety eight million dollars is a start and number 5 of the MOU stated, "Consistent with Congressional intent, the Claims Office shall process payment in the amount of $98,000,000 consistent with the most recent cost estimate for the water treatment facilities/systems. The Claims Office recognizes that additional funding may be required as final architecture, engineering and design are completed and construction commences". Mayor Romero advised that they are not only settling for $98,000,000 and that FEMA is aware that the cost will go up. Mayor Romero advised as oversight, they will be

transparent with the community regarding how the $98,000,000 will be spent. Mayor Romero advised that the MOU provides planning, design and bid phases, along with a general timeline on how they will get things done. Mayor Romero advised that the $98,000,000 won't be used for the wrong reasons. Mayor Romero advised that their intent is to be transparent and to be accountable.

Councilor Casey also thanked Ms. Sulzer for all her assistance and stated that it took a woman to get it done.

Councilor Montoya advised that it was a long time coming and was a special moment for the City of Las Vegas and its citizens. Councilor Montoya advised that ninety eight million dollars could go a long way and it could prepare them for the next sixty years and for other disasters. Councilor Montoya thanked the Sulzer Group for assisting them and FEMA for being cooperative with them and the citizens. Councilor Montoya also thanked the citizens of Las Vegas, the elected officials in Washington, the President, Mayor and Council, City Staff and the City Manager.

Councilor Montoya made a motion to approve a Memorandum of Understanding (MOU) between the Department of Homeland Security Federal Emergency Management Agency (FEMA), Hermit's Peak/Calf Canyon Claims Office and the City of Las Vegas. 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 the motion carried.

Mayor Romero acknowledged City Manager Montgomery who played a big part but was unable to be there.

ADJOURN

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

Meeting adjourned at 11:35 AM.

_____

Mayor David Romero

ATTEST:

_____

Casandra Fresquez, City Clerk

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 11, 2024

Date Submitted: 08/30/24 **Department:** Utilities

Item/Topic: Addendum #1 to Contract #4032-23 with Carroll Strategies for public engagement campaign regarding Agua Pura. RFP #2024-08 was awarded on 11/13/23. Contract #4032-23 was signed on 11/13/23. The extended term of this agreement will be for 1 year.

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

Attachments: Addendum #1, Contract 4032-23.

Committee Recommendation: This item will be discussed at the September 10, 2024. Utility Advisory Committee Meeting. Their recommendation will be presented at the council meeting.

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

ADDENDUM #1

AGREEMENT/CONTRACT #4032-23

RFP# 2024-08

AWARDED ON: 11/13/2023

CARROLL STRATEGIES

This Addendum entered into this _____**Day of** _____**, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **CARROLL STRATEGIES**, and hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 11/13/2023 the City and CARROLL STRATEGIES entered into an Agreement/Contract pursuant to a call for RFP in which CARROLL STRATEGIES agreed to provide:

PUBLIC ENGAGEMENT CAMPAIGN REGARDING AGUA PURA

WHEREAS, the City and CARROLL STRATEGIES now desire to extend the original Agreement/Contract for an additional year from **11/13/2024 thru: 11/12/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #4032-23

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PUBLIC ENGAGEMENT CAMPAIGN REGARDING AGUA PURA,** 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 11/13/2023 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 11/13/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

REVIEWED AND APPROVED:

_____

Tim Montgomery Date
City Manager

ATTEST:

_____

Casandra Fresquez Date
City Clerk

CARROLL STRATEGIES

_____

_____

Title Date

Agreement / Contract
No. 4032-23
City of Las Vegas
Date

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND CARROLL STRATEGIES

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 Carrol Strategies ("Contractor'), of 300 Central AVE SW, Ste 2000 Albuquerque New Mexico 87102, on this 13th day of November , 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 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.

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

1. The offeror will work with City staff on a situational assessment to determine Strength, Weaknesses, Opportunities and Threats (SWOT) of the project, develop public engagement strategies, and establish the timeline for the implementation of those strategies.
2. Asses the citizenry of Las Vegas and stakeholders to determine the most appropriate, effective, and practical methods and strategies for presenting information to all demographics.
3. Assist the City in developing a positive and easily recognizable written communication strategy.
4. Assist the City in developing a messaging campaign, including assistance with branding, advertising and educational materials using consistent terminology.
5. Assist the City in developing a multi-media strategy for presenting information to citizens and stakeholders.

6. Assist the City in developing a strategy to ensure that elected officials have the information and materials necessary to converse with their constituents about the project and make educated/informed decisions.
7. Develop methods to measure and evaluate effectiveness of the strategies executed.
8. Assist the City identifying key community leaders in various fields for advocacy.

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:

New Mexico Local Government Law

CONTRACTOR:
Carrol Strategies;

Tom Carroll
Signature

Printed Name: Tom Carroll

Position: President

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. Macstas, City Manager

Attest:

Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

New Mexico Local Government Law

CONTRACTOR:
Carrol Strategies;

Signature

Printed Name: Tom Carroll

Position: President

"ATTACHMENT "A"
Carroll Strategies
Rate Schedule

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2024-08
Public Engagement Campaign Regarding Agua Pura

RATES FOR SERVICE BROKEN DOWN

Carroll Strategies
Rates

Title	Rate
Managing Director	$185/hr.
Sr. Account Director	$185/hr.
Account Executive	$125/hr.
Assistant Account Executive	$75/hr.
Graphic Arts (sub)	$95/hr.
Search Engine Optimization (sub)	$150/hr.
Videographer (sub)	$110/hr.
Spanish Translation (sub)	$0.35/word

Reimbursable Expenses

Mileage	Current IRS Mileage Rate = $0.655/mile
Other reimbursable expenses (meals, travel, printing, shipping, etc.)	Billed at cost
Media Buys (advertising or other paid media)	Cost plus 15%

Approval Form

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

***Reviewed:**

_____ _____

Leo Maestas, City Manager **Date**

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

Date Submitted: November 9, 2023

Department Submitting: Utilities Department Submitter: Benito Lujam

Documents To Be Reviewed: Contract for Carroll Strategies for RFP Public Engagement Campaign Regarding Agua Pura
Deadline:_____

Submitter Comments: _____

_____

☐ *Received by Human Resource:* _____ *Date:* _____

City Manager / HR Comments:_____

_____

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

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

☐ *Changes:*_____ Date:_____

1 _____ _____

Attorney Review Date

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

2 _____ _____

Finance Director Date

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

3 _____

_____

Leo Maestas, City Manager Date

☐ Received by City Clerk's Office Date: _____

(Only if being placed on the Agenda)

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

Approval Form

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

*Reviewed: _____ 11/13/23
Leo Maestas, City Manager Date
(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)

Date Submitted: November 9, 2023

Department Submitting: Utilities Department Submitter: Benito Lujan

Documents To Be Reviewed: Contract for Carroll Strategies for RFP Public Engagement Campaign Regarding Agua Pura
Deadline: _____

Submitter Comments: _____

☐ *Received by Human Resource:* _____ *Date:* _____

City Manager / HR Comments: _____

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

Approved / Disapproved: *(Reason for Disapproval)*: _____
☐ *hanges:* _____ Date: _____

1 _____ 11.13.2023
Attorney Review Date

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

2 _____ _____
Finance Director Date

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

3 _____
Leo Maestas, City Manager Date

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

**This form must be submitted with an Attorney Review prior to review and approval by 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: September 11, 2024

Date Submitted: 08/30/24 **Department:** Utilities

Item/Topic: Addendum #1 to Contract #4033-23 with Hay's Plumbing & Heating, Inc. for on call water & sludge transfer and temporary storage. RFP #2024-05 was awarded on 11/13/23. Contract #4033-23 was signed on 11/13/23. The extended term of this agreement will be for 1 year.

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

Attachments: Addendum #1, Contract 4033-23.

Committee Recommendation: This item will be discussed at the September 10, 2024. Utility Advisory Committee Meeting. Their recommendation will be presented 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 #4033-23

RFP# 2024-05

AWARDED ON: 11/13/2023

HAY'S PLUMBING & HEATING, INC

This Addendum entered into this **____Day of _____, 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 11/13/2023 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 WATER & SLUDGE TRANSFER AND TEMPORARY STORAGE

WHEREAS, the City and HAY'S PLUMBING & HEATING, INC now desire to extend the original Agreement/Contract for an additional year from **11/13/2024 thru: 11/12/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #4033-23

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **ON CALL WATER & SLUDGE TRANSFER AND TEMPORARY STORAGE,** 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 11/13/2023 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 11/13/2023 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

Agreement / Contract
No. 4033-23
City of Las Vegas
Date

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 13th day of November, 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 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.

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

1. Transfer sludge or water to a contractor provided holding tank from facilities such as, but not limited to basins, lagoons, clarifiers, clearwells or any other facility that has stored or flowing water/sludge.
2. Set Up and install a bypass system for continuous operations of treatment facilities.
3. Provide temporary dosing, flocculation, sedimentation, filtration, clarification or storage of water.
4. Restore the transferred water or sludge to the appropriate system.
5. Any other associated work necessary to allow for the bypass of basins, clarifiers, clearwells or any other facility that has stored or flowing water.

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.

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

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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.

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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:
Hays Plumbing & Heating Inc:

Signature

Printed Name: Randy Hays

Position: PM

Recommend signature

11/6/17

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:
Hays Plumbing & Heating Inc:

Signature

Printed Name: Randy Hays

Position: Pres

"ATTACHMENT "A"
Hays Plumbing & Heating Inc
Rate Schedule

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2024-05

On Call Water & Sludge Transfer and Temporary Storage

HAYS PLUMBING & HEATING, INC.

600 RAILROAD AVENUE
LAS VEGAS, NM 87701
505-425-7535 hays_plumbing@hotmail.com

DATE 10/30/23

SLUDGE HAULING RATES

CITY OF LAS VEGAS

DESCRIPTION OF WORK:
SLUDGE REMOVAL

PRODUCT #					COST
WILL LOAD AND HAUL OFF SLUDGE FROM THE NORTH OR SOUTH					
DIGESTER, THE GRAVITY THICKENER OR OPERATE AND REMOVE FROM					
THE CENTRIFUGE UTILIZING OUR OWN TRUCKS AND SLUDGE TRAILER					
WILL DISC INTO GROUND AT THE AIRPORT USING OUR EQUIPMENT					
INCLUDING:					
FURNISH AND INSTALL PADDLE METERS					
REQUIRED LOGS AND PAPERWORK					
REQUIRED PUMPS EXCEPT THE DIGESTER PUMP IN THE PUMPHOUSE					.25/GALLON
EXCLUDING:					
POLYMER					
TAXES					

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**

Approval Form

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

*Reviewed:

Leo Maestas, City Manager — Date: 11/13/23

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

Date Submitted: November 9, 2023

Department Submitting: Utilities Department Submitter: Benito Lujam

Documents To Be Reviewed: Contract for Hays Plumbing & Heating Inc for RFP On Call Water & Sludge Transfer and Temporary Storage

Deadline: _____

Submitter Comments: _____

☐ *Received by Human Resource:* _____ *Date* _____

City Manager / HR Comments: _____

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

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

☐ *Changes:* _____ Date: _____

1 _____ 11.13.2023

Attorney Review — Date

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

2 _____

Finance Director — Date

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

3 _____

Leo Maestas, City Manager — Date

☐ Received by City Clerk's Office Date: _____

(Only if being placed on the Agenda)

**This form must be submitted with an Attorney Review prior to review and approval by 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: September 11, 2024

Date Submitted: 08/30/24 **Department:** Utilities

Item/Topic: Addendum #3 to Contract #3850-22 with HDR Engineering, Inc. for water treatment plant facility planning, design and construction. RFP #2022-12 was awarded on 10/13/2021. Contract #3850-22 was signed on 10/13/21. The extended term of this agreement will be for 1 year.

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

Attachments: Addendum #1, Addendum #2, Addendum #3, Contract 3850-22.

Committee Recommendation: This item will be discussed at the September 10, 2024 Utility Advisory Committee Meeting. Their recommendation will be presented 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 _____

Revised October 2020

ADDENDUM #3

AGREEMENT/CONTRACT #3850-22

RFP# 2022-12

AWARDED ON: 10/13/2021

HDR ENGINEERING, INC

This Addendum entered into this _____ **Day of** _____**, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **HDR ENGINEERING, INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 10/13/2021 the City and HDR ENGINEERING, INC entered into an Agreement/Contract pursuant to a call for RFP in which HDR ENGINEERING, INC agreed to provide:

WTP FACILITY PLANNING DESIGN, CONSTRUCTION

WHEREAS, the City and HDR ENGINEERING, INC now desire to extend the original Agreement/Contract for an additional year from **10/13/2024 thru: 10/12/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3850-22.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **WTP FACILITY PLANNING DESIGN, CONSTRUCTION,** 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 10/13/2021 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 10/13/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

REVIEWED AND APPROVED:

_____

Tim Montgomery Date
City Manager

ATTEST:

_____

Casandra Fresquez Date
City Clerk

HDR ENGINEERING, INC

_____

_____

Title Date

DocuSign Envelope ID: CB67D4C8-3AED-4035-9569-BE43FE52D8E6

Agreement / Contract
No. 3850-22
City of Las Vegas
Date

ADDENDUM #2

AGREEMENT/CONTRACT #3850-22

RFP# 2022-12

AWARDED ON: 10/13/2021

HDR ENGINEERING, INC

This Addendum entered into this **13TH Day of October, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **HDR ENGINEERING, INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 10/13/2021 the City and HDR ENGINEERING, INC entered into an Agreement/Contract pursuant to a call for RFP in which HDR ENGINEERING, INC agreed to provide:

WTP FACILITY PLANNING DESIGN, CONSTRUCTION

WHEREAS, the City and HDR ENGINEERING, INC now desire to extend the original Agreement/Contract for an additional year from **10/13/2023 thru: 10/12/2024**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3850-22.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **WTP FACILITY PLANNING DESIGN, CONSTRUCTION,** as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

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2. That all of the provisions of the 10/13/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

REVIEWED AND APPROVED:

5/10/23

Leo Maestas Date
City Manager

ATTEST:

5/10/23

Casandra Fresquez Date
City Clerk

HDR ENGINEERING, INC

DocuSigned by:

D1FDA67B8981421...

Senior Vice President May 30, 2023 | 3:22 PM

Title Date

DocuSign Envelope ID: F093004F-0FFC-4007-A0A1-59A522E686E4

Agreement / Contract
No. 3850-22
City of Las Vegas
Date

ADDENDUM #1

AGREEMENT/CONTRACT #3850-22

RFP# 2022-12

AWARDED ON: 10/13/2021

HDR ENGINEERING, INC

This Addendum entered into this **13TH Day of October, 2022** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **HDR ENGINEERING, INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 10/13/2021 the City and HDR ENGINEERING, INC entered into an Agreement/Contract pursuant to a call for RFP in which HDR ENGINEERING, INC agreed to provide:

WTP FACILITY PLANNING DESIGN, CONSTRUCTION

WHEREAS, the City and HDR ENGINEERING, INC now desire to extend the original Agreement/Contract for an additional year from **10/13/2022 thru: 10/13/2023**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3850-22.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **WTP FACILITY PLANNING DESIGN, CONSTRUCTION,** 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 10/13/2021 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 10/13/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

REVIEWED AND APPROVED:

11/16/22

Leo Maestas Date
City Manager

HDR ENGINEERING, INC

DocuSigned by:

D1FBA67B8981421

Senior Vice President November 19, 2022 | 5:

Title Date

ATTEST:

11/16/22

Casandra Fresquez Date
City Clerk

Agreement / Contract
No. 3850-22
City of Las Vegas
Date

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND HDR ENGINEERING, 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 HDR Engineering, Inc. ("Contractor"), a Nebraska corporation, of 2155 Louisiana Boulevard NE, Suite 9500, Albuquerque, New Mexico, 87110, on this 13 day of October, 2021 ("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 City of Las Vegas, is soliciting proposals to perform Professional Engineering Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas Water Treatment Plant Facility. 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 Contractor shall include the following services:

a. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Utility Director or designee.
c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
d. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.

e. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
f. Provide technical assistance completing environmental reviews.
g. Provide assistance completing applications and obtain funding as needed.
h. Provide construction observation and inspection on various projects as requested by the City Utility Director or designee.
i. Provide technical assistance on various City projects being performed in-house as required and directed.
j. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
k. Provide construction phase engineering services.
l. Provide review of, assessment and approval of submittals and invoices.
m. Additional services as may be specifically requested by the City of Las Vegas.

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

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

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

C. Payment. Payment to Contractor shall be made by the City on a monthly basis within thirty (30) days upon receipt of Contractor's invoices.

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

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

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

3/10/22

Leo J. Maestas, City Manager

Attest:

Cassandra Fresquez by DS

Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

Scott Aaron, City Attorney

HDR ENGINEERING, INC.:

Signature

Printed Name: Aaron Meilleur, PE

Position: Senior Vice President

"ATTACHMENT "A"
HDR Engineering, Inc.
Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2022-12

ENGINEERING SERVICES FOR
THE CITY OF LAS VEGAS WATER TREATMENT PLANT

HDR Engineering, Inc. LABOR CLASSIFICATION	FULLY LOADED HOURLY RATE 2021 / 2022
Technical Specialist (PhD or Company Officer for Specialty Services)	$ 355.00
Project Principal	$ 299.00
Staff Engineer	$ 99.00
Staff Engineer 1	$ 121.00
Staff Engineer 2	$ 118.00
Staff Engineer 3	$ 137.00
Staff Engineer 4	$ 201.00
Project Engineer	$ 149.00
Project Engineer 1	$ 164.00
Project Engineer 2	$ 184.00
Project Engineer 3	$ 197.00
Project Engineer 4	$ 209.00
Project Engineer 5	$ 213.00
Project Engineer 6	$ 221.00
Senior Engineer	$ 231.00
Senior Engineer 1	$ 238.00
Senior Engineer 2	$ 263.00
Senior Engineer 3	$ 262.00
Senior Engineer 4	$ 275.00
Senior Engineer 5	$ 279.00
Senior Engineer 6	$ 304.00
Senior Technical Specialist	$ 442.00
Construction Inspector 1	$ 107.00
Construction Inspector 2	$ 136.00
Senior Construction Manager	$ 214.00
Construction Manager Specialist	$ 356.00
CADD Drafter 1	$ 98.00
CADD Drafter 2	$ 79.00
CADD Specialist 1	$ 135.00
CADD Specialsit 2	$ 143.00
Staff Adminstrator 1	$ 86.00
Staff Admminstrator 2	$ 121.00
Public Involvement Specialist 1	$ 127.00
Public Involvement Specialist 2	$ 170.00
Project Architect I	$ 176.00
Senior Architect I	$ 211.00
Staff Architect 1	$ 116.00
Staff Architect 2	$ 118.00
Staff Architect 3	$ 137.00
Project Admin I	$ 83.00
Project Admin II	$ 132.00
Project Admin III	$ 156.00

Notes:

1. *Direct expenses to be invoiced at cost.*
2. *Subconsultant fees to be determined on a task basis and invoiced at cost plus 10% markup.*
3. *Rates are subject to an annual increase of up to 4%.*
4. *Rates do not include NMGRT.*
5. *Lodging, mileage, and other miscellaneous expenses to be reimbursed at cost.*

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

MEMORANDUM

TO: Leo J. Maestas, City Manager

FROM: Marvin Cordova, Utilities Project Manager

THRU: Maria Gilvarry, Utilities Director

DATE: March 1, 2022

RE: Professional Services Agreement with HDR Engineering Inc.

This Professional Service Agreement with HDR Engineering Inc. for RFP 2022-12 Engineering Services for City of Las Vegas Water Treatment Plant.

The approved edits to the PSA requested by HDR were approved on Oct 29 and an email was sent to HDR requesting signature. The contract was never signed until the PM office realized the contract had not been mailed back to the City as requested (Dec 30, 2021). Several calls were made to HDR with no response until February 21. HDR did locate the approved PSA in their Office but it had not been returned to the City. The signed copy was received by the Utility PM office on Feb 28. The contract will be effective on the date the City Council approved it in Oct 2021.

Feel free to contact me with any questions. Thank you.

XC: File

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Elaine Rodriquez
Councilor Ward 3

David G. Romero
Councilor Ward 4

Approval Form

Date Submitted: March 1, 2022

Department Submitting: Utilities Department Submitter: Marvin Cordova

Date Re-Submitted after Changes:_____

Documents To Be Reviewed: Professional Service Agreement Deadline:_____

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

_____

Comments: Professional Service Agreement with HDR Engineering, Inc.

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

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

☐ ***Changes:***_____ Date:_____

1 _____ _____

Scott Aaron, City Attorney Review Date

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

2 _____ _____

Jesus Baquera, Finance Director Date

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

3 _____ _____

Leo Maestas, City Manager Date

☐ Picked Up By (*after CA review*): _____ Date:_____

☐ Hand Delivered By: _____ Date:_____

(1) Received By:_____ Dept:_____ Date:_____

(2) Received By:_____ Dept:_____ Date:_____

(3) Final Pick Up By:_____ Dept:_____ Date:_____

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 11, 2024

Date Submitted: 08/30/24 **Department:** Utilities

Item/Topic: Addendum #1 to Contract #4010-23 with Combee Automation & Integration for professional services for Allen Bradley PLC. RFP #2023-21 was awarded on 09/13/23. Contract #4010-23 was signed on 09/13/23. The extended term of this agreement will be for 1 year.

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

Attachments: Addendum #1, Contract 4010-23.

Committee Recommendation: This item will be discussed at the September 10, 2024. Utility Advisory Committee Meeting. Their recommendation will be presented at the council meeting.

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

ADDENDUM #1

AGREEMENT/CONTRACT #4010-23

RFP# 2023-21

AWARDED ON: 9/13/23

COMBEE AUTOMATION & INTEGRATION

This Addendum entered into this _____**Day of** _____**, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **COMBEE AUTOMATION & INTEGRATION** hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 09/13/2020 the City and CODY COMBEE AUTOMATION & INTEGRATION, INC entered into an Agreement/Contract pursuant to a call for RFP in which CODY COMBEE AUTOMATION & INTEGRATION, INC agreed to provide:

PROFESSIONAL SERVICES FOR ALLEN BRADLEY PLC

WHEREAS, the City and CODY COMBEE AUTOMATION & INTEGRATION, INC now desire to extend the original Agreement/Contract for an additional year from **09/13/2024 thru: 09/12/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #4010-23.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL SERVICES FOR ALLEN BRADLEY PLC,** 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 09/13/2023 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 09/13/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

CODY COMBEE AUTOMATION & INTEGRATION, INC

REVIEWED AND APPROVED:

_____

_____ _____

Tim Montgomery Date
City Manager

Title Date

ATTEST:

_____

Casandra Fresquez Date
City Clerk

Agreement / Contract
No. 4010-23
City of Las Vegas
Date

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND COMBEE AUTOMATION & INTEGRATION

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 Combee Automation & Integration ("Contractor'), of 898 9th Street Penrose, Colorado 81240, on this 13th day of September, 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 duties of the offeror shall include the following:

1. Address issues with Allen-Bradley PLC, instrumentation equipment and software. Emergencies require response time to request for service within 24 hours through phone and/or remote access support and as required physical response and 48 hours for non-emergencies.
2. Provide SCADA, control and instrumentation installation services including installation of software modules, SCADA software programming and configuration, PLC programming and configuration, and on-site services in support of commissioning any control systems at City facilities.
3. Tasks include maintenance work such as: inspecting, assessing, repairing, set points, replacing or installing of all programmable instruments found in water and waste water applications or other applications as needed.
4. Provide calibration, start-up and maintenance services, and on-going support for control panels, instrumentation, Programmable Logic Controllers (PLCs)/ transmitters, custom instrumentation panels including plumbing, valves and wiring.
5. Provide applicable user training for any software or hardware upgrades and replacements. Ensure required user operation and maintenance manuals and supporting documents are updated and provide to the waste water plant manager/ supervisor.

6. 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.
7. 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. Prices are subject to change. Contractor must submit rate changes to the City for approval 90 days prior to annual of contract.

E. 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/her negligent 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: Cody Combee

Position: Proprietor, Engineer

"ATTACHMENT "A"

Combee Automation & Integration Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2023-21

ALLEN-BRADLEY PROGRAMMABLE CONTROLLER & PRODUCTS

RATES FOR SERVICE BROKEN DOWN

"ATTACHMENT "A"

Combee Automation & Integration Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2023-21

ALLEN-BRADLEY PROGRAMMABLE CONTROLLER & PRODUCTS

RATES FOR SERVICE BROKEN DOWN

HOURLY RATES

Labor Rates (per hour)

Instrumentation and Control Engineer	$167.00
Design Engineer	$175.00
Communications Specialist	$145.00
Instrumentation and Control Engineer Tech	$125.00
Project Coordinator	$145.00
Administrative	$65.00
Overtime* (unscheduled, and outside normal business hours)	1.5 x rate

Reimbursable Expense Rates

Transportation	$0.70/mile
Laser Printout / photocopies	$0.30/copy
Plotter Printout	$1.00/s.f.
Cell Modem	$75.00/month
Outside Services	Cost + 10%
Parts and supplies	Cost + 10%

Approval Form

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

*Reviewed: for ERM 08.29.2023

Leo Maestas, City Manager — Date

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

Date Submitted: 8/29/2023

Department Submitting: Utilities Department Submitter: Benito Lujan

Documents to be reviewed: Contract for Allen Bradley Programmable Services

Deadline: _____

Submitter Comments: _____

☐ *Received by Human Resource* *Date:* _____

City Manager / HR Comments: _____

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

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

☐ *Changes:* _____ Date: _____

1 Rachael DVanVleet — 09.13.2023

Attorney Review — Date

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

2 _____ _____

Finance Director — Date

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

3 _____ _____

Leo Maestas, City Manager — Date

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

**This form must be submitted with an Attorney Review prior to review and approval by 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: 9/11/24

Date Submitted: 9/21/24 **Department:** Public Works Department

Item/Topic: Request approval of Addendum #1 for a one year extension to contract # 4019-23 awarded to Molzen/Corbin and Associates for engineering services for the Public Works Department.

Fiscal Impact: None

Attachments: Contract, addendum #1

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

Revised October 2022

ADDENDUM #1
AGREEMENT/CONTRACT # 4019-23
RFP # 2024-02
AWARDED ON: 09/27/23
VENDOR NAME: MOLZEN/CORBIN & ASSOCIATES

This Addendum to Agreement/Contract entered into this ____ day of September, 2024 by and between the City of Las Vegas, a Municipal Corporation, hereinafter termed "City" and Molzen/Corbin hereinafter termed "Contractor…",

RECITALS

WHEREAS, under the date of 09/27/2023 the City and Contractor entered into an Agreement pursuant to a call for RFP in which Contractor provided the services detailed in Article I and II (scope of work) of Agreement # 4019-23, with the Agreement being amended by Addendum #1 dated as of the Effective Date;

WHEREAS, the City and the Contractor now desire to extend the original Agreement/Contract for an additional year from 09/27/24 thru: 09/____/2025.

WHEREAS, the City and Contractor have agreed upon original terms/scope of agreement #4019-23,

WHEREAS, the City and Contractor agree to the following method of payment: the total amount of compensation for the services detailed in Article I of Agreement # 4019-23, shall not exceed the original amount detailed in Agreement #4019-23.

NOW, THEREFORE, the parties agree as follows:

1. **Agreement #4019-23 shall be extended from 09/27/2024 to 09/___/2025.**
2. **The total amount of compensation pursuant to this addendum shall not exceed the original amount detailed in in Agreement #4019-23.**
3. **This addendum and the original agreement constitutes 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.**
4. **That all of the provisions of the 09/27/23 Agreement not inconsistent herewith remain in full force and effect.**

REVIEWED & APPROVED:

City of Las Vegas

_____

Tim Montgomery, City Manager

Molzen/Corbin

_____

_____

(print name)

_____

Title

ATTEST:

_____

Casandra Fresquez, City Clerk

Approved as to legal sufficiency only:

_____

City Attorney

Agreement / Contract
No. 4019-23
City of Las Vegas
Date

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND MOLZEN CORBIN & ASSOCIATES.

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, ("Contractor'), a New Mexico corporation, of Molzen Corbin & Associates 2701 Miles Road SE, Albuquerque, New Mexico, 87109, on this 27th day of September, 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 WORK

The duties of the Contractor shall include the following services:

a. Provide day to day consultation as requested by the City Public Works Director or designee. Attendance at necessary staff and/or Council meetings may be required.
b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Public Works Director or designee.
c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
d. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
e. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
f. Provide technical assistance completing environmental reviews.
g. Provide assistance completing applications and obtain funding as needed.
h. Provide construction observation and inspection on various projects as requested by the City Public Works Director or designee.
i. Provide technical assistance on various City projects being performed in-house as

required and directed.

j. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
k. Provide construction phase engineering services.
l. Provide review of, assessment and approval of submittals and invoices.
m. Additional services as may be specifically requested by the City of Las Vegas.

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

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

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

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

D. Contractor agrees that upon final payment of the amount due under this Agreement, Contractor releases the City from all 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.

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

Leo J. Maestas, City Manager

Attest:

Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

City Attorney

CONTRACTOR:

Signature K. W. E+

Printed Name: KEVIN W. EADES

Position: CEO

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF JULY 1, 2023

DEPARTMENT	BILLING CATEGORIES	2023 RATES
Architectural	Senior Principal Architect	260
	Principal Architect	240
	Senior Architect	200
	Project Architect	160
	Registered Architect	150
	Intern Architect 2	115
	Intern Architect 1	90
	Senior Architectural Designer	135
	Architectural Designer I	130
	Planner	105
	Landscape/Irrigation Designer	105
Civil Engineering	Senior Principal Engineer	260
	Principal Engineer	240
	Senior Engineer	220
	Project Engineer	180
	Professional Engineer	155
	Engineering Intern II	135
	Engineering Intern I	125
	Senior Civil Design Specialist	165
	Engineering Design Specialist	140
	Senior Engineering Design Tech	145
	Engineering Design Tech	110
	Associate Engineering Design Tech	90
Electrical Engineering	Senior Principal Engineer	260
	Principal Engineer	240
	Senior Engineer	200
	Project Engineer	175
	Professional Engineer	155
	Engineering Intern II	135
	Engineering Intern I	120
	Engineering Design Specialist	140
	Engineering Design Tech	110
	Associate Engineering Design Tech	90
Mechanical	Senior Mechanical Engineer	185
Water Resource Engineering	Senior Principal Engineer	260
	Principal Engineer	240
	Senior Engineer	220
	Project Engineer	175
	Professional Engineer	155
	Engineering Intern II	135
	Engineering Intern I	125
	Sr. Engineering Design Specialist	160
	Engineering Design Specialist	135
	Engineering Design Tech	110
	O & M Specialist	110
	Associate Engineering Design Tech	90
CADD / Survey	CADD Operator II	80
	CADD Operator I	70
	Survey Technician	105
	Two Person Survey Crew	210
	Two Person GPS Survey Crew	235
	Licensed Surveyor	220
Construction Observation	Senior Observer/Manager	105
	Senior Observer	100
	Observer	95
Administration	Administrative Aide II	75
	Administrative Aide I	55
	Administrative Support	100
	Grants/Technical Administrator	110
	Computer Technician	120
	Senior Technical Writer / Editor	95

Miscellaneous Expenses		
Copies	Per Copy	$0.11
Color Copies	Per 8 1/2 x 11 Copy	$1.00
Color Copies	Per 11 x 17 Copy	$2.00
Prints/Plots(24x36)	Per Sheet	$3.00
Mileage	Per Mile (per IRS)	
Sub-Consultants	Cost x 1.1	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Eloise Hughes	
Professional Liability Insurers, Inc. 6101 Moon Street NE Suite 1000 Albuquerque NM 87111	PHONE (A/C, No, Ext): 505-822-8114	FAX (A/C, No): 505-822-0341
	E-MAIL ADDRESS: ehughes@cressinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Donegal Insurance Company	13692
INSURER B : NM Premier Insurance Co	13675
INSURER C : AXA Insurance Company	33022
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Molzen-Corbin & Associates Inc
2701 Miles Road SE
Albuquerque NM 87106
MOLZ&AS-01

COVERAGES **CERTIFICATE NUMBER:** 818428608 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		BSD9257861	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA9257861	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CXL9257861	12/31/2022	12/31/2023	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		64411.115	1/1/2023	1/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			DPR5007227	12/31/2022	12/31/2023	Each Claim Aggregate	2,000,000 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured with respect to General Liability as required by written contract. RE: Public Works Retainer.

CERTIFICATE HOLDER

City of Las Vegas
1700 North Grand Ave
Las Vegas NM 87701
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

*Reviewed:

Tim Montgomery, City Manager — 08/13/2024 Date

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

Date Submitted: August 12, 2024

Department Submitting: Public Works Submitter: Daniel Gurule

Documents to be reviewed: **Addendum #1 Engineering Services for the Public Works Department**

Deadline: **ASAP**

Submitter Comments: _____

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: _____ Date: _____

1 _____ 08/13/2024
Attorney Review **Date**

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

2 _____ 8-20-24
Finance Director **Date**

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

3 _____ _____
Tim Montgomery, City Manager **Date**

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

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

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: 9/11/24

Date Submitted: 9/21/24 **Department:** Public Works Department

Item/Topic: Request approval of Addendum #1 for a one year extension to contract # 4020-23 awarded to Molzen/Corbin for engineering services for the City of Las Vegas Municipal Airport.

Fiscal Impact: None

Attachments: Contract, addendum #1

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 _____

Revised October 2022

ADDENDUM #1
AGREEMENT/CONTRACT # 4020-23
RFP # 2024-04
AWARDED ON: 09/27/23
VENDOR NAME: MOLZEN/CORBIN & ASSOCIATES

This Addendum to Agreement/Contract entered into this ____ day of September, 2024 by and between the City of Las Vegas, a Municipal Corporation, hereinafter termed "City" and Molzen/Corbin hereinafter termed "Contractor...",

RECITALS

WHEREAS, under the date of 09/27/2023 the City and Contractor entered into an Agreement pursuant to a call for RFP in which Contractor provided the services detailed in Article I and II (scope of work) of Agreement # 4020-23, with the Agreement being amended by Addendum #1 dated as of the Effective Date;

WHEREAS, the City and the Contractor now desire to extend the original Agreement/Contract for an additional year from 09/27/24 thru: 09/____/2025.

WHEREAS, the City and Contractor have agreed upon original terms/scope of agreement #4020-23,

WHEREAS, the City and Contractor agree to the following method of payment: the total amount of compensation for the services detailed in Article I of Agreement # 4020-23, shall not exceed the original amount detailed in Agreement #4020-23.

NOW, THEREFORE, the parties agree as follows:

1. **This addendum and the original agreement constitutes 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 09/27/23 Agreement not inconsistent herewith remain in full force and effect.**

REVIEWED & APPROVED:

City of Las Vegas

_____

Tim Montgomery, City Manager

Molzen/Corbin

_____

_____

(print name)

_____

Title

ATTEST:

_____

Casandra Fresquez, City Clerk

Approved as to legal sufficiency only:

08/14/2024

City Attorney

Agreement / Contract
No. 4020-23
City of Las Vegas
Date

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND MOLZEN CORBIN & ASSOCIATES (AIRPORT).

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 Molzen Corbin & Associates ("Contractor'), a New Mexico corporation, of 2701 Miles Road SE, Albuquerque, New Mexico, 87109, on this 27th day of September, 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 WORK

SPECIFIC PROJECT LIST:

a. Airfield signage and lighting rehab
b. Taxiway B relocation
c. Wildlife fencing
d. Apron and taxiway pavement maintenance
e. RWY 2020 and RWYT 14-32 pavement maintenance
f. Prepare Disadvantage Business Enterprise (DBE) program and project specific DBE Goals
g. Prepare and update Airport SWPPPs
h. Environmental services, excluding project specific Environmental Impact Statements
i. Update Airport layout plan
j. Airport GIS
k. Other project that may be approved over the 4 year contract for services

The above-contemplated project are dependent upon federal Airport Improvement Program (AIP) funding and New Mexico Department of Transportation-Aviation Division (NMAD) funding approval of the Sponsor, so it shall be understood that some of the services related to the above-listed projects may be deleted and that the Sponsor reserves the right to initiate additional services not included in the initial procurement.

The duties of the Contractor shall include the following services:

a. Provide day to day consultation as requested by the City Public Works Director or designee. Attendance at necessary staff and/or Council meetings may be required.
b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Public Works Director or designee.
c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
d. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
e. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
f. Provide technical assistance completing environmental reviews.
g. Provide assistance completing applications and obtain funding as needed.
h. Provide construction observation and inspection on various projects as requested by the City Public Works Director or designee.
i. Provide technical assistance on various City projects being performed in-house as required and directed.
j. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
k. Provide construction phase engineering services.
l. Provide review of, assessment and approval of submittals and invoices.
m. Additional services as may be specifically requested by the City of Las Vegas.

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

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

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

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

D. Contractor agrees that upon final payment of the amount due under this Agreement, Contractor releases the City from all 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 CONTRACTOR:

Leo J. Maestas, City Manager

Attest:

Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

City Attorney

Signature K-W.E-

Printed Name: KEVIN W. EADES

Position: CEO

"ATTACHMENT "A"
MOLZEN CORBIN & ASSOCIATES.
Cost Proposal

Professional Services Agreement with Molzen Corbin & Associates (Airport)

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF JULY 1, 2023

DEPARTMENT	BILLING CATEGORIES	2023 RATES
Architectural	Senior Principal Architect	260
	Principal Architect	240
	Senior Architect	200
	Project Architect	160
	Registered Architect	150
	Intern Architect 2	115
	Intern Architect 1	90
	Senior Architectural Designer	135
	Architectural Designer I	130
	Planner	105
	Landscape/Irrigation Designer	105
Civil Engineering	Senior Principal Engineer	260
	Principal Engineer	240
	Senior Engineer	220
	Project Engineer	180
	Professional Engineer	155
	Engineering Intern II	135
	Engineering Intern I	125
	Senior Civil Design Specialist	165
	Engineering Design Specialist	140
	Senior Engineering Design Tech	145
	Engineering Design Tech	110
	Associate Engineering Design Tech	90
Electrical Engineering	Senior Principal Engineer	260
	Principal Engineer	240
	Senior Engineer	200
	Project Engineer	175
	Professional Engineer	155
	Engineering Intern II	135
	Engineering Intern I	120
	Engineering Design Specialist	140
	Engineering Design Tech	110
	Associate Engineering Design Tech	90
Mechanical	Senior Mechanical Engineer	185
Water Resource Engineering	Senior Principal Engineer	260
	Principal Engineer	240
	Senior Engineer	220
	Project Engineer	175
	Professional Engineer	155
	Engineering Intern II	135
	Engineering Intern I	125
	Sr. Engineering Design Specialist	160
	Engineering Design Specialist	135
	Engineering Design Tech	110
	O & M Specialist	110
	Associate Engineering Design Tech	90
CADD / Survey	CADD Operator II	80
	CADD Operator I	70
	Survey Technician	105
	Two Person Survey Crew	210
	Two Person GPS Survey Crew	235
	Licensed Surveyor	220
Construction Observation	Senior Observer/Manager	105
	Senior Observer	100
	Observer	95
Administration	Administrative Aide II	75
	Administrative Aide I	55
	Administrative Support	100
	Grants/Technical Administrator	110
	Computer Technician	120
	Senior Technical Writer / Editor	95

Miscellaneous Expenses		
Copies	Per Copy	$0.11
Color Copies	Per 8 1/2 x 11 Copy	$1.00
Color Copies	Per 11 x 17 Copy	$2.00
Prints/Plots(24x36)	Per Sheet	$3.00
Mileage	Per Mile (per IRS)	
Sub-Consultants	Cost x 1.1	

MASTER AGREEMENT FOR ENGINEERING SERVICES FOR THE LAS VEGAS MUNICIPAL AIRPORT

EXHIBIT V

FAA MANDATORY CONTRACTUAL REQUIREMENTS

TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies. and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions**. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

FEDERAL LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The consultant has full responsibility to monitor compliance to the referenced statute or regulation. The consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R. unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

End of Exhibit V

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Professional Liability Insurers, Inc.
6101 Moon Street NE
Suite 1000
Albuquerque NM 87111

CONTACT NAME: Eloise Hughes
PHONE (A/C, No, Ext): 505-822-8114 **FAX (A/C, No):** 505-822-0341
E-MAIL ADDRESS: ehughes@cressinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Donegal Insurance Company	13692
INSURER B : NM Premier Insurance Co	13675
INSURER C : AXA Insurance Company	33022
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MOLZ&AS-01
Molzen-Corbin & Associates Inc
2701 Miles Road SE
Albuquerque NM 87106

COVERAGES **CERTIFICATE NUMBER:** 812215538 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		BSD9257861	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA9257861	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CXL9257861	12/31/2022	12/31/2023	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		64411.115	1/1/2023	1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			DPR5007227	12/31/2022	12/31/2023	Each Claim Aggregate	2,000,000 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured with respect to General Liability as required by written contract. RE: Airport Retainer

CERTIFICATE HOLDER

City of Las Vegas
1700 North Grand Ave
Las Vegas NM 87701
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

*Reviewed: _____ 08/13/2024
Tim Montgomery, City Manager — Date
(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)

Date Submitted: August 12, 2024

Department Submitting: Public Works Submitter: Daniel Gurule

Documents to be reviewed: **Addendum #1 Engineering Services for the City of Las Vegas Municipal Airport**

Deadline: **ASAP**

Submitter Comments: _____

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: _____ Date: _____

1 _____ 08/14/2024
Attorney Review — **Date**

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

2 _____ 8-20-24
Finance Director — **Date**

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

3 _____ _____
Tim Montgomery, City Manager — **Date**

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

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

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 11, 2024

Date Submitted: 8/30/24 **Department:** Community Development

Item/Topic: Conduct a public hearing and approval of Resolution No. 24-26 to uphold or overturn the Board of Adjustment's decision to approve the application for a Special use permit as submitted by Billy G. Rogers.

The application submitted by Mr. Rogers is for a crematory at 2315 Hot Springs Blvd. Las Vegas, NM. The City of Las Vegas received a formal appeal on August 2, 2024 objecting to the decision made by the Planning and Zoning Board of Adjustment on July 29, 2024.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:

Department Director

Reviewed By:

Finance Director

City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

Continued : _____
Referred To: _____
Denied _____
Other _____

Revised October 2022

Planning and Zoning
RECORD PROPER

Applicant/ Petitioner.....Billy G. Rogers

Property Owner.....Billy G. Rogers

Location.....2315 Hot Springs Blvd

ACTION REQUESTED

Mr. Billy G. Rogers submitted a Conditional Use/ Special Use permit to the City of Las Vegas for the placement of a Crematorium at Gonzales Funeral Home.

BACKGROUND

Mr. Rogers had previously in 2006 come forward with the same type of application to place a Crematorium at Gonzales Funeral home at that meeting is was approved by the Board of Adjustment, however Mr. Rogers never got around to get the crematorium installed and as stated in Ordinance 450-77 once a special use permit has been approved the applicant has one year to complete if not the application becomes null and void, therefore Mr. Rogers had to reapply and was once again approved however an appeal was filed in regards to the Board of adjustments decision.

EXHIBITS

Exhibit No.	Description, Document name, date, and number of pages
1	Special Use Permit (6 pages)
2	Letter of Appeal from Mrs. Sanchez (1 page)
3	Property Over Head Pictures, 1 page
4	Property Pictures actuals, 4 pages
5	Letter to Mr Billy G. Rogers
6	Letter to Mrs. Fabiola Sanchez
7	Pictures of Crematorium (3 pages)
8	Mercury Facts delivered by Billy Rogers (10 pages) back and front
9	Picture of Public Notice, Old Optic Article, City Code 450-77 (4 pages)
10	Packet sent provided by Mrs. Sanchez (36 pages)
11	Pictures of building (4 pages)
12	Resolution 24-26

Ex 1

CITY OF LAS VEGAS
SPECIAL USE PERMIT
APPLICATION

NOTE: $125.00 application fee as per ordinance No. 04-13, adopted August 18, 2004.

UNFINISHED BUSINESS:

NEW BUSINESS:

MISCELLANEOUS:

ADJOURMENT:

The Board of Adjustment and Planning Zoning Commission may convene in Executive Session if the subject matter of such discussion or action is exempted from the Open Meetings Requirement under Section 10-15-1 (H) of the Open Meetings Act.

Note: Action of the Planning & Zoning Commission is not final, but is a recommendation to the City Council. Zoning hearings before the City Council are held the third Wednesday of each month at 6:00 p.m. in the Council Chambers, City Hall, 1700 North Grand Ave. Special Use or Conditional Use Permits, Variances and Appeals are heard by the Board of Adjustment and are final, however, any person aggrieved by a decision of the Board of Adjustment may appeal the decision to City Council

Applicants Guide to Submitting for a SPECIAL USE PERMIT

Special Use Permit

A permit required as prerequisite to the establishment of certain uses in certain zoning districts. Uses requiring a special use permit are specified by zoning district and can be found in the City of Las Vegas Zoning Ordinance. Special uses are uses of land that have the potential to be incompatible with the surrounding neighborhood. These uses have different characteristics than the surrounding neighborhood including the potential to increase traffic, noise, or lighting glare, and may not be suitable for all areas.

Application Process

Special Use Permit applications can be obtained from the City Community Development Department, 1700 North Grand Ave., or on the City of Las Vegas website at www.lasvegasnm.gov under Community Development Forms. Review request with Zoning Official. Complete and submit application including:

- Letter of Intent
- Address
- Property size/acreage
- Copy of current deed to the land and authorization form (if applicant and owner are not the same)
- Zoning classification
- Site Plan
- Current use of property
- Surrounding land use
- Fees: $125*

***NOTE: Application fees are non-refundable. There are no guarantees that your application will be approved.**

Application Review Process

Completed application *may* be reviewed by the *Development Review Team where recommendations will be made to insure compliance with Development Standards for presentation to the Board of Adjustment. **All Special Use Permit applications must be filed with zoning staff the first day of the month, or earlier. If deadline is not met for filing, proposals will be subject to a continuation at the following month's Board of Adjustment meeting.**

The Development Review Team *DRT meets the second Tuesday of each month at 10:00 a.m., and the Planning and Zoning Commission (Board of Adjustment) meets the last Monday of each month (excluding holidays) at 4:00 p.m. in City Council Chambers 1700 North Grand Ave.

SPECIAL NOTE:

The applicant shall demonstrate that the considerations listed below have been addressed. If an application is ...ied, the Board of Adjustment shall specify in its findings which of these considerations, if any were not ...equately addressed:

1. **CIRCULATION:** Number and location of access points to the property and the proposed structures, with particular references to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire.
2. **PARKING AND LOADING:** Location of off street parking and loading areas.
3. **EFFECT ON ADJACENT OR NEIGHBORING PROPERTY:** Effects of the proposed use on nearby property, including, but not limited to the effects of noise, glare, odor and traffic.
4. **SERVICE ENTRANCES AND AREAS:** Locations of refuse and service areas with particular reference to ingress and egress of service vehicles.
5. **UTILITIES:** Location and availability of utilities.
6. **SCREENING AND LANDSCAPING:** Installation of screening and fencing where necessary to protect adjacent property.
7. **SIGNS AND LIGHTING:** Locations of exterior lighting and signs with reference to glare, traffic safety, economic effect and compatibility with other properties in the area.
8. **OPEN SPACE:** Location of required yards and other open spaces and preservation of existing trees and other natural features.
9. **COMPATIBILITY:** The level of general compatibility with nearby properties and the appropriateness of the use in relationship to other properties.
10. **ANY OTHER REVIEW FACTORS WHICH THE BOARD OF ADJUSTMENT CONSIDERS TO BE APPROPRIATE TO THE PROPERTY IN QUESTION.**

VIOLATIONS OF ANY OF THE CONDITIONS SHALL BE TREATED IN THE SAME MANNER AS OTHER VIOLATIONS OF ORDINANCE NO. 03-01.

Staff Review Process

1. After an application is accepted as complete, community development staff will schedule the request on the Board of Adjustment agenda. (note: any application found to be incomplete shall be rescheduled for the following month)
2. Zoning staff will:
   a. Advertise the public hearing once in the local newspaper having a general circulation in the city, fifteen (15) days-before the public hearing.
   b. Post sign(s) on the property fifteen (days) prior to the public hearing, indicating notice of proposed special use permit.
   c. Send written notice to all adjacent property owners.
   d. Staff will present your application to the Board of Adjustment at a public hearing usually the last Monday of the month. Either the applicant or a representative should attend the public hearing to answer any questions regarding you application.
3. The Board of Adjustment will make a determination to grant the permit with conditions or to deny the permit. If the permit is granted construction work is to proceed within six (6) months after issuance of the special use permit. If permit is denied applicant may appeal the decision to the City Council. This would require staff follow the same notification procedures as mentioned above. (note: any opponents of a special use permit application may also appeal any decision made by the Board of Adjustment)

REQUEST FOR SPECIAL USE OR CONDITIONAL USE PERMIT APPLICATION

APPLICANT'S DATA:

Name of applicant: Billy G. Rogers d/b/a Gonzales Funeral Home, Inc.

Address: 2315 Hot Springs Blvd.

City: Las Vegas **State:** NM **Zip code:** 87701

What is your interest in this property? X **Owner?** ___ **Purchaser?** ___ **Seller?** ___ **Other?**

Address of proposed property, if any: 2315 Hot Springs Blvd.

Name of owner if different than applicant: _____

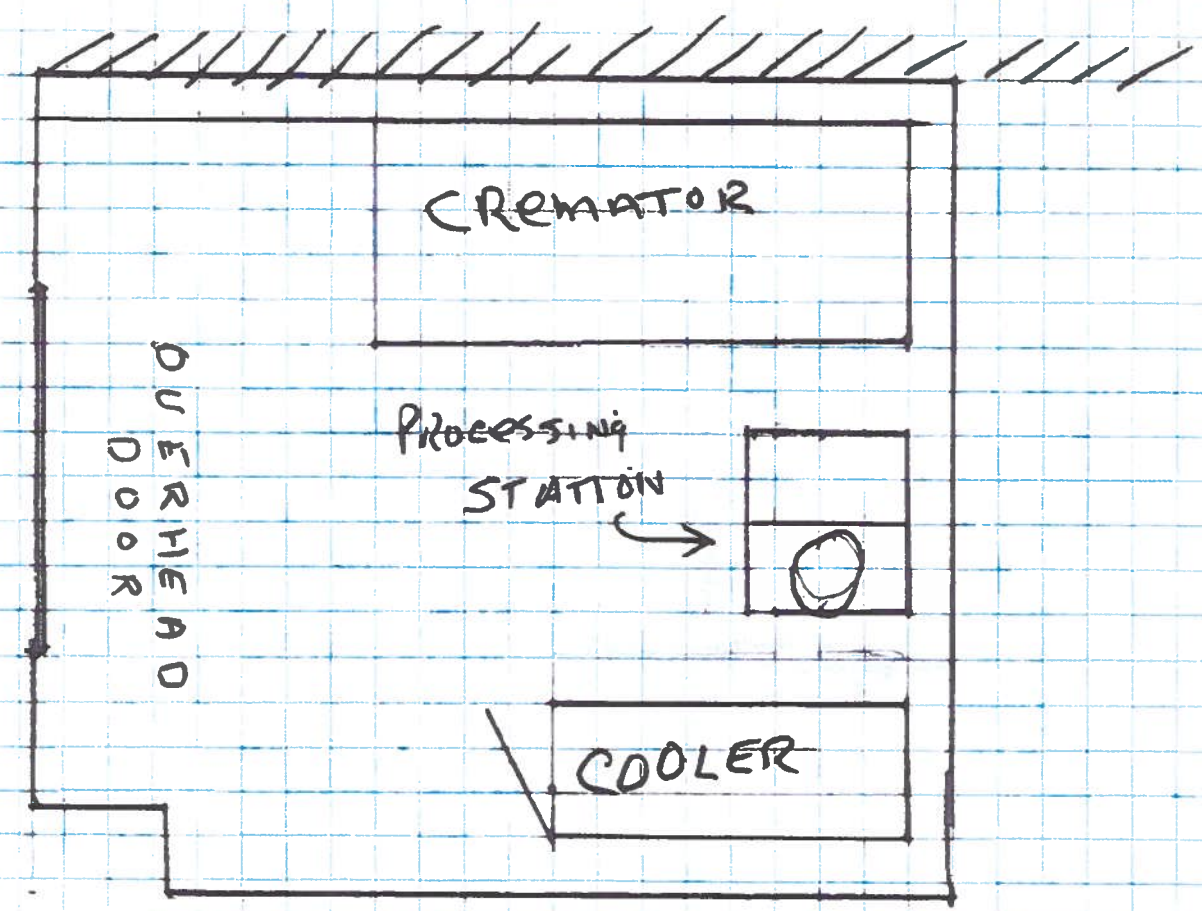
NOTE: APPLICANT REQUESTING SPECIAL USE PERMIT OR CONDITIONAL USE PERMIT TO OPERATE ON THE PROPERTY DESCRIBED HEREIN WILL COMPLY WITH ALL THE CITY OF LAS VEGAS ZONING ORDINANCE AND AMENDMENTS THERETO.

Please provide a copy of the deed to the proposed property

What is the present use of the property? Commercial
(residential, commercial, etc)

Please describe what your intent is for this property in order to understand why you have applied for the special use permit or the conditional use permit.

Present Zoning Ordinances do not provide for zoning of Crematories. The intended use of the Special Use Permit is For A Crematory.


CREMATOR
OVERHEAD DOOR
PROCESSING STATION
COOLER

Ex 2

RECEIVED
AUG 02
City Clerks 7:21

Fabiola Sanchez
2317 Church Street
Las Vegas, New Mexico 87701

Carmen Gomez
2321 Church Street
Las Vegas, New Mexico 87701

City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

August 2, 2024

ATTN: Lucas Marquez

Mr. Marquez

I would like to lodge a formal objection to the decision made Monday, July 29, 2024 by the Board of Adjustment / Planning & Zoning Commission concerning the approval for a Special Use Permit for a Crematorium to be located at 2315 Hot Springs Blvd.

Mr. Rogers from Gonzales Funeral Home made a request that his previous permit issued, which had expired, be renewed for his installation of a crematorium at his present business location.

I had the opportunity to have my objection heard by the Board of Adjustment/ Planning & Zoning. I requested they table the decision until their next meeting giving them time to do some research or give me time to prepare and present research on the toxic emissions this crematory would produce such as, according to the Cremation Society of Milwaukee, a typical cremation is responsible for the emission of around 534 pounds of carbon dioxide into the environment. Also, that it would emit mercury, an extremely hazardous pollutant, into the atmosphere. . . Into the air we breathe. This would affect all of Las Vegas, but especially our neighborhood and an elementary school just 2 blocks away. I tried to present some research but because I did not have back-up information with me, Mr. Travis dismissed the information I presented while Mr. Rogers presented information from a report he had and the Board never asked him for the report. I asked Mr. Rogers for the report during the meeting and he said he would provide a copy for me but after the meeting Mrs. Rogers told me I could find the report myself. Mr. Rogers, himself objected to the opening a crematory a couple of years ago when Geno Martinez applied to open one at the mortuary located at the old Joe's Ringside building.

While I do not oppose cremations, I do not think it should be housed in a completely residential area with a school just two blocks away. Maybe they can house it where Medite was housed, where everyone thought the pollution would be safely separated from the population.

We request that this matter be heard and discussed at the next City Council Meeting, August 20, 2024.

Sincerely concerned citizens,

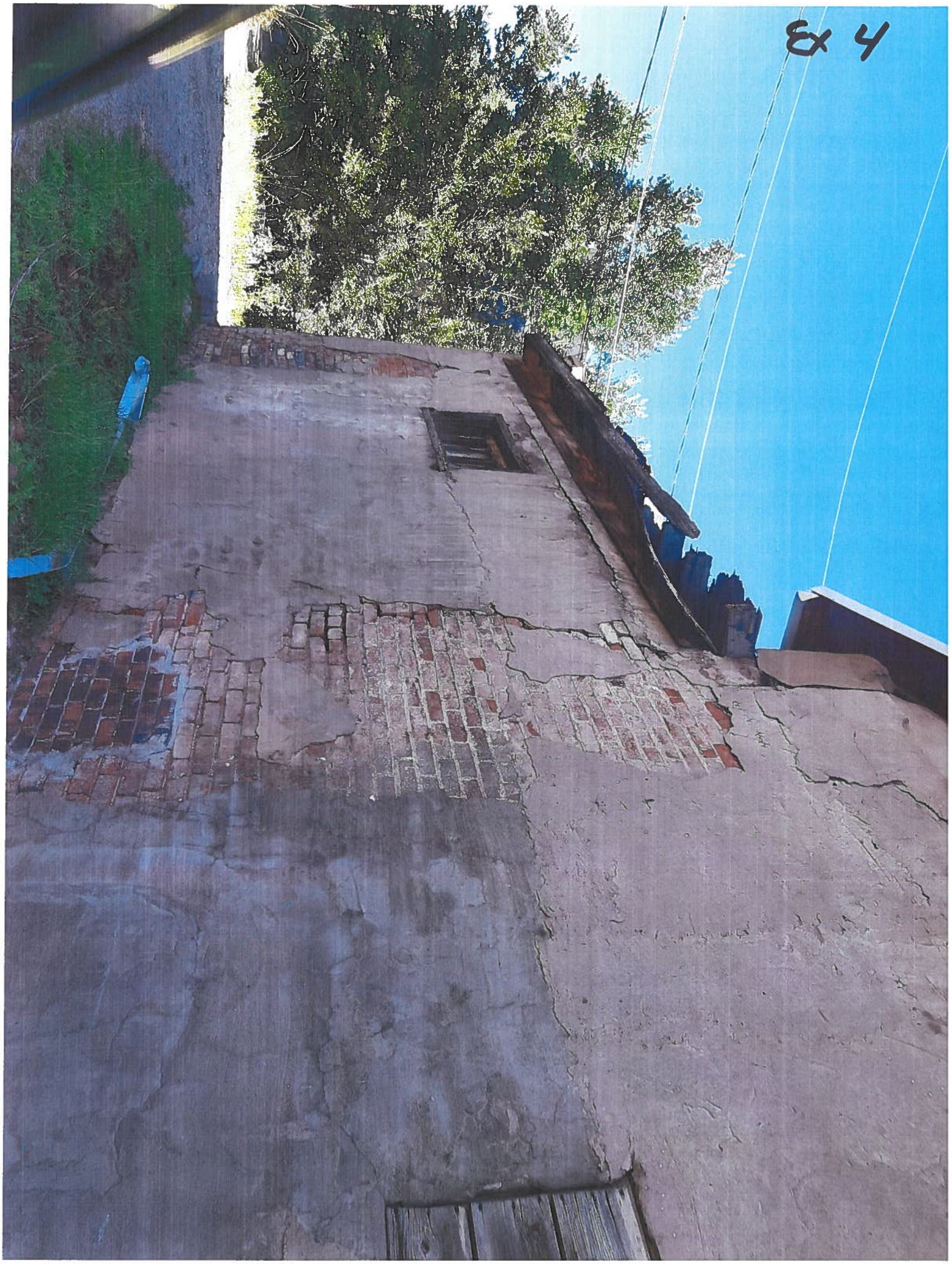
Fabiola Sanchez

Carmen Gomez

Miguel Angel

Ex 3

Hot Springs Blvd
Taos St
Hot Springs Blvd
Florista
Hot Springs Blvd
Gonzales Funerals
& Cremations
Taos St
Church St
Church St
Moara St
Memorial Park,
Las Vegas, NM


& 4

Ex 5

City of Las Vegas
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov
Mayor David Romero

August 29, 2024

Billy G. Rogers
2315 Hot Springs Blvd
Las Vegas NM, 87701

Dear Mr. Rogers

This is to give you formal notice that the City of Las Vegas City Council will hear your case concerning your Crematorium at its regular meeting on September 11, 2024 at 5:30 pm in City Hall at 1700 North Grand Avenue in Las Vegas New Mexico 87701. The purpose of this meeting is to address an appeal on the decision made regarding your Special Use Permit/ Conditional Use Permit at your property known as Gonzales Funeral Home better known as 2315 Hot Springs Blvd.

Staff will initially present the item to the Council, at the end of the presentation it will be open to Public hearing and the hearing will be conducted as follows: In all cases dealing with property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in at this time. The sworn-in procedure is as follows: the Chairperson will ask that all who are going to speak (testify) either for or against the issue to stand up and raise their right hand and take the oath.

It is required that you or a representative be present to answer any questions the Council may have of you, failure to be present may result in your request being heard at a future meeting. Staff also encourages you to speak on your behalf when given the opportunity and if you choose you may bring in other parties to support your request.

If you have any question, please feel free to contact me at 505-454-1401 ext 1609

Sincerely,

Lucas Marquez
Community Development Director

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

Ex 6

City of Las Vegas
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov
Mayor David Romero

August 29, 2024

Fabiola Sanchez
2317 Church Street
Las Vegas NM, 87701

Dear Mrs. Sanchez

This is to give you formal notice that the City of Las Vegas City Council will hear your case concerning your appeal concerning a Crematorium at 2315 Hot Springs Blvd also know as Gonzales Funeral Home at its regular meeting on September 11, 2024 at 5:30 pm in City Hall at 1700 North Grand Avenue in Las Vegas New Mexico 87701. The purpose of this meeting is to address your appeal on the decision made regarding a Special Use Permit/ Conditional Use Permit.

Staff will initially present the item to the Council, at the end of the presentation it will be open to Public hearing and the hearing will be conducted as follows: In all cases dealing with property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in at this time. The sworn-in procedure is as follows: the Chairperson will ask that all who are going to speak (testify) either for or against the issue to stand up and raise their right hand and take the oath.

It is required that you or a representative be present to answer any questions the Council may have of your request, failure to be present may result in your request being heard at a future meeting. Staff also encourages you to speak on your behalf when given the opportunity and if you choose you may bring in other parties to support your request.

If you have any question, please feel free to contact me at 505-454-1401 ext 1609

Sincerely,

Lucas Marquez
Community Development Director

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

Ex 7

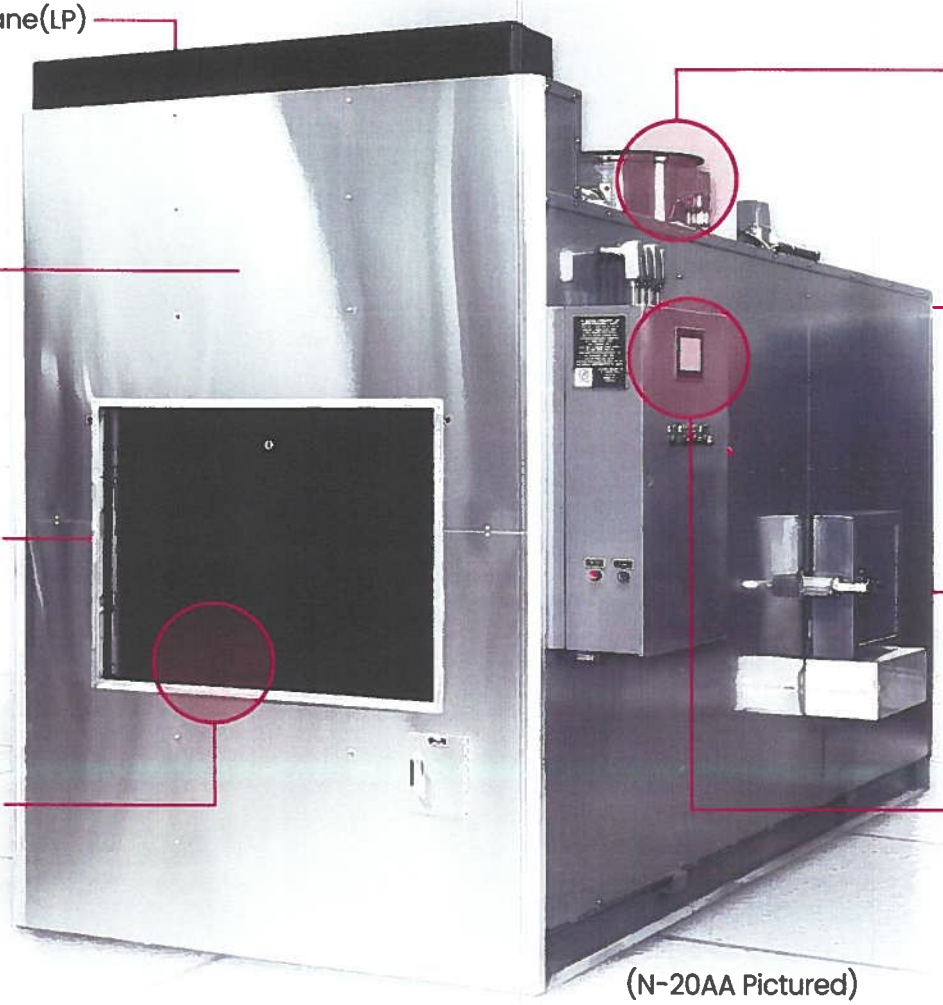
N-20 Series

Burners: Natural Gas(NG) or Propane(LP)

Exterior Finish: Stainless Steel or Brushed Aluminum Front. Colbolt Grey or custom painted sides.

Cremation Rate: 4-5 Cremations per day. 150 lbs per hour.

Loading Door: Powered hydraulic door with 40" opening.



(N-20AA Pictured)

Opacity Monitor: Continuous monitoring of smoke with built in sequencing to eliminate smoke if detected in the venturi.

Hot Hearth Design: This design allows for wasted burning heat to be recycled through the floor, eliminating fluid problems, lowering fuel consumption, and extending the hearth life.

Side Door Cleanout: Manual swing door to maximize heat retention, with easier and safer removal of the Cremated Remains.

System Controls: 9" PLC colored touch screen operating system.

Maximum Body Weight Capacity: 700 lbs.

(see reverse side for model options)

Color Options:

Series

(N-20AA Pictured)

Opacity Monitor: Continuous monitoring of smoke with built in sequencing to eliminate smoke if detected in the venturi.

Hot Hearth Design: This design allows for wasted burning heat to be recycled through the floor, eliminating fluid problems, lowering fuel consumption, and extending the hearth life.

Side Door Cleanout: Manual swing door to maximize heat retention, with easier and safer removal of the Cremated Remains.

System Controls: 9" PLC colored touch screen operating system.

'or model options)

Color Options:

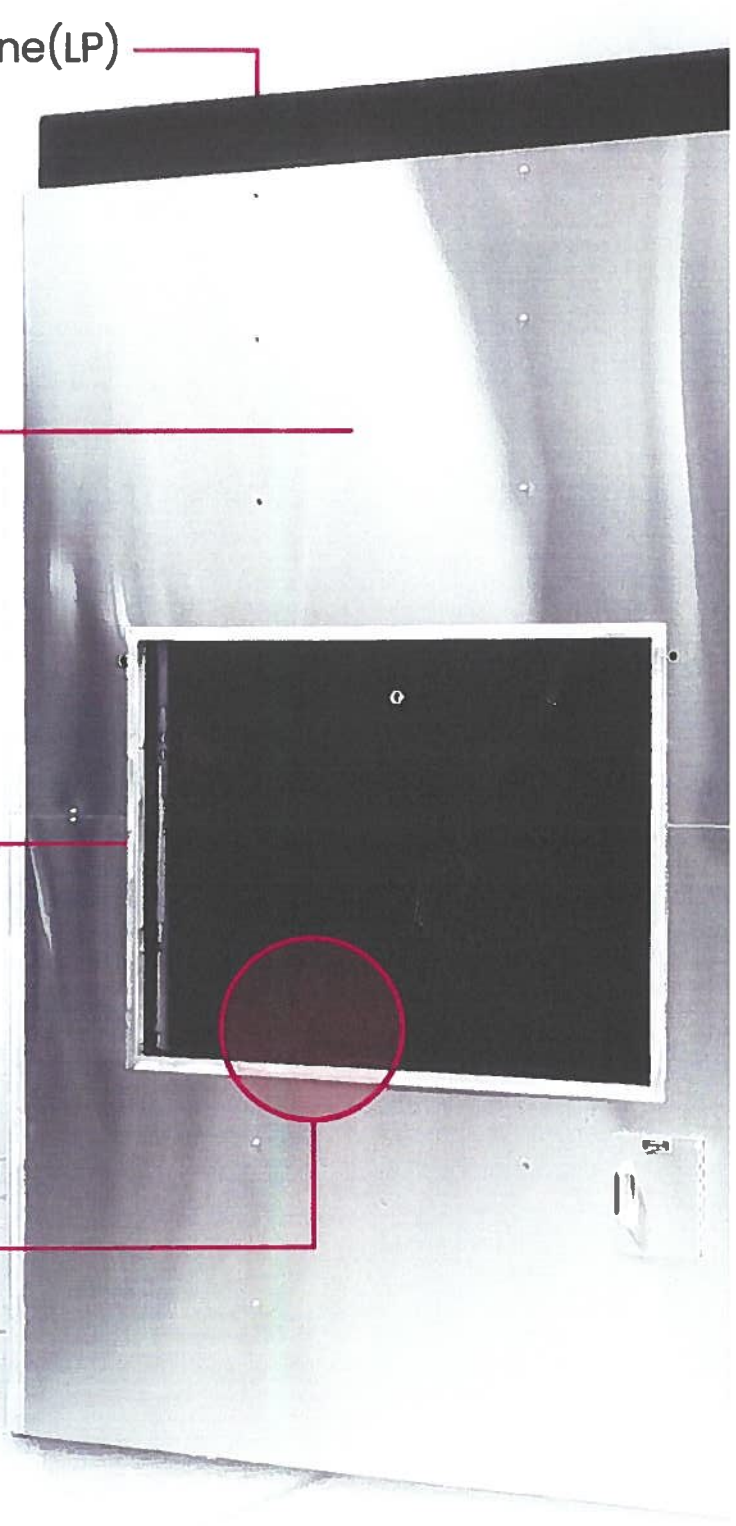
N-2

Burners: Natural Gas(NG) or Propane(LP)

Exterior Finish: Stainless Steel or Brushed Aluminum Front. Colbolt Grey or custom painted sides.

Cremation Rate: 4-5 Cremations per day. 150 lbs per hour.

Loading Door: Powered hydraulic door with 40" opening.



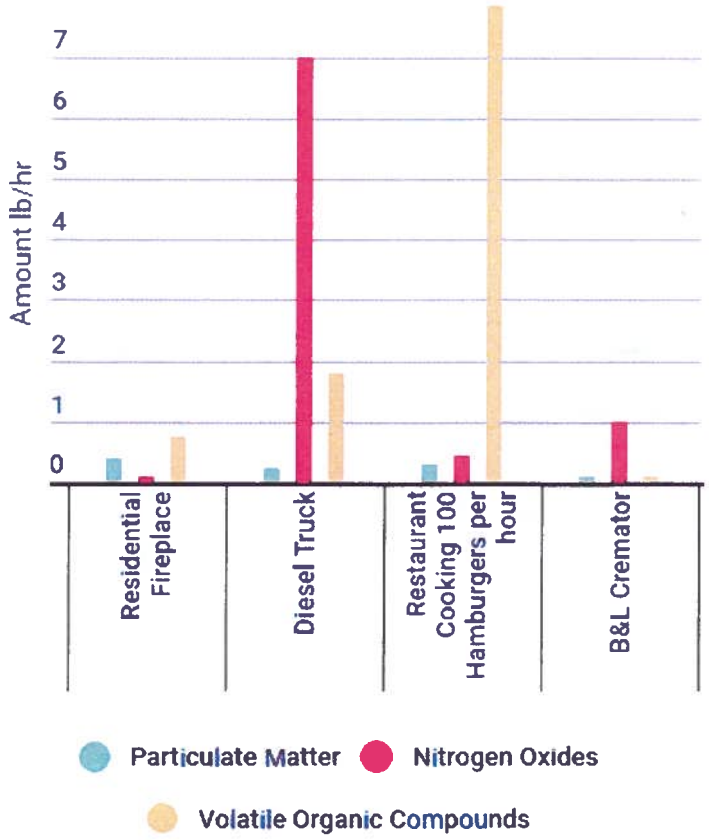
Maximum Body Weight Capacity: 700 lbs.

(see reverse

Ex 8

Mercury Facts

- Total US mercury release 320,000 pounds per year.
- Total mercury release from coal fired power plants 134,365 pounds per year.
- Total mercury release from fluorescent bulb breakage 8,000 pounds per year.
- Total mercury release from Diesel powered truck engines 67,988 pounds per year.
- Total mercury release from crematories USA & Canada 320 pounds per year.
- Total mercury release per body as tested by USEPA 0.00329 pounds.
- Total mercury release as tested on a B&L crematory system 0.000601 pounds per hour.



B&L Cremation Systems, Inc. Emission Comparison

Cremation Association of North America

Emmissions Tests Provide Positive Results

A joint effort by CANA and EPA produced evidence that crematories are capable of low emission without the addition of pollution equipment and that higher temperatures can increase pollutants.

The Cremation Association of North America recently participated in a detailed emissions study of a crematory as part of an effort by the U.S. Environmental Protection Agency to develop environmental regulations for crematories.

The crematory emissions testing, which took place from June 11 through June 17, 1999 at The Woodlawn Cemetery, Bronx, New York, was funded jointly by CANA and the EPA.

The EPA is required by the Clean Air Act to establish regulations for the year 2000 for several different types of combustion equipment, including crematories.

Sensing the importance of being involved with the EPA in developing the regulations, CANA selected the environmental team of Dale Walter and Paul Rahill from Industrial Equipment & Engineering Company to represent the interests of CANA members during the development process.

Efforts to create the crematory regulations began in 1996 and the regulations were expected in November 1999. The regulations are now expected in the Spring of 2000 because priority has been given to other types of facilities. The CANA environmental team has participated in every step of the process to insure proper representation of the cremation industry.

The fact that EPA considers crematories a low priority would also have meant that testing funds would not have been available. However, the CANA environmental team felt that because these regulations could have such a large impact on the cremation industry it was important that they be based on complete test data. At this point EPA agreed to a CANA proposal to share the testing costs. This joint effort was made possible through donations from CANA members, and industry associations.

Testing Plan

The Woodlawn Cemetery facility was chosen because the All Crematory equipment installed there is typical of many facilities and also because it is one of the only crematories in North America with additional pollution control equipment. Water scrubber devices are installed in the exhaust ducts to clean the combustion gases.

During each test run, sampling of the combustion gases was conducted both upstream and downstream of the water scrubber device to determine how effective the device was.

Source: http://www.cremationassociation.org/

As recommended by the CANA environmental team, testing was conducted under three different secondary chamber operating temperatures to get a clear picture of how emissions change with temperature. A series of tests took place at each of the following temperatures: 1400°F; 1600°F; and 1800°F. Initially, EPA planned to test only at 1600°F and 1800°F. However, CANA felt it was important to test at 1400°F and decided to pay the full cost of the additional testing because many older facilities cannot operate at the higher temperatures.

Three cremations were performed at each temperature condition.

The following are the pollutants for which emission standards are to be established and for which testing was conducted:

- visible emissions
- particulate matter
- carbon monoxide
- nitrogen oxides
- sulfur dioxide
- hydrogen chloride
- metals (cadmium, mercury, and lead)
- dioxins and furans

Source: http://www.cremationassociation.org/

Cremation Association of North America

Testing Results

Visible Emissions:

The visible emissions were evaluated every 15 seconds and rated on a scale from 0% to 100% opacity by a qualified inspector.

The opacity readings for each cremation were then averaged over the six-minute period with the highest emissions. Figure 1 shows that visible emissions increased as the operating temperature increased. Comparison is given to a typical state emission limit.

Particulate Matter:

The results of sampling show that particulate matter emissions also increased with temperature. Overall, the emission of particulate matter were very low.

The average test results for particulate matter (shown in Figure 2) as well as the results for all of the following pollutants, are for the inlet to the scrubber. A comparison of the emissions before and after the water scrubber showed that the device had a little to no effect on the emissions of any pollutants.

Carbon Monoxide:

The levels of carbon monoxide (Figure 3) were very low for each test condition, well below the typical state standard of 100 parts per million.

Nitrogen Oxides and Sulfur Dioxide:

The levels of these gases (shown in Figure 4 and 5) were within acceptable limits.

Hydrogen Chloride:

Hydrogen chloride (HCl) is a gaseous pollutant produced by the burning of plastics or other material containing chlorine. The HCl emissions would not be expected to change with temperature. The average HCl emission for all the conditions was 0.15 pound per hour of operation.

Source: http://www.cremationassociation.org/

Metals:
Like HCl, emissions of mercury, cadmium, and lead are not expected to vary with operating temperature. The metal of concern from crematories is mercury, which mainly comes from dental filings. The average mercury emission was 0.23 gram per hour of operation.

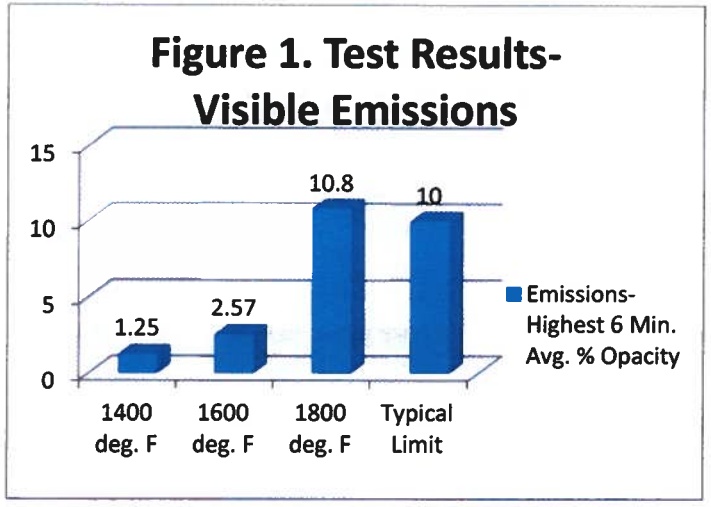
Dioxins and Furans:
Dioxins and furans are complex compounds released from many different combustion sources. The presence of chlorine in the combustion process is an important factor for dioxin and furan formation.

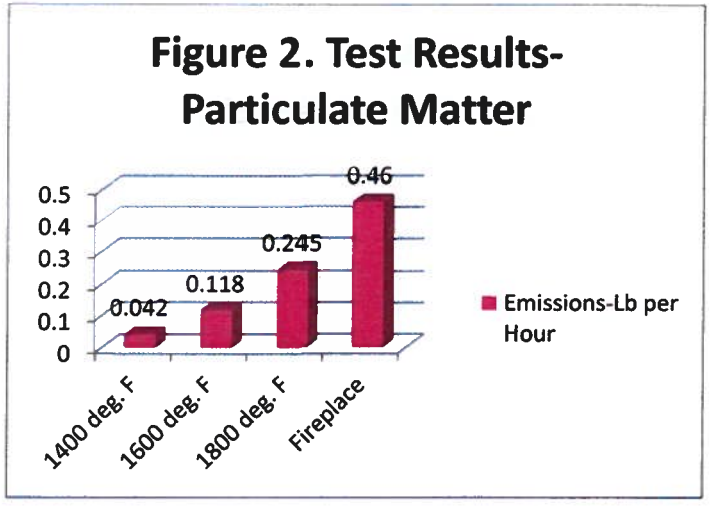
The test results show that the emissions of dioxins and furans went up as the temperature increased. The emissions, (shown in Figure 6) are low compared to other types of incinerators. The measurement unit is the nanogram, which is one-billionth of a gram.

Conclusion:
The test results show that the emissions of nearly all the tested pollutants increased when the operating temperature was raised. This indicates that there is no justification or benefit for the high operating temperatures required in many states.

The results also demonstrate that the crematories are capable of low emissions without the use of additional pollution control equipment.

These findings should provide a positive benefit to the cremation industry as the EPA creates new regulations.





Source: http://www.cremationassociation.org/

Cremation Association of North America

History of Cremation

Scholars today quite generally agree that cremation probably began in any real sense during the early Stone Age -- around 3000 B.C. -- and most likely in Europe and the Near East.

During the late Stone Age cremation began to spread across northern Europe, as evidenced by particularly informative finds of decorative pottery urns in western Russia among the Slavic peoples.

With the advent of the Bronze Age -- 2500 to 1000 B.C. -- cremation moved into the British Isles and into what is now Spain and Portugal. Cemeteries for cremation developed in Hungary and northern Italy, spreading to northern Europe and even Ireland.

In the Mycenaean Age -- circa 1000 B.C. -- cremation became an integral part of the elaborate Grecian burial custom. In fact, it became the dominant mode of disposition by the time of Homer in 800 B.C. and was actually encouraged for reasons of health and expedient burial of slain warriors in this battle-ravaged country.

Following this Grecian trend, the early Romans probably embraced cremation some time around 600 B.C. and it apparently became so prevalent that an official decree had to be issued in the mid 5th Century against the cremation of bodies within the city.

By the time of the Roman Empire -- 27 B.C. to 395 A.D. -- it was widely practiced, and cremated remains were generally stored in elaborate urns, often within columbarium-like buildings.

Prevalent though the practice was among the Romans, cremation was rare with the early Christians who considered it pagan and in the Jewish culture where traditional sepulcher entombment was preferred.

However, by 400 A.D., as a result of Constantine's Christianization of the Empire, earth burial had completely replaced cremation except for rare instances of plague or war, and for the next 1,500 years remained the accepted mode of disposition throughout Europe.

Source: http://www.cremationassociation.org/

Figure 3. Test Results- Carbon Monoxide

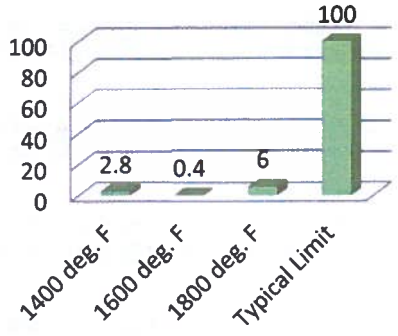


Figure 4. Test Results- Nitrogen Oxides

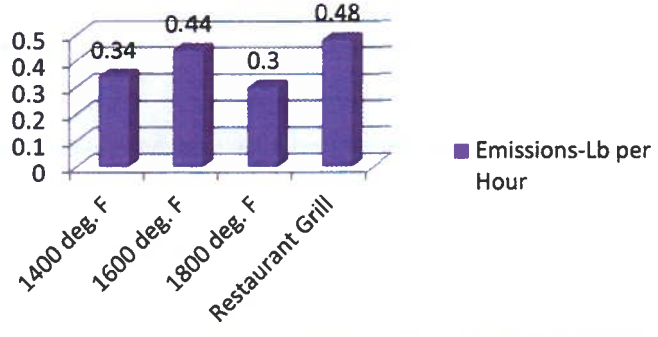


Figure 5. Test Results- Sulfur Dioxide

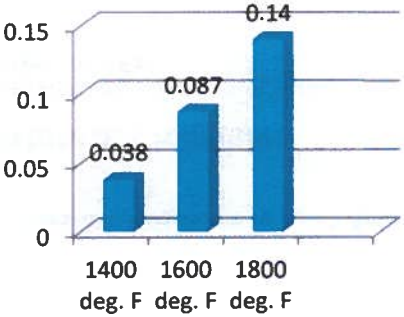
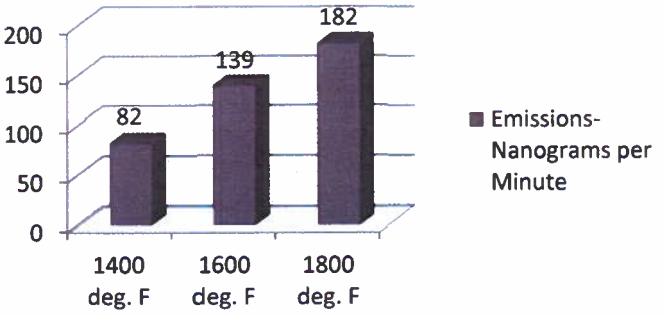


Figure 6. Test Results- Dioxins and Furans



Source: http://www.cremationassociation.org/

Cremation Association of North America

The CANA Perspective on Particulate Emissions and Mercury: An In-Depth Look at a Global Controversy

For years, The Cremation Association of North America (CANA) has witnessed the concern surrounding cremating human remains and the corresponding release of primarily two emissions: particulate matter (PM) and mercury (Hg). PM can be defined as solid particles suspended in a gas as a byproduct of all combustion processes, including cremations. Mercury on the other hand, is derived from the use of silver amalgam in dental fillings that is released into the environment during the cremation process. A task force was developed by CANA to further investigate the issues; the results of the investigation are included in this report.

Particulate emissions (PM) are released into the environment in many ways, including through residential and commercial fuel-based heating — through cars, trucks, restaurant grills and fireplaces. None of these common community sources of PM have any emission controls to reduce, monitor or limit PM emissions. Crematories, however, have emission controls as part of their design to limit the amount of PM entering the atmosphere.

According to the U. S. Environmental Protection Agency (USEPA), there are many ways mercury emissions are released into the air. Some of these common sources include municipal incinerators, the breaking of used fluorescent tube lamps, dental facilities, production and disposal of batteries, household trash disposal and residential heating. USEPA lists the operation of crematories as one of the lowest sources of Hg emissions. Mercury emissions from cremation are very low and they are not

Modern cremation, as we know it, actually began only a little over a century ago, after years of experimentation into the development of a dependable chamber. When Professor Brunetti of Italy finally perfected his model and displayed it at the 1873 Vienna Exposition, the cremation movement started almost simultaneously on both sides of the Atlantic.

In the British Isles, the movement was fostered by Queen Victoria's surgeon, Sir Henry Thompson. Concerned with hazardous health conditions, Sir Henry and his colleagues founded the Cremation Society of England in 1874. The first crematories in Europe were built in 1878 in Woking, England and Gotha, Germany.

Meanwhile in North America, although there had been two recorded instances of cremation before 1800, the real start began in 1876 when Dr. Julius LeMoyne built the first crematory in Washington, Pennsylvania.

In 1884 the second crematory opened in Lancaster, Pennsylvania and, as was true of many of the early crematories, it was owned and operated by a cremation society. Other forces behind early crematory openings were Protestant clergy who desired to reform burial practices and the medical profession concerned with health conditions around early cemeteries.

Crematories soon sprang up in Buffalo, New York, Pittsburgh, Cincinnati, Detroit and Los Angeles. By 1900, there were already 20 crematories in operation, and by the time that Dr. Hugo Erichsen founded the Cremation Association of America in 1913, there were 52 crematories in North America and over 10,000 cremations took place in that year.

In 1975, the name was changed to the Cremation Association of North America to be more indicative of the membership composition of the United States and Canada. At that time, there were over 425 crematories and nearly 150,000 cremations.

In 1999, there were 1,468 crematories and 595,617 cremations, a percentage of 25.39% of all deaths in the United States. By 2009, there were over 2,100 crematories and over 900,000 cremations...and 36.84% of deaths in the United States were handled through cremation, a percentage that is expected to grow to over half of deaths by 2018.

Source: http://www.cremationassociation.org/

regulated by any environmental agency. Under the Clean Air Act, the USEPA reviewed and updated national air quality standards for all types of possible pollutant sources, including crematories. This review considered all possible pollutants including PM and mercury. As a result, crematories were not considered for any further federal regulation. CANA surveyed various crematories throughout the United States — Virginia, Georgia, Illinois, Washington, Florida, Indiana, Kentucky, California, Wisconsin and New York were just a few states to respond. CANA asked if there has ever been an air-quality or environmental agency in these areas that raised a concern regarding the release of mercury emissions from their crematories: The unanimous answer was no.

The American Dental Association (ADA), which oversees and regulates dentists in the United States, reports that since 1990 the use of silver amalgam has dropped from a 68-percent usage rate to 30 percent. The ADA attributes this decrease to the patients' preferences for natural-looking non metallic dental fillings. Moreover, continuous changes in dental practices, as the durability of other cavity-filling materials are proven, continues to lessen the already minimal amounts of Hg being released.

Furthermore, the Indianapolis Office of Environmental Services has responded to this growing concern by performing crematory emissions studies to determine if a source would be required to obtain an air permit. The group concluded that, although Hg from silver amalgam is certainly released, in reality, emissions are quite small, below the minimum levels of all criteria pollutants and Hazardous Air Pollutants.

The USEPA also states that crematories statistically represent 0 percent of the total inventory for national mercury emission rates, according to their Best Point Estimates. Based on actual data collected in 1999, when presumably more people still had silver amalgam fillings, all the U.S. crematories combined produced a total of only 238 pounds or 108 kilograms of Hg.

Actual tests performed for USEPA at the Woodlawn Crematorium by representatives of the Midwest Research Institute in New York, and published by the USEPA, have determined the amounts of Hg

released to the environment. The tests show that in a total of nine cremations, two were suspected of not containing any silver amalgam whatsoever. They contend that the stack testing at the Woodlawn facility was considered to be representative of all crematoria operations and, therefore, a reliable source for developing an uncontrolled emission factor for use in estimating potential emissions from all crematoria. The conclusion is that the average mercury release of nine cremations yielded 0.456 grams or 0.0010 pounds of Hg per body. In addition, the average Hg release for the seven cremations believed to contain silver amalgam fillings yielded only 0.584 grams or 0.0013 pounds per body.

Further testing by Pelican Scientific in the United Kingdom measured Hg in crematoria emissions and submitted the results to The Department of Environment, Food and Rural Affairs and the Scottish Environmental Protection Agency. Both agencies accepted the tests as having been conducted in compliance with testing standards. The first test, conducted during October 2006 at the Craigton Crematorium in Glasgow, Scotland, involved 23 cremations under normal operating conditions:

- 10 remains were suspected of not having silver amalgam fillings whatsoever.
- The average Hg release per cremation of more than 23 cremations yielded 0.128 grams or 0.0003 pounds per body.
- The average Hg release per cremation for the 13 cremations believed to contain silver amalgam fillings yielded 0.227 grams or 0.0005 pounds per body.

The second test, conducted September 2007 at the Linn Crematorium in Glasgow involved 31 cremations under normal operating conditions:

- 21 remains were suspected of not having silver amalgam fillings whatsoever.
- The average Hg release per cremation of more than 31 cremations yielded 0.323 grams or 0.0007 pounds per body.

- The average Hg release per cremation for the 10 cremations believed to contain silver amalgam fillings yielded 1.001 grams or 0.0022 pounds per body.

This information confirms that the Hg emissions information located in the USEPA National Emissions database is accurate for determining the Hg impact of cremations; and based on significant and unbiased testing, Hg emissions from crematories are not deemed sufficient to be regulated.

All the data available has already prompted notable environmentalists to draw realistic conclusions in regard to the emissions of Hg. Environmental Scientist Alexis Cain, of the Chicago office of the Environmental Protection Agency said, "I don't think it's a risk to people who live in the vicinity of crematoriums."

Two specific practices target the reduction of Hg emissions into the atmosphere via cremations. CANA recommended that neither of these directives be mandated:

- The first measure would be the installation of filtration systems or "bag houses" to the cremation equipment. There is no guarantee that these filtration systems will prevent the release of Hg into the environment, not to mention that they are extremely cost-prohibitive.
- The second measure suggests that teeth containing silver amalgam should be pulled prior to the cremation process. CANA considers this an act of mutilation and such an act would violate the respectful manner in which cremationists perform their duties. The notion that teeth-pulling would even be suggested implies that some individuals are not approaching this matter with objective insight. The misguided fear of mercury emissions clouds the realistic assessment of their environmental impact. Our decisions should be based on the soundness of the data collected and intellectually interpreted.

The most extensive cremation equipment emissions research ever undertaken confirms that the design and operation of typical North American crematories provides significantly better emissions than

regulations required, and even exceeds expectations with the older operating systems.

Summing up the matter, Samantha Wetzler, M.D., a medical examiner in the Tidewater Virginia region, said, "There are so many variables, and so many sources of mercury both to people and the environment, of which none have been eliminated ... not fish, amalgams, coal plants, industrial emissions and the breaking of light bulbs. It seems that regardless of what studies one does, no one will be able to predict these things, and pointing a finger at a crematory as one source that must be stopped seems ridiculous and frivolous. A neighbor putting a fluorescent bulb into the trash rather than recycling it properly will create more concrete hazards for the community than any amounts crematories will ... but policing of peoples' trash is not in the plans."

###

CANA is the recognized authority for all information, education, products, services and support for cremation. Founded in 1913, CANA is an International organization of over 1,300 members, composed of cemeterians, cremationists, funeral directors, industry suppliers and consultants. CANA's purpose is to actively lead and support the providers of cremation services and to promote memorialization. This is accomplished through the highest standards of ethics, education and consumer information. CANA's members support and adhere to the following principles: integrity and ethics; excellence; professional development and education; and leadership and innovation.

For more information about CANA, visit
www.cremationassociation.org.

Source: http://www.cremationassociation.org/

EPA Publishes New Mercury Data

The Cremation Association of North America's (CANA) contribution to the development of accurate and reliable environmental data has been acknowledged by the United States Environmental Protection Agency (US EPA). CANA is cited as the reference by the US EPA for human cremation statistics for the United States. Also, the joint test project performed and co-financed by CANA and the US EPA is now the national reference for mercury and other pollutants from human crematories ("EPA National Emissions Inventory"). The following statement was published in the Federal Register volume 69:

"In considering the nature of human crematories since the previous OSWI Federal Register notices were published, EPA has come to the conclusion that the human body should not be labeled or considered "solid waste." Therefore, human crematories are not solid waste combustion units, and are not a subcategory of OSWI for regulation. If EPA or States determine, in the future, that human crematories should be considered for regulation, they would be addressed under other authorities."

The US EPA based their recommendations of no regulations for human and animal crematories on actual data collected for a wide variety of pollutants including mercury. The US EPA determined (based on 1999 CANA cremation rates) that all US crematories, together, would have produced a total of 238 lbs. of mercury emissions in 1999. If we update the mercury emissions levels to include both the US and Canada using 2004 cremation rates, the mercury emissions would be approximately 320 lbs.. With 2050 crematories operating in the US and Canada, this would average out to about 0.15 lbs of mercury emissions per crematory per year. If you could capture 100% of the mercury from a crematory processing an average of 400 cremations per year, for one full year, the total mercury captured would be the smaller than a typical household sugar cube.

Mercury enters the cremation cycle, and therefore crematory emissions, is through silver amalgam dental fillings found in some dead human bodies.

Silver amalgam fillings contain mercury alloys that when exposed to the intense heat of the cremation process results in the volatilization of mercury and its emissions into the atmosphere.

However the use of Silver amalgam tooth fillings containing mercury is in significant decline. It is estimated that at one time silver amalgam represented almost 90%. Within the last 10 years, this has declined by 38% (United States Center for Disease Control), a significant decrease.

The recommendation by the US EPA has been open for comments for a period that ended February 7, 2005. Comments received were considered and a final determination was made in December 2005. Overall, CANA's visibility and credibility as the industry experts continues to grow with these types of outcomes and dividends for the cremation industry.

Source: http://www.cremationassociation.org/

Dental amalgam controversy
From Wikipedia, the free encyclopedia

The **dental amalgam controversy** refers to the conflicting views over the use of amalgam as a filling material mainly because it contains the element mercury. Scientists agree that dental amalgam fillings leach mercury into the mouth, but studies vary widely in the amount and whether such amount presents significant health risks. Estimations run from 1-3 micrograms (µg) per day (FDA) up to 27 µg/day (Patterson).[1][2] The effects of that amount of exposure are also disputed.[3][4] The use of mercury in dental fillings is approved in most countries. Norway, Denmark and Sweden have banned the use of mercury in dental amalgams over environmental concerns, and in Sweden's case also from concerns over its effect on human health.[5] Elsewhere in the world, unused dental amalgam after a treatment is subject to strict disposal protocols, again for possible environmental reasons rather than for fear of direct toxicity to humans.

Those who advocate the use of amalgam point out that it is durable,[6] relatively inexpensive, and easy to use. On average, resin composites last only half as long as dental amalgam[7] (although modern composites are improving in strength) and dental porcelain is much more expensive. However, the gap between amalgam and composites may be closing.[8] Further, concerns have been raised about the endocrine disrupting (in particular, estrogen-mimicking) effects of plastic chemicals such as bisphenol A used in composite resins.[9][10] Arguably, there is more credible evidence of a possible subclinical toxic effect of composite resins compared to dental amalgam.

In addition to health and ethics issues, opponents of dental amalgam fillings point to the negative externalities of water contamination and environmental damage of mercury. This concern is especially worrisome since its use and disposal by dentists go largely unregulated in many places, including the United States.[11] The WHO reports that in the United Kingdom mercury from amalgam and laboratory devices accounts for 53% of total mercury emissions.[12] Separators may dramatically decrease the release of mercury into the public sewer system, where dental amalgams contribute one-third of the mercury waste,[12] but they are not required by some states in the United States.[13]

Environmental impact

The WHO reports that mercury from amalgam and laboratory devices accounts for 53% of total mercury emissions, and that one-third of the mercury in the sewage system comes from dental amalgam flushed down the drain.[12] Mercury is an environmental toxin and the World Health Organization, OSHA, and NIOSH have established specific occupational exposure limits. Amalgam removed from teeth is classified as toxic waste in various countries, but in many countries it is not regulated, including the United States.[11] The environmental pollution of mercury imposes health risks upon the surrounding population; in economics this pollution is considered an external cost not factored into the private costs of using dental amalgam. Separators may dramatically decrease the release of mercury into the public sewer system, but they are not required in the United States.[13]

Environmental risks are mitigated provided that amalgams are disposed of properly. ISO has issued standards regarding the proper handling and disposal of amalgam waste, and legislation to enforce these standards is being adopted in some US states.[68]

Mercury loading of municipal wastewater[edit]

The Association of Metropolitan Sewerage Agencies (AMSA) studied seven major waste-water treatment plants and found that dental uses were "by far" the greatest contributors of mercury load, on average contributing 40%, over 3 times the next greatest contributor.[69][70] The EPA recognizes dental amalgam as a major source of the mercury in the water. The Western Lake Superior Sanitary District that dentists emit .1 grams of mercury per day per dentist. Based on this, dental amalgam contributes 14% of the mercury in Seattle and 12% of the mercury in San

Francisco. 4% of the mercury in Lake Superior is believed to originate from amalgam.[71] The National Association of Clean Water Agencies noted in a report that purification of mercury from waste water will impose a significant financial burden upon municipal treatment plants.[72] Several other groups have analyzed mercury in waste water and concluded that it is a serious problem.[73][74] Other studies have shown this to be a gross exaggeration. With respect to pollution in the United States, a study done in 1992 showed that batteries "accounted for 86 percent of discarded mercury and dental amalgam a mere 0.56 percent."[75]

Cremation

Cremation of bodies containing amalgam restorations results in near-complete emission of the mercury to the atmosphere, as the temperature in cremation is far greater than the boiling point of mercury. In countries with high cremation rates (such as the United Kingdom), mercury has become a great concern. Proposals to remedy the situation have ranged from removing amalgam-containing teeth prior to cremation to installing activated carbon adsorption or other post-combustion mercury capture technology in the flue gas stream. These proposals range from unpopular to expensive.

Studies have shown the amount of mercury to be released per body cremated to range from 0.25 grams to slightly over 1.00 grams.[76] The number of amalgam fillings and their size determines the volume of mercury released, as well as any deposition which may occur in the backend of the cremation equipment, either incidental or intentional (e.g. if a baghouse or other filtration system is employed).

As a comparison, a mercury thermometer contains 0.50 grams of mercury, and an average compact fluorescent lamp contains 0.004 grams of mercury.[77] Such numbers indicate that the average cremation of a body with amalgam emits as much mercury as is contained in 156 compact fluorescent lamps.

Source: http://en.wikipedia.org/wiki/Dental_amalgam_controversy

TABLE 3-1

CREMATOR

SUMMARY OF PARTICULATE & MERCURY EMISSIONS

DATE	FEBRUARY 2007	FEBRUARY 2007	FEBRUARY 2007	
RUN NO.	HC-1-P	HC-1-M	HC-2-P	
START TIME	1218	1543	1740	
END TIME	1425	1649	1849	
DISCHARGE CHARECTERISTICS				AVERAGE
VELOCITY FPM	1801	1925	2017	1914
DSCFM	1424	1414	1410	1416
ACFM	3195	3415		
Temperature °F	674	758	823	752
Moisture, %	5.5	6.4	6.0	6.3
Static Pressure, IN. H2O	-0.10	-0.13	-0.13	-0.12
Barometric Pressure, 1N. Hg	30.62	30.52	30.50	30.66
EMISSIONS				
Particulate	5.76E-03 (= 0.00576)	New EPA Limit is .029	4.04E-03	4.90E-03
gr/DSCF	7.03E-02		4.88E-02	5.96E-02
Lbs/Hr.	1.07E-02		9.27E-03	9.97E-03
gr/DSCF@ 7% O2		<4.96E-05 (= .000049)		
Mercury		<6.01E-04 (= .000601)	New EPA Limit is .0061	
gr/DSCF				
Lbs/Hr.				
*Standard Conditions: 29.92"Hg. 68° F				

Source: PA DEP, Department of Public Health , Public Health Services, Air Management Services

The Chemical Components of Cremated Remains

The results provided, with the exception of Phosphate and Sulfate, are presented as the element. However, in the body these elements are present as a part of a variety of organic and inorganic compounds. Upon cremation, most of the organic compounds are converted to the metal oxide. Depending on the conditions of cremation, some may also be converted to carbonates. The inorganic compounds may remain as phosphates, sulfates, chlorides or carbonates, or may be partially converted to oxides. The carbon from the carbonates and the oxygen from the oxides and carbonates are not included in the data presented. Those elements are not determined by the testing procedures used for this report.

The precision of the testing procedure used is +/-10% of the reported value, i.e. Phosphate reported as 47.5% may be 42.8 to 52.2%

Gayle E. O'Neill, PhD.
TEI Analytical, Inc.
Niles, Illinois

- Phosphate 47.5%
- Calcium 25.3%
- Sulfate 11.00%
- Potassium 3.69%
- Sodium 1.12%
- Chloride 1.00%
- Silica 0.9%
- Aluminum Oxide 0.72%
- Magnesium 0.418%
- Iron Oxide 0.118%
- Zinc 0.0342%
- Titanium Oxide 0.0260%
- Barium 0.0066%
- Antimony 0.0035%
- Chromium 0.0018%
- Copper 0.0017%
- Manganese 0.0013%
- Lead 0.0008%
- Tin 0.0005%
- Vanadium 0.0002%
- Beryllium <0.0001%
- Mercury <0.00001%

Source:
http://www.lafayettecrematory.com/PublicationsForms/chemical-components.html

MERCURY UPDATE:

Crematories represent 0% of the total inventory for national mercury emissions rates according to US EPA and their Best Point Estimates. Most recently, US EPA updated their National Emissions Inventory and, based on actual data from testing they participated in, all US crematories combined in 1999 produced a total of 238 pounds of mercury. The most notable way that mercury enters the cremation cycle, and therefore crematory emissions, is through silver amalgam dental fillings found in many dead human bodies. Silver amalgam tooth fillings containing mercury have been common for many years, but their use appears to be on a significant decline. Within the last 10 years, the percentage of fillings containing mercury has already declined by 30%, a significant decrease. Although concern for environment has always been a priority for the dental industry, the primary driver of this trend is actually found in the mirror, the appearance. Composite resins blend better with the color and appearance of natural teeth. All these changes in dental practices and consumer preferences have resulted in significantly less mercury entering the cremation stream and thereby reducing mercury emissions by reducing mercury input.

Source:
www.accinfo.org/sitebuildercontent/sitebuilderfiles/accnewsletter1.pdf

Ex 9

NOTICE OF PUBLIC HEARING
APPLICANT: Gonzales Funeral Home Inc.
ADDRESS: 2315 Hot Springs Blvd
LOCATION OF PROPERTY: 2315 Hot Springs Blvd
Las Vegas, NM 87701
APPLICATION FOR: Special Use
The Planning and Zoning Board of Adjustment will hear any and all
recommendations concerning proposed Crematory
on July 29, 2024 at 4:00 a.m./p.m. at the City Council
Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.
ALL PERSONS HAVING AN INTEREST IN THE MATTER HAVE A
RIGHT TO BE HEARD AT THIS HEARING. FOR MORE
INFORMATION ON THIS CASE, YOU MAY CONTACT THE CITY OF
LAS VEGAS, COMMUNITY DEVELOPMENT DEPT. AT (505) 454-1401.

Billy G. Rogers
Director
Gonzales
Funerals
& Cremations

WEATHER

TODAY
Partly cloudy tonight with isolated showers and thunderstorms. Lows in the 40s to lower 50s. Southeast winds 10-15 mph.

TUESDAY
Partly cloudy with isolated showers and thunderstorms. Highs in the 70s to lower 80s. South winds 10-15 mph in the afternoon. Tuesday night, partly cloudy with isolated showers and thunderstorms. Lows in the 50s to lower 50s; upper 30s to mid 40s over the higher elevations. South winds 10-15 mph.

WEDNESDAY
Partly cloudy with isolated showers and thunderstorms. Highs in the lower 70s to mid 80s.Wednesday night, partly cloudy with scattered showers and thunderstorms in the evening, then isolated showers and thunderstorms after midnight. Lows in the 40s to lower 50s.

THURSDAY
Partly cloudy with scattered showers and thunderstorms. Highs in the upper 60s to lower 70s. Thursday night, partly cloudy with a chance of showers and thunderstorms. Lows in the 40s to lower 50s.

– National Weather Service

BACK IN TIME

IN 1968
A $12,750 federal grant to the city of Las Vegas will initiate the first phase in construction of a park in Gallinas Canyon, City Manager Charles Markosky reported Thursday afternoon. The Optic received word by telegram from Sens. Clinton Anderson and Joseph Montoya and U.S. Rep. Thomas Morris that the community has received the grant.

LOTTERY

POWERBALL
Saturday:
3 8 24 28 49
Powerball: 25 PP: 4

ROADRUNNER CASH
Sunday:
11 18 19 23 29
Bonus Ball: 6

PICK 3
2 4 7

THIS WAY
8 3 7 4

TAKE NOTE

Las Vegas water stats:
Water flow.....28.309*
Water production.....1.629*
Diversion.....4.330*
Water Wells.....0*
Storage.....97 percent
*Indicates millions of gallons.

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Section, 10 pages

gross receipts tax increase. The increase amounts to 1 cent for every $4 of purchases.

chase and lease of water rights in the Gallinas River basin, reconstruction of the Gallinas diversion dam, upgrades of

and the governor that the community is serious about solving its water shortage problem. And that will likely mean

utilities director, said the city doesn't want to be tied down to any specific projects because

See Tax, Page 2

at 454-1401.
• For voting-related questions, call the city clerk's office at 454-1401, ext. 269.

FUN AT THE MILLFEST

All dance styles were acceptable on the wooden floor as Millfest goers enjoyed the music of the New Folk Blues Trio.

Art, crafts and entertainment pack day

By Meredith Britt
Las Vegas Optic

CLEVELAND — Soft gray clouds and cool temperatures all day Saturday and Sunday contributed to a mellow Millfest at the historic Cleveland Roller Mill.

With free admission to the arts and crafts fair and all-day entertainment, fairgoers came from Mora, Las Vegas and Taos, as well as Colorado, Arizona and Texas.

Food vendors in their gypsy-style wagons plied their lunches, snacks and beverages from little

See Millfest, Page 2

Museum visitors during the annual Cleveland Roller Millfest look out at the large water wheel that operates the historic grain milling equipment.

Meredith Britt
Optic photos

Crematory proposal given the go-ahead

Decision made despite protests from neighbors

By David Giuliani
Las Vegas Optic

A city committee last week approved a local funeral home's request to have a crematory, despite some opposition from neighbors.

Gonzales Funerals and Cremations, 2315 Hot Springs Blvd., asked the city Board of Adjustment, which also acts as the Planning and Zoning Commission, to approve its request for the crematory.

Currently, the cremations are performed in Española.

A few people spoke about their concerns about the emissions from the proposed crematory, but the board unanimously supported the funeral home's request.

"After the presentation by Billy Rogers (of Gonzales Funerals and Cremations), the board felt as if they had met the criteria for a crematory," said Gerald Garcia, the city's zoning and licensing supervisor.

Garcia said the funeral home will include the crematory in its existing building, but only after a remodeling.

He said those opposed to the crematory have 10 days from the day of the decision to appeal it. The Las Vegas City Council would then serve as the appeal body.

"We anticipate an appeal being filed," he said.

Garcia said city staff doesn't make recommendations for such requests because city ordinances don't include such a requirement.

He said the staff provides the board the necessary information to make a decision.

Parent groups changing ways they raise funds

By Don Pace
Las Vegas Optic

Gone is the day when kids hit the street loaded with boxes of candy to unload on family and friends. Gone are the days of vending machines in schools selling chips, sweets and soda.

With junk food sales on the way out at school districts statewide, Las Vegas City Schools held a special work session recently focusing on health and nutrition, as well as how new state mandates tie into what parent-teacher organizations and associations will do in the future for fundraising efforts.

With that in mind the board invited representatives from all the parent-teacher organizations and associations to give a presentation of goals and objectives for the school year. A PTO is a locally governed body, while a PTA is part of a national and state association. Legion Park has the only PTA in the district, while the rest are PTOs.

Superintendent Pete Campos said the board held the work session to find out if the systems are working and from there, if there are any improvements that are needed.

"When it came specific to PTOs and PTAs, the board of

See Parent, Page 2

Michelle Aragon, wellness coordinator, and Pat Baca, food services director, brief board members on guidelines for school-sponsored fundraisers and nutrition. Aragon also briefed the board on the new health center, and Baca told the board that vending machines selling junk food are out.

Don Pace/Optic photo

CITY OF
LAS VEGAS
NEW MEXICO

Lucas Marquez <lmarquez@lasvegasnm.gov

ogers Special Use Permit

nessage

mbrosio E. Castellano Jr., Esq. <ambrosio@adviselawfirm.com>
Lucas Marquez <lmarquez@lasvegasnm.gov>
: "Julio P. Garcia, Esq." <julio@adviselawfirm.com>

Mon, Jul 29, 2024 at 2:40 PI

.ucas,
Please see the ordinance below that leads us to believe Mr. Rogers previous permit expired because the permitted use was not achieved within one (1) year rednereing the ıpproved permit null and void. Let's chat before the meeting today and if needed I can attend t o explain this to the Board.

§ 450-75 Issuance of permit; recision of approval; contents of permit.

Following final approval of a special use permit, the Community Development Department shall issue the permit after conditions of approval, except for continuing conditions, ıave been satisfied. **If such conditions of approval have not been satisfied within one year after final approval was taken, or within such other time limit specified, the ermit is null and void.** The document constituting the special use permit will include bold letters noting that it is a special use permit, the applicant's name, address or location or which the permit is issued, date indicating when the Board of Adjustment or the governing body of the City of Las Vegas issued the permit, expiration date, if appropriate, and conditions under which the permit was issued, and the signature of the authorized administrative City official.

§ 450-76 Amendments.

A. A special use permit must be amended when it appears that:

(1) One or more of the conditions of approval cannot be met.

(2) There are substantial material changes to the development for which the permit was issued.

(3) In the opinion of the Community Development Department, proposed changes to a development for which the permit was issued will materially impact surrounding properties.

B. Amendments to a special use permit are to be considered new applications and must follow the procedure for new applications, including but not limited to the application fee, application forms and supporting documents as required by Article **VIII**.

§ 450-77 Expiration or revocation of special use permit.

A. **Once a special use permit has been approved, the applicant has one year from the date of the approval to establish the permitted use. If the permitted use has not been established or construction to accommodate that use has not begun within one year from the date of approval, and diligently pursued, it shall become ull and void.** Once a permitted use has been established in accordance with the conditions of approval of the special use permit, and the special use permit has been issued y the Community Development Department, the permit will be permanently valid, unless the permit has a specified expiration date or is revoked. If the use for which the special

Ex 10

OBJECTIONS TO CREMATORY IN THIS RESIDENTIAL AREA

Crematories **emit toxins and impact the health of workers and residents, especially children.** A crematory can have a **negative impact on property values of homes nearby**. The funeral industry earns over twenty billion dollars a year. The leaders in the industry are well aware that they have a problem with the emissions, but until Congress and the EPA and local governments step in and force them to change their operation, they WILL NOT! We are not against cremation, but we are against the idea that this industry is allowed to pollute with no controls whatsoever, locate in residential areas surrounded by homes, schools and parks.

Filters do exist which can drastically reduce emissions, but because they are not required by law, there are no crematories in the United States that use filters. By contrast, in England and Europe they are requiring all crematories to have filters. The leading American manufacturer of crematory equipment also makes the filters required in Europe. This is an added cost that American crematories are not willing to make, at the neighbors loss.

We the neighbors of Gonzales Funeral Home, implore the City of Las Vegas to PLEASE make the health of our children a high priority for our city by setting a precedent. By regulating crematory emissions of mercury, dioxins, and other hazardous pollutants AND not allowing the operation of a crematory within 2 miles of the city limits or at least in an industrial area, YOU, as a City Council can lead the way to a cleaner, safer community.

The following is a list of some of the environmental problems that are caused by direct cremation according to **the Cremation Society of Milwaukee report, Addendum 1,** as a note, this report is done by a crematory association, not an environmental organization against the practice:

A. Energy consumption

Cremation takes a considerable quantity of energy, which is normally produced by the combustion of fossil fuels. This energy is used throughout the cremation process. The Cremation Association of North America estimates that the typical cremation consumes the same amount of energy as a journey by automobile of around 310 miles.

B. Air pollution

Cremation creates air pollutants such as nitrogen oxides, carbon monoxide, and particulate matter. These pollutants are known to have adverse health impacts on both humans and the environment, as well as contribute to the pollution of the air.

C. Emissions of greenhouse gases

The cremation process results in the release of emissions of greenhouse gases, notably carbon dioxide, which is a contributor to climate change. In accordance with the findings of a research conducted by the Cremation Association of North America, a typical cremation is responsible for the emission of around 534 pounds of carbon dioxide into the environment.

D. Mercury emissions

Another method that contributes to the release of mercury into the environment is cremation. This is because, at high temperatures, the mercury fillings in people's teeth will evaporate, and then the mercury will be discharged into the air. Mercury is a very hazardous chemical that has the potential to have adverse impacts on the health of both humans and the environment.

E. Plutonium (from pacemakers), silicone (from breast implants),

other metal and plastic (from implants), radiation (from cancer treatments), metal and toxins from casket and containers used in the process.

According to **Tulip Cremation, Addendum 2,** when stating the four reasons to consider cremation without embalming THEY STATED:

"While embalming practices have become safer over the years, there are still major environmental risks involved. This is due to the harmful chemicals used to embalm a human body, which include **methanol, phenol, glutaraldehyde, paraformaldehyde, and formaldehyde**. Flammable, corrosive, and highly toxic, these chemicals aren't just a danger to the morticians who work with them on a daily basis. Following burial, they can also leach into the surrounding earth and even nearby waterways, posing a threat to both local flora and fauna alike.

Direct cremation, on the other hand, is environmentally friendlier in that it doesn't require the use of any of these chemicals. **If direct cremation takes place so soon enough after death** that preservation methods like embalming simply aren't necessary. This means that, regardless of whether your loved one's ashes will be scattered, buried, or kept at home, there's no risk from hazardous embalming materials."

But it is **standard practice that a body must be embalmed or refrigerated if it is not buried or cremated within 24 hours of the death**, which means that many of the bodies cremated will be embalmed and embalming liquids are not drained prior to the cremation if there is a viewing or services held prior to cremation which means these toxins will be cremated with the remains. What guarantee do we have from Mr. Rogers that 100% of cremations performed by him will not be embalmed?

PLANNING AND ZONING MEETING

The rational from Mr. Rogers at the Planning & Zoning meeting to all this pollution is that mercury is no longer used in fillings, which is true. They stopped using mercury because it was extremely dangerous. My response to that is until all the baby boomers die within the next 20-30 years, this will only increase as greater number of boomers die every year. So, it will only increase not decrease for approximately 20-30 years. This may not be a concern in 30 years, but it should be of great concern as baby boomer deaths outnumber any other age group.

Addendum 3 From the NM HEALTH STATISTICS Annual Report, page 52, shows that for the year 2018 for San Miguel County there were 293 deaths. Of those 249 were (boomers) ages 55 and older, all more likely to have mercury fillings. The same goes in Mora County, there were 54 deaths that year with 48 of those being boomers. So, until we all die off, there should be major concern in the emissions from crematoriums.

Mr. Rogers also stated at the Planning & Zoning meeting that he anticipates performing only one or 2 cremations per month. Based on the latest NM statics, **Addendum 4,** the manner of disposal chart, by the NM HEALTH STATISTICS Annual Report, page 56, shows that in 2019 the method of disposition in NM was that 63% were disposed of by cremation. Since then, the pandemic happened and cremations became the norm because we could not get together for services. Thus, it stands to reason that cremations have increased tremendously. If we project, still using the 2018 numbers, 293 deaths in San Miguel and 54 in Mora County, then we could expect that at 63%, they could be doing 184 cremations for San Miguel and 34 for Mora. For a total of about 218 cremations a year with 250 weekdays in a year they could be doing almost 1 a day. Now I realize that not all cremations will be done at this crematory, but with it being the only one within these two counties it stands to reason that it is a probability, that they will do the majority of them. Also to consider that death rates of boomers are also rising yearly since 2018 as boomers are getting older. Unfortunately, these are the latest figures available on the DOH website. Can you imagine all those pollutants daily?

MONITORING

The rational from Mr. Rogers at the Planning & Zoning meeting to this is that crematories are highly regulated. I was told that the Thanatos Practice regulates Crematories. If you see **Addendum 5** (5 pages) is from the NM OCCUPATIONAL AND PROFESSIONAL LICENSING for FUNERAL HOMES AND DISPOSERS. They only regulate the manner in which the cremation is done and how the remains are processed. If you look at page one, 16.64.4.8 A & B It states that the building must conform with all regulatory and zoning provisions of the federal, state and local regulations. When I questioned the Planning & Zoning committee about the building conditions, which are extremely poor at best, I was told that Las Vegas presently does not have a building inspector. This came from Travis Regensburg a building contractor! So how can we say Mr. Rogers is following any regulations if no one is checking anything? The state expects that the city will be doing their part in the monitoring. Also, **Addendum 6** (10 pages) shows the Permit Application submitted by Mr. Rogers. On page 2, states that the Development Review Team will be made to ensure compliance with Development Standards for presentation to the Board of Adjustment before presented to Planning and Zoning. Was anything checked before Planning and Zoning approved the permit? On page 3, bullet point 3, it states the Board of Adjustments shall demonstrate the EFFECT ON ADJACENT OR NEIGHBORING PROPERTY, WAS THIS EVEN CONSIDERED?

On page 7 titled REQUEST FOR SPECIAL USE OR CONDITIONAL USE PERMIT APPLICATION, states that the crematory will be located at their present location of 2315 Hot Springs Blvd. Attached in **Addendum 7** is a picture taken from the back of the Mortuary buildings. I encouraged the Planning and Zoning Committee, as I have the Councilors to drive by the back of his buildings by way of an alley. These can also be seen through Google maps. These buildings have been falling apart for years. All the windows are broken out and just covered with plywood. Please take the time to look and tell me that those buildings are safe to operate an oven at over 800° degrees. Mr. Rogers makes sure his presentation (the front of the buildings) looks great but the part that people don't see, are not taken care of. How can we trust that what is not seen, the cremation, will be done with the same lack of care that he takes for his buildings.

EPA AND AIR QUALITY

At present, the Environmental Protection Agency of the United States does not regulate the air quality around crematories. I spoke to the Santa Fe office and the Dallas Regional office and both said that it is left to municipalities to regulate air quality. The only county in NM that does that is Bernalillo County. I implore our City Council to be proactive in this cause. We saw what Medite did, 5 miles away. Why doesn't Mr. Rogers build this away from a residential area and right between four elementary schools. **Addendum 8** shows that within a little more than ½ a mile there are 2 elementary schools to the NW, Armijo and Head Start and another to the SW, Don Cecilio and if you go out 1 mile radius, you can add another elementary school, Tony Serna. Why must we wait for a disaster to find out that this may hurt our children, our seniors, our population.

You may think this only affects the residents within 100 feet from the crematory. Did the emissions at Medite stay within their complex? Did the smoke from the fires pay attention to our city limits and stay out of our city? Smoke, like all emissions will be carried by the wind. In Las Vegas, prevailing winds are westward; so, the emissions from this crematory will be spread by the wind eastward and cover our entire city.

THIS WILL AFFECT THE ENTIRE CITY, CERTAINLY MORE THAN THOSE LIVING WITHIN 100 FEET!

The fact that the state does not show that crematories are emitters of toxic fumes is not because it is safe, it is because they do not MONITOR the air emissions. I, point blank, asked EPA why not! **The reason they do not regulate crematories is because the "human body" cannot be considered hazardous waste. How much more hazardous is MERCURY, FORMALDYHYDE, RADIATION, PLUTONIUM, SILICONE, ETC.** This crematory CANNOT be located in a residential area and within a mile of 4 schools and surrounded all around by family homes. The

idea is that the human body is not considered solid waste, so crematories were removed from the "Other Solid Waste Incinerators" category under which the EPA planned to regulate them but failed to set a category on which to monitor their emissions. I guess, ignorance is bliss, if we don't know something is harming us—then it must be okay. I would urge our Council, if it were to consider approving this permit, to draft Air quality Controls and monitoring before approving it so it is not grandfathered in. To set emergency plans, should there be an accidental release. I would remind you of the dangers that were proven after the fact with Medite and that we not take this lightly. **Why must we rush into this decision**? These emissions will not stay up in the air and magically dissipate, what goes up WILL come down. That particulate matter will land in our vegetable gardens, our parks, our playground equipment and into our aquafer.

Air Quality Standards

Upon checking with both the EPA Regional office in Dallas and the State office in Santa Fe, I was told that there is presently no air quality controls for the State of NM except for Bernalillo County which have their own. If no one is monitoring the air quality around crematories, how do we know they are safe? Presently, I found 7 areas close to Las Vegas that have Air Quality Monitors. The 7 monitoring stations in our area all for asphalt, cement & lumber mills. I wonder, who is checking these? But I am sad to say no one is concerned about the carcinogens being emitted by crematories, **Addendum 9.**

The other pollutant to consider is that of the casket. While a casket is not required for cremation, many families are "SOLD" on the concept that you want the best for your loved one and is sold a beautiful casket for the viewing or services. Many of these caskets are made with pressed wood—formaldehyde; and some are metal. San Miguel, Las Vegas should not allow for these to be burned under any condition.

Years ago, the city closed down the animal crematory they conducted at the shelter. Why was it not acceptable at East Las Vegas but fine for a poor neighborhood in WLV where more toxins will be released?

Mr. Rogers, himself, objected to the crematory that Geno Martinez planned to open on South Grand a few years ago. I wanted to see what Mr. Roger's reason was for his objection so I requested the minutes of that Planning & Zoning meeting, through the Freedom of Information Act, but staff was unable to get them for me. If it was wrong for Mr. Rogers and Las Vegas then, what makes it okay now?

I am also presenting petitions from concerned citizens totaling 138 signatures. I was unable to collect them all but will present the rest at the September meeting. **Addendum 10 (10 pages).**

ADDENDUM 1
What is the Environmental Impact of Direct Cremation?

Even though cremation is practical and environmentally convenient, according to the **Cremation Society of Milwaukee in a May 07, 2023 report**, *cremation has its own environmental impact.*

1. Direct cremation is getting more popular, but individuals are also becoming more conscious of the influence that their activities have on the environment, and as a result, many people are seeking for methods to decrease their carbon footprint after they have already left this world. Cremation without an intermediate ceremony is one route that has become more common in recent years. Even though direct cremation is often seen as an eco-friendlier option to conventional burial practices, there is still an environmental effect associated with the practice. In this post, we will discuss the effects that direct cremation has on the surrounding ecosystem.

   In spite of the fact that direct cremation is sometimes presented as a green burial alternative, the practice does nonetheless have an effect on the natural world. The following is a list of some of the environmental problems that are caused by direct cremation:

F. Energy consumption

Cremation takes a considerable quantity of energy, which is normally produced by the combustion of fossil fuels. This energy is used throughout the cremation process. The Cremation Association of North America estimates that the typical cremation consumes the same amount of energy as a journey by automobile of around 310 miles (500 kilometers).

G. Air pollution

Cremation creates air pollutants such as nitrogen oxides, carbon monoxide, and particulate matter. These pollutants are known to have adverse health impacts on both humans and the environment, as well as contribute to the pollution of the air.

H. Emissions of greenhouse gases

The cremation process results in the release of emissions of greenhouse gases, notably carbon dioxide, which is a contributor to climate change. In accordance with the findings of a research conducted by the Cremation Association of North America, a typical cremation is responsible for the emission of around 534 pounds of carbon dioxide into the environment.

I. Mercury emissions

Another method that contributes to the release of mercury into the environment is cremation. This is because, at high temperatures, the mercury fillings in people's teeth will evaporate, and then the mercury will be discharged into the air. Mercury is a very hazardous chemical that has the potential to have adverse impacts on the health of both humans and the environment.

J. Waste

Even while cremation generates far less trash than conventional burial does, it nonetheless results in the production of garbage in the form of ashes since the body of the deceased is burned. Ashes like this, if not properly disposed of, have the potential to cause damage to the surrounding area if not handled with care.

[1]May 07, 2023 report by the Cremation Society of Milwaukee

ADDENDUM 2

Four Reasons to Consider Cremation Without Embalming

https://www.tulipcremation.com

Do you have to be embalmed to be cremated?

The short answer is "no," cremations can happen without any form of embalming. Right now, there are excellent alternatives to embalming that have many advantages.

People are choosing other options both for themselves and for their loved ones. Cremation without embalming, in particular, is gaining ground as more and more people become aware of its benefits.

The benefits of cremation without embalming

Better known as direct cremation, cremation without embalming has a number of advantages over traditional burial and even traditional cremation (which includes embalming and a ceremony prior to the cremation itself).

#1: It's environmentally friendlier.

While embalming practices have become safer over the years, there are still major environmental risks involved. This is due to the harmful chemicals used to embalm a human body, which include **methanol, phenol, glutaraldehyde, paraformaldehyde, and formaldehyde. Flammable, corrosive, and highly toxic, these chemicals aren't just a danger to the morticians who work with them on a daily basis. Following burial, they can also leach into the surrounding earth and even nearby waterways, posing a threat to both local flora and fauna alike.**

Direct cremation, on the other hand, is environmentally friendlier in that it doesn't require the use of any of these chemicals. Direct cremation takes place so soon enough after death that preservation methods like embalming simply aren't necessary. This means that, regardless of whether your loved one's ashes will be scattered, buried, or kept at home, there's no risk from hazardous embalming materials.

#2: It's less invasive.

For some, embalming is an attractive option because it appears to keep a loved one's remains intact after death. When the process is complete, it's easy to imagine that they've simply been peacefully asleep the whole time.

However, embalming is actually an invasive procedure not unlike surgery. Bodily fluids are removed, and eyes and mouths must be artificially shut. With direct cremation, a minimally invasive procedure may be required in order to remove medical devices like pacemakers, but otherwise, no surgical tools are necessary to prepare a body for direct cremation. Instead, once all jewelry and other materials are removed, a body will be placed directly into a cremation container and then enter the cremation chamber, the contents of which will be gently broken down into ash.

#3: It's more affordable.

For many families, the question of direct cremation versus more traditional options may come down to what they can reasonably afford. Both traditional burial and cremation services that include embalming tend to cost, on average, $6,000 to $7,000. Even a direct burial, with no embalming, will typically cost around $3,000.

In contrast, most direct cremation services cost $2,000 or less, with a select few providers offering prices as low as $650. This is because of how straightforward the process is when compared with other services. No embalming tools or chemicals are needed, nor is a fancy casket or any of the usual "upgrades" offered by many traditional funeral homes. Instead, you pay only for what's necessary in the cremation process. You are then free to arrange a memorial service that best fits both your loved one's memory and your family's budget.

ADDENDUM 3

Table M-5 Number of Deaths by Age, County, and Health Region New Mexico, 2019, and United States, 2018 Both Sexes

	All Ages	Less than 1	1-4	5-14	15-24	25-34	35-44	45-54	55-64	65-74	75-84	85+	Unknown or Not Stated
United States	2,839,205	21,467	3,830	5,450	30,154	58,844	80,380	164,837	374,836	543,778	675,205	880,280	144
New Mexico	19,537	132	28	46	307	659	870	1,325	2,627	3,804	4,536	5,203	0
County													
Bernalillo	6,039	36	7	11	98	221	272	408	809	1,102	1,330	1,745	0
Catron	49	0	0	0	0	0	1	3	5	10	16	14	0
Chaves	685	5	1	3	6	20	22	49	109	130	162	178	0
Cibola	279	3	0	2	6	13	13	21	34	53	71	63	0
Colfax	156	3	0	0	6	1	5	3	22	32	39	45	0
Curry	417	8	1	0	9	11	14	24	45	86	106	113	0
De Baca	24	0	0	0	1	0	3	0	2	9	3	6	0
Dona Ana	1,697	9	1	4	26	38	60	114	234	330	403	478	0
Eddy	619	5	0	1	8	22	21	54	91	133	126	158	0
Grant	391	1	0	0	5	3	15	14	47	78	119	109	0
Guadalupe	52	0	0	0	1	2	1	4	9	7	16	12	0
Harding	6	0	0	0	0	0	0	0	1	2	1	2	0
Hidalgo	58	0	0	0	0	1	1	3	5	18	14	16	0
Lea	609	5	3	1	15	22	26	43	96	108	155	135	0
Lincoln	240	1	0	0	0	4	8	6	40	55	78	48	0
Los Alamos	123	0	0	1	2	2	5	5	9	20	24	55	0
Luna	297	0	0	1	1	4	10	13	39	58	85	86	0
McKinley	699	6	3	4	18	66	82	78	83	108	124	127	0
Mora	54	1	0	0	1	1	2	3	10	12	15	9	0
Otero	620	9	0	2	15	15	22	27	89	144	144	153	0
Quay	117	1	0	0	1	2	2	6	18	19	30	38	0
Rio Arriba	430	2	2	2	7	18	27	55	67	71	87	92	0
Roosevelt	173	1	1	0	5	3	6	17	24	47	25	44	0
Sandoval	1,250	5	2	3	25	36	47	90	139	249	294	360	0
San Juan	1,182	7	4	2	24	51	80	98	153	217	271	275	0
San Miguel	293	4	0	0	2	12	9	17	51	64	55	79	0
Santa Fe	1,316	7	2	3	13	47	53	58	151	272	326	384	0
Sierra	210	0	0	0	0	3	3	10	16	51	73	54	0
Socorro	173	3	0	1	2	5	8	7	24	45	43	35	0
Taos	298	2	0	0	3	9	11	27	40	67	72	67	0
Torrance	166	1	0	1	3	2	6	14	35	41	32	31	0
Union	49	0	0	0	0	3	1	3	7	8	11	16	0
Valencia	750	6	1	4	4	21	31	47	122	153	185	176	0
Unknown	16	1	0	0	0	1	3	4	1	5	1	0	0
Health Region													
Northwest	2,160	16	7	8	48	130	175	197	270	378	466	465	0
Northeast	2,777	19	4	6	35	95	114	175	367	555	646	761	0
Metro	8,205	48	10	19	130	280	356	559	1,105	1,545	1,841	2,312	0
Southeast	2,884	26	6	5	45	84	102	199	425	587	685	720	0
Southwest	3,495	22	1	8	49	69	120	191	459	734	897	945	0
Unknown	16	1	0	0	0	1	3	4	1	5	1	0	0

See Age-specific death rates and Age-adjusted death rates (all ages).
See *Technical Appendix* for information on health regions.

ADDENDUM 4

Table M-8 Method of Final Disposition for Deaths Occurring in New Mexico 2010-2019

Year	Total	Burial		Cremation		Removal		Other and Unspecified	
	Number	Number	Percent	Number	Percent	Number	Percent	Number	Percent
2019	18,939	5,600	29.6	12,053	63.6	594	3.1	692	3.7
2018	18,452	5,390	29.2	11,731	63.6	642	3.5	689	3.7
2017	18,060	5,543	30.7	11,082	61.4	638	3.5	797	4.4
2016	17,757	5,696	32.1	10,614	59.8	644	3.6	803	4.5
2015	17,064	5,751	33.7	9,944	58.3	629	3.7	740	4.3
2014	16,970	5,881	34.7	9,712	57.2	602	3.5	775	4.6
2013	16,298	5,780	34.1	9,169	56.2	591	3.6	758	4.7
2012	16,190	5,926	36.6	8,885	54.9	611	3.8	768	4.7
2011	15,982	6,024	37.7	8,699	54.4	633	4.0	626	3.9
2010	15,511	5,997	38.7	8,320	53.6	619	4.0	575	3.7

Removal refers to removal of remains from New Mexico to another state or country.
Other and Unspecified includes donation, entombment, and all other and unspecified means of disposition.

ADDENDUM 5 (5 pages)

https://www.srca.nm.gov/parts/title16/16.064.0004.html

TITLE 16 OCCUPATIONAL AND PROFESSIONAL LICENSING

CHAPTER 64 FUNERAL HOMES AND DISPOSERS

PART 4 REQUIREMENTS FOR ESTABLISHMENTS AND CREMATORIES

16.64.4.1 ISSUING AGENCY: New Mexico board of funeral services.

[6/15/1996, 1/22/1999; 16.64.4.1 NMAC - Rn & A, 16 NMAC 64.4.1, 9/15/2001; A, 8/8/2012]

16.64.4.2 SCOPE: 16.64.4 NMAC applies to all licensees and applicants for establishment and crematory licensure.

[6/15/1996; 16.64.4.2 NMAC - Rn, 16 NMAC 64.4.2, 9/15/2001]

16.64.4.3 STATUTORY AUTHORITY: 16.64.4 NMAC is adopted pursuant to the Funeral Services Act, Sections 61-32-2, 61-32-4, 61-32-6, 61-32-7, 61-32-8, 61-32-11, 61-32-13, 61-32-18, 61-32-20 and 61-32-21 NMSA 1978.

[6/15/1996; 16.64.4.3 NMAC - Rn, 16 NMAC 64.4.3, 9/15/2001; A, 8/8/2012]

16.64.4.4 DURATION: Permanent.

[6/15/96; 16.64.4.4 NMAC - Rn, 16 NMAC 64.4.4, 9/15/2001]

16.64.4.5 EFFECTIVE DATE: September 26, 1993, unless a different date is cited at the end of a section.

[6/15/1996; 16.64.4.5 NMAC - Rn & A, 16 NMAC 64.4.5, 9/15/2001]

16.64.4.6 OBJECTIVE: 16.64.4 NMAC is to establish the minimum requirements for establishments and crematories, separate establishments, changes of establishment and crematory licenses and refrigeration of dead human bodies.

[6/15/1996; 16.64.4.6 NMAC - Rn, 16 NMAC 64.4.6, 9/15/2001]

16.64.4.7 DEFINITIONS: [RESERVED]

[6/15/1996; 16.64.4.7 NMAC - Rn, 16 NMAC 64.4.7, 9/15/2001]

16.64.4.8 GENERAL PROVISIONS: The following requirements pertain to all establishments and crematories:

A. The building in which an establishment or crematory is located shall be in conformity with the requirements of the applicable federal, state and local statutes, rules, ordinances and zoning provisions, of good appearance and devoted primarily to the purpose for which it is licensed; provided, however, that a crematory may be located at any establishment if allowed by local ordinances and zoning provisions.

B. The site and any rooms or areas within the structure thereon, and the use thereof, shall conform to all applicable state and local statutes, rules, ordinances and zoning provisions, and shall be in clean condition and good repair at all times.

C. There shall be some identification visible from the street identifying the name of the establishment as licensed by the board; provided, however, that crematories shall not be required to have visible identification.

D. Within this state there may be presently licensed establishments which were lawful before 16.64 NMAC was effective in its original form on September 14, 1988, but which would not conform to the provisions of 16.64.4 NMAC, or future amendment. It is the intent of 16.64 NMAC to permit these physical structure nonconformities in accordance with the Funeral Services Act. To effectuate this intent, the application of 16.64 NMAC shall be prospective only from and after its effective date in its original form on September 14, 1988 and any existing physical structure nonconformity in a presently licensed establishment shall not be deemed grounds for revocation, suspension, denial or non-renewal of an establishment license for facilities existing and approved under the statutes and 16.64 NMAC in force at the date of the adoption hereof. Any such establishment whose license is revoked or not renewed, or any establishment which has any change in ownership as outlined in 16.64.4.11 NMAC shall be subject to the requirements of the board at the time such establishment applies to again become licensed. The provisions of 16.64.4 NMAC shall be deemed severable.

[2/7/1976...6/15/1996; 16.64.4.8 NMAC - Rn & A, 16 NMAC 64.4.8, 9/15/2001; A, 8/8/2012; A, 11/1/2019]

16.64.4.9 MINIMUM REQUIREMENTS OF ESTABLISHMENTS:

A. To be licensed by the board, each funeral services establishment shall have and maintain the following minimum requirements:

(1) a chapel/room specifically used for gatherings, rituals and ceremonies, which shall be at least 600 square feet (inside-wall-to-inside-wall) in size, and shall:

(a) have the capacity for seating not less than 60 persons and for the proper display of a casket containing the deceased;

(b) have good ventilation;

(c) be entirely and completely separated from both the preparation room and the casket display room, except for entrances and exits having doors; and

(2) a casket display room which shall be not less than 450 square feet (inside-wall-to-inside-wall) in size and shall:

(a) contain burial caskets or a range of models and prices with not less than 12 different adult burial caskets or models normally displayed, and if models are displayed then the burial caskets shall be available and warehoused within 50 miles of the establishment; and

(b) be adequately illuminated; and

(c) any rental casket considered for internment or cremation services shall have written disclosure as previously used merchandise; consent form shall be provided and signed by the surviving spouse or next of kin; and

(3) a preparation room which shall be not less than 150 square feet (inside-wall-to-inside-wall) in size and shall:

(a) be equipped with a sanitary flooring of tile or other suitable hard, impervious surface;

(b) be equipped with necessary drainage, lighting and ventilation;

(c) be equipped with the equipment and supplies necessary to embalm and otherwise prepare the human dead for final disposition and transportation including running hot and cold water, embalming table, head/arm/foot block, embalming machine, aspirator, arterial tubes, trocar with hose, cavity fluid injector, metal drain tubes or spring forceps, aneurysm needles/hooks, scissors, vascular clamps/locking forceps, hypo treatment needle, nasal aspirator, scalpel with sufficient blades, suture needles and suture thread, cotton, sufficient trocar buttons with applicator, razor, cosmetics, sealing powder, hardening compound, arterial and cavity fluid; and

(d) be entirely enclosed by flooring, walls and ceiling, except for proper ventilation and entrances and exits having doors.

B. To be licensed by the board, each commercial establishment shall have and maintain the following minimum requirements:

(1) a preparation room as outlined in Paragraph (3) of Subsection A of 16.64.4.9 NMAC; and

(2) an office which is entirely enclosed by flooring, walls and ceiling, except for proper ventilation and entrances and exits having doors, and which is totally separate from the preparation room except for entrances and exits having doors; and

(3) commercial establishments shall be exempt from the requirements of Paragraphs (1) and (2) of Subsection A of 16.64.4.9 NMAC, provided the licensee in charge certifies to the board that the commercial establishment will not exceed the provisions allowed for commercial establishments in the Funeral Services Act.

C. To be licensed by the board, each direct disposition establishment shall have and maintain the following minimum requirements:

(1) a room for sheltering dead human bodies which shall:

(a) be equipped with a sanitary flooring of tile or other suitable hard, impervious surface;

(b) be equipped with necessary drainage, lighting and ventilation;

(c) have a refrigeration unit thermostatically controlled with a minimum storage area of 12 and one-half cubic feet per body;

(d) be entirely enclosed by flooring, walls and ceiling, except for proper ventilation and entrances and exits having doors;

(2) an office which is entirely enclosed by flooring, walls and ceiling, except for proper ventilation and for entrances and exits having doors, and which is totally separate from the room where bodies are sheltered except for entrances and exits having doors; and

(3) if the establishment contains burial caskets or a range of models the establishment shall comply with the requirements of Paragraph (2) of Subsection A of 16.64.4.9 NMAC.

D. To be licensed by the board, each funeral establishment shall: entirely complete a body tracking sheet which shall be kept in the deceased file; and obtain and maintain body transport record log at the time of which the deceased is transported to the establishment which shall be kept in the deceased file; the log shall include:

(1) name of deceased;

(2) date of death;

(3) time of death;

(4) date and time placed in refrigeration;

(5) date and time removed from refrigeration;

(6) condition of body prior to transport;

(7) condition of body at the time of delivery; and

(8) weather conditions during time of transport.

[2/7/1976...9/26/1993, 1/22/1999; 16.64.4.9 NMAC - Rn & A, 16 NMAC 64.4.9, 9/15/2001; A, 4/2/2010; A, 8/8/2012; A, 11/1/2019]

16.64.4.10 LICENSEE IN CHARGE AND SEPARATE ESTABLISHMENTS:

A. Each establishment shall have in charge, full-time therein, a funeral service practitioner.

(1) The licensed funeral service practitioner for a funeral establishment shall live within 90 minutes by legal road travel of the establishment.

(2) The licensed funeral service practitioner of a commercial establishment shall live within 90 minutes by legal road travel of the establishment.

(3) The licensee in charge of a direct disposition establishment shall be a licensed direct disposer, and shall live 90 minutes by legal road travel of the establishment.

B. A licensee in charge may be licensee in charge of more than one establishment provided that the requirements outlined in Subsection A of 16.64.4.10 NMAC have been met, and:

(1) the establishments are within 50 miles by legal road travel of each other;

(2) the licensee in charge lives within 90 minutes by legal road travel of each establishment; and

(3) application is made in accordance with the requirements outlined in 16.64.4.11 NMAC for a change in the licensee in charge.

[2/7/1976...9/26/1993; 16.64.4.10 NMAC - Rn & A, 16 NMAC 64.4.10, 9/15/2001; A, 10/6/2012]

16.64.4.11 CHANGES OF ESTABLISHMENT AND CREMATORY LICENSES:

A. An establishment or crematory license is an authority granted to the person, firm partnership, corporation, association, joint venture, or other organization, or any combination thereof, and is not transferable. A change in business designation of an establishment or crematory or of a licensee in charge of an establishment may have the legal effect of attempting to transfer the license and of operating without a license. Therefore, all such changes shall be filed with the board on an application form prescribed by the board, accompanied by the required fees, within 30 days following any such change.

(1) Incorporation creates a new legal entity which requires a new license even though one or more stockholders, officers or directors have been previously issued a license. A license to practice funeral service or direct disposition held by a stockholder, officer of director is not authority to the corporation to operate as a funeral or direct disposition establishment.

(2) The organization of a partnership or joint venture creates a new legal entity which requires a new license, even though one or more of the partners have previously been issued a license.

(3) The dissolution of a corporation or partnership which has been issued a license, operates to terminate the license and no individual or firm may operate under such a terminated license.

(4) The change of members of a general partnership, or in the general partner membership of a limited partnership, either the addition or withdrawal of a partner or partners, establishes a new legal entity which requires a new license and such partnership cannot operate on a license of the former partnership.

(5) The change of ownership of fifty percent or more of the stock in a corporation or shares in a partnership operates to terminate the license and a new license is required, even if the licensee in charge does not change.

(6) A change in the licensee in charge operates to terminate the establishment license and the establishment can continue to operate only under a new license granted by the board and designating the new licensee in charge. The revocation, suspension, lapse or other loss of the license of the licensee in charge shall likewise cause a termination of the existing establishment license.

(7) A change in location of an establishment or crematory shall require a new establishment or crematory license.

(8) A change in the name of an establishment or crematory shall require a new establishment or crematory license.

(a) Any change in name shall not be announced, used, or in any way conveyed to the public until the new license is issued by the board.

(b) All advertising, signs, listings, newspaper notices, as well as all stationery, business cards, etc., as well as those on the internet, of an establishment or crematory licensed by the board shall include the name, license number and address of the establishment or crematory, exactly as licensed by the board, and all references to the new name shall be changed within 30 days following the board meeting at which the new license was issued.

B. Prior to the issuance of a new license under Subsection A of 16.64.4.11 NMAC the board may require an inspection of the establishment or crematory, however an inspection of the establishment or crematory shall be required for a change under Paragraph (7) of Subsection A of 16.64.4.11 NMAC prior to the issuance of a new license.

C. Failure to file for a change of an establishment or crematory license within the 30 day period shall be grounds for termination of licenses of the establishment and the licensee in charge, or of the crematory license.

D. Upon filing for any change, the establishment or crematory shall continue to operate under its current license until the next board meeting, provided all other provisions of the Funeral Services Act are followed.

E. Re-inspections.

(1) The requirement for a re-inspection is based on the following:

(a) the inspector has attempted on two occasions to inspect the establishment or crematory to no avail, and would include the situation where the establishment or crematory is closed during normal business hours and that the licensee in charge is not available within one hour of contact made or attempted by the inspector; or

(b) the establishment or crematory is found to be in non-compliance with the board's inspection requirements.

(2) A re-inspection and penalty fee will be imposed on any establishment or crematory if a re-inspection is required. The licensee in charge of an establishment or a crematory authority will be informed that a re-inspection and penalty fee is being assessed and the reason for the re-inspection.

(3) If the board has good reason to believe that the Funeral Services Act or 16.64 NMAC, governing the inspection requirements have been violated, a re-inspection and penalty fee will be assessed only if a violation exists.

[2/7/1976...9/26/1993; 1/22/1999; 16.64.4.11 NMAC - Rn & A, 16 NMAC 64.4.11, 9/15/2001; A, 8/8/2012; A, 11/1/2019]

16.64.4.12 REFRIGERATION: All bodies which are refrigerated in lieu of, or prior to, embalming shall be stored at a temperature not to exceed 40 degrees fahrenheit {five degrees celsius} and shall not be taken out of refrigeration until such time as the dead human body is being prepared to be embalmed, upon final disposition, or for identification purposes only not to exceed 30 minutes.

[2/6/1982...9/26/1993; 16.64.4.12 NMAC - Rn & A, 16 NMAC 64.4.12, 9/15/2001]

History of 16.64.4 NMAC:

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives:

Regulation No. 10, Necessary Drainage, Ventilation, Sanitary Flooring and Necessary and Suitable Instruments, Supplies and Merchandise in a Funeral Establishment, 8/15/1988.

Regulation 10, Minimum Requirements of Funeral Establishments, Commercial Embalming Establishments, Direct Disposition Establishments and Crematories, 4/15/1991.

Reg. 11, Minimum Requirements of Establishments and Crematories, 8/27/1993.

Regulation No. 7, Transfer of Funeral Establishment License, 8/28/1990.

Regulation 7,Changes of Establishment and Crematory Licenses, 4/15/1991.

Reg. 13,Changes of Establishment and Crematory Licenses, 8/27/1993.

Regulation No. 8, Separate Establishment, 8/15/1988.

Regulation 8, Separate Funeral Establishment, 4/15/1991.

Regulation 8, Separate Funeral and Direct Disposition Establishments, 4/15/1992.

Reg. 12, Separate Establishments, 8/27/1993.

Regulation No. 22, Embalming, 1/7/1981.

Regulation No. 11, Embalming, 8/15/1988.

Regulation 11, Embalming, 4/15/1991.

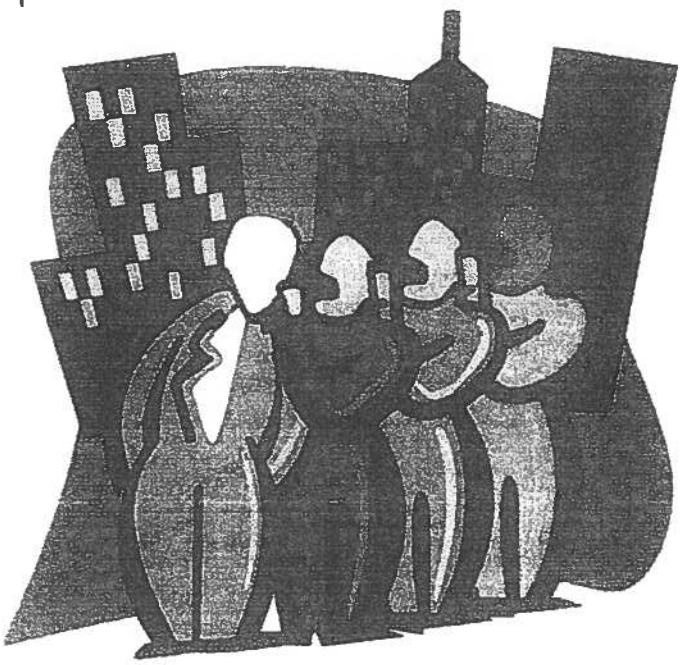
Reg. 14, Refrigeration, 8/27/1993.

Section 5, Direct Disposition Rules and Regulations - Establishment, 12/9/1988.

Section 7, Crematory Rules and Regulations - Crematories - Inspections, 12/9/1988.

History of Repealed Material: [RESERVED]

ADDENDUM 6 (9 pages)



CITY OF LAS VEGAS SPECIAL USE PERMIT APPLICATION

NOTE: $125.00 application fee as per ordinance No. 04-13, adopted August 18, 2004.

COMMUNITY DEVELOPMENT DEPARTMENT

505-454-1401

Applicants Guide to Submitting a SPECIAL USE PERMIT

Special Use Permit

A permit required as prerequisite to the establishment of certain uses in certain zoning districts. Uses requiring a special use permit are specified by zoning district and can be found in the City of Las Vegas Zoning Ordinance. Special uses are uses of land that have the potential to be incompatible with the surrounding neighborhood. These uses have different characteristics than the surrounding neighborhood including the potential to increase traffic, noise, or lighting glare, and may not be suitable for all areas.

Application Process

Special Use Permit applications can be obtained from the City Community Development Department, 1700 North Grand Ave., or on the City of Las Vegas website at www.lasvegasnm.gov under Community Development Forms. Review request with Zoning Official. Complete and submit application including:

- Letter of Intent
- Address
- Property size acreage
- Copy of current deed to the land and authorization form (if applicant and owner are not the same)
- Zoning classification
- Site Plan
- Current use of property
- Surrounding land use
- Fees: $125*

***NOTE: Application fees are non-refundable. There are no guarantees that your application will be approved.**

Application Review Process

Completed application *may* be reviewed by the *Development Review Team where recommendations will be made to insure compliance with Development Standards for presentation to the Board of Adjustment. **All Special Use Permit applications must be filed with Zoning staff the first day of the month, or earlier. If deadline is not met for filing, proposals will be subject to a continuation at the following month's Board of Adjustment meeting.***

The Development Review Team *DRT meets the second Tuesday of each month at 10:00 a.m., and the Planning and Zoning Commission (Board of Adjustment) meets the last Monday of each month (excluding holidays) at 4:00 p.m. in City Council Chambers 1700 North Grand Ave.

SPECIAL NOTE:
The applicant shall demonstrate that the considerations listed below have been addressed. If an application is denied, the Board of Adjustment shall specify in its findings which of these considerations, if any were not adequately addressed:

1. **CIRCULATION:** Number and location of access points to the property and the proposed structures, with particular references to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire.
2. **PARKING AND LOADING:** Location of off street parking and loading areas.
3. **EFFECT ON ADJACENT OR NEIGHBORING PROPERTY:** Effects of the proposed use on nearby property, including, but not limited to the effects of noise, glare, odor and traffic.
4. **SERVICE ENTRANCES AND AREAS:** Locations of refuse and service areas with particular reference to ingress and egress of service vehicles.
5. **UTILITIES:** Location and availability of utilities.
6. **SCREENING AND LANDSCAPING:** Installation of screening and fencing where necessary to protect adjacent property.
7. **SIGNS AND LIGHTING:** Locations of exterior lighting and signs with reference to glare, traffic safety, economic effect and compatibility with other properties in the area.
8. **OPEN SPACE:** Location of required yards and other open spaces and preservation of existing trees and other natural features.
9. **COMPATIBILITY:** The level of general compatibility with nearby properties and the appropriateness of the use in relationship to other properties.
10. **ANY OTHER REVIEW FACTORS WHICH THE BOARD OF ADJUSTMENT CONSIDERS TO BE APPROPRIATE TO THE PROPERTY IN QUESTION.**

VIOLATIONS OF ANY OF THE CONDITIONS SHALL BE TREATED IN THE SAME MANNER AS OTHER VIOLATIONS OF ORDINANCE NO. 03-01.

Staff Review Process

1. After an application is accepted as complete, community development staff will schedule the request on the Board of Adjustment agenda. (note: any application found to be incomplete shall be rescheduled for the following month)
2. Zoning staff will:
   a. Advertise the public hearing once in the local newspaper having a general circulation in the city, fifteen (15) days-before the public hearing.
   b. Post sign(s) on the property fifteen (days) prior to the public hearing, indicating notice of proposed special use permit.
   c. Send written notice to all adjacent property owners.
   d. Staff will present your application to the Board of Adjustment at a public hearing usually the last Monday of the month. Either the applicant or a representative should attend the public hearing to answer any questions regarding you application.
3. The Board of Adjustment will make a determination to grant the permit with conditions or to deny the permit. If the permit is granted construction work is to proceed within six (6) months after issuance of the special use permit. If permit is denied applicant may appeal the decision to the City Council. This would require staff follow the same notification procedures as mentioned above. (note: any opponents of a special use permit application may also appeal any decision made by the Board of Adjustment)

City of Las Vegas
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov
Mayor David Romero

July 3, 2024

Billy G. Rogers
2315 Hot Springs Blvd.
Las Vegas, New Mexico 87701

Re: Crematory

Dear Mr. Rogers

This is to give you formal notice that the Planning and Zoning/Board of Adjustment will hold their regular scheduled meeting on July 29, 2024 at 4:00 p.m. at 500 Railroad Avenue. A conditional use permit on your request to establish a crematory within the confines of the Gonzales Funeral Home site at 2315 Hot Springs Blvd will be considered at this time.

In all cases dealing with property issues, anyone wishing to speak for or against an issue will be sworn in. City staff will initially present the item to the Board, the Chairman will then open the meeting for public input, and you or anyone who wishes to speak for or against the issue may address the Board at this time.
City staff encourages you to be present at the meeting and further encourages y to speak on your behalf when given the opportunity.

Enclosed is a copy of the agenda and the vicinity notice letter sent to property owners within 100 feet of the subject site.

If you have any question, please give me a call at 505-454-14010 ext. 1608

Sincerely,

Charles Ortiz
Planning and Zoning Coordinator

Xc Lucas Marquez, Community Development Director
File

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

APPLICTION FOR CONDITIONAL USE PERMIT –Request for Conditional Use Permit to allow Gonzales Funeral Home, Inc, to operate a crematory within the confines of a building behind Gonzales Funeral Home, for property located at 2315 Hot Springs Blvd., Las Vegas, NM 87701

APPLICANT(S): Billy G. Rogers, Director
Gonzales Funeral Home, Inc
2315 Hot Springs Blvd
Las Vegas, NM 87701

1-094-093-231-089 - -S ½ of Lot 6, all of Lots 7-8-9, Block 1, Reynolds Addition - -
No Deed Book 7 Page listed

OWNER(S): Billy G. Rogers, Director
Gonzales Funerals Home, Inc.
2315 Hot Springs Blvd.
Las Vegas, NM 87701

1. 1-094-09-203-097
Carmen Gomez
2321 Church Street
Las Vegas, NM 87701

2. 1-094-093-205-093
Steven M. Gallegos
2320 Church Street
Las Vegas, NM 87701

3. 1-094-093-208-090
Ruben & Rose Ortiz
2318 Church Street
Las Vegas, NM 87701

4. 1-094-093-210-082
Jose Ray & Modesta Herrera
615 San Miguel Street
Las Vegas, NM 87701

5. 1-094-093-215-083
Josie Arguello
P.O Box 2093
Las Vegas, NM 87701

6. 1-094-093-220-083
Isabel U. Ortiz C/O
Box 4500 Diaz Road
Los Lunas, NM 87031

7. 1-094-093-218-108
Jim Croto
2323 Hot Springs Blvd
Las Vegas, NM 87701

8. 1-094-093-237-067
Pauline F. Sanchez Trust
1820 Paisano Road
Las Cruces, NM 88005

9. 1-094-093-258-073
Joseph Edward
9663 Santa Monica Blvd. #601
Beverly Hills, CA 80210

10. 1-094-093-262-072
Joseph Gene Lucero
2225 Hot Springs Blvd.
Las Vegas, NM 87701

11. 1-094-093-236-116
David West & Mary Haley
501 Moreno Street
Las Vegas, NM 87701

12. 1-094-093-2248-109
David West & Mary Haley
501 Moreno Street
Las Vegas, NM 87701

13. 1-094-093-243-105
Antonio G. Gutierrez
P.O. Box 691
Las Vegas, NM 87701

14. 1-094-093-264-125
Harold & Lucinda Garcia
P.O. Box 3197
Las Vegas, NM 87701

15. 1-094-093-253-108
Henrietta R. Romero
2318 Hot Springs Blvd
Las Vegas, NM 87701

16. 1-094-093-220-083
Joseph & Michelle Ulibarri
2310 Hot Springs Blvd
Los Lunas, NM 87031

17. 1-094-093-261-091
Joseph & Michelle Ulibarri
2310 Hot Springs Blvd
Las Vegas, NM 87701

18. 1-094-093-266-095
Theresa D. Garcia
2604-8th Street
Las Vegas, NM 87701

19. 1-094-093-270-091
Joseph A. Esquibel
3 Frost Drive
Roswell, NM 88203

REQUEST FOR SPECIAL USE OR CONDITIONAL USE PERMIT APPLICATION

APPLICANT'S DATA:

Name of applicant: Billy G. Rogers D/B/A Gonzales Funeral Home In

Address: 2315 Hot Springs Blvd

City: Las Vegas **State:** NM **Zip code:** 87701

What is your interest in this property? X **Owner?** ___ **Purchaser?** ___ **Seller?** ___ **Other?**

Address of proposed property, if any: 2315 Hot Springs Blvd.

Name of owner if different than applicant: ___

NOTE: APPLICANT REQUESTING SPECIAL USE PERMIT OR CONDITIONAL USE PERMIT TO OPERATE ON THE PROPERTY DESCRIBED HEREIN WILL COMPLY WITH ALL THE CITY OF LAS VEGAS ZONING ORDINANCE AND AMENDMENTS THERETO.

Please provide a copy of the deed to the proposed property

What is the present use of the property? Commercial
(residential, commercial, etc)

Please describe what your intent is for this property in order to understand why you have applied for the special use permit or the conditional use permit.

Present zoning ordinances do not provide for zoning + Crematories. The intended use of the Specific Special use permit is for a Crematory.

Billy G Rogers
APPLICANT'S SIGNATURE

06-11-2024
DATE

Billy G Rogers
OWNER'S SIGNATURE (IF APPLICABLE)

06-11-2024
DATE

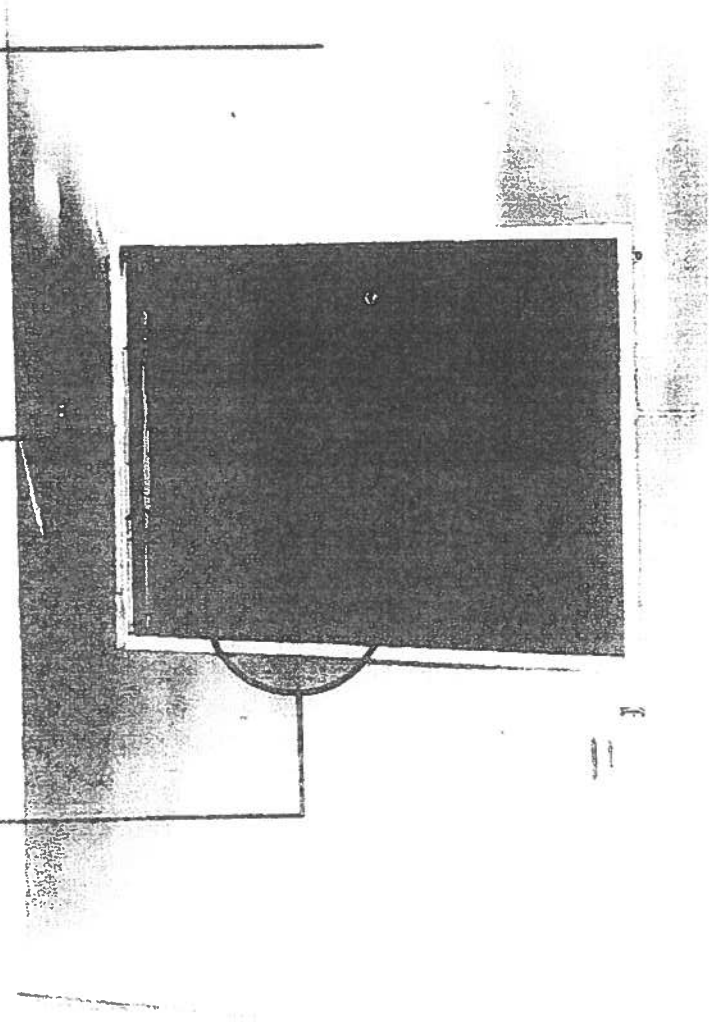
N-2

Burners: Natural Gas(NG) or Propane(LP)

Exterior Finish: Stainless Steel or Brushed Aluminum Front. Colbolt Grey or custom painted sides.

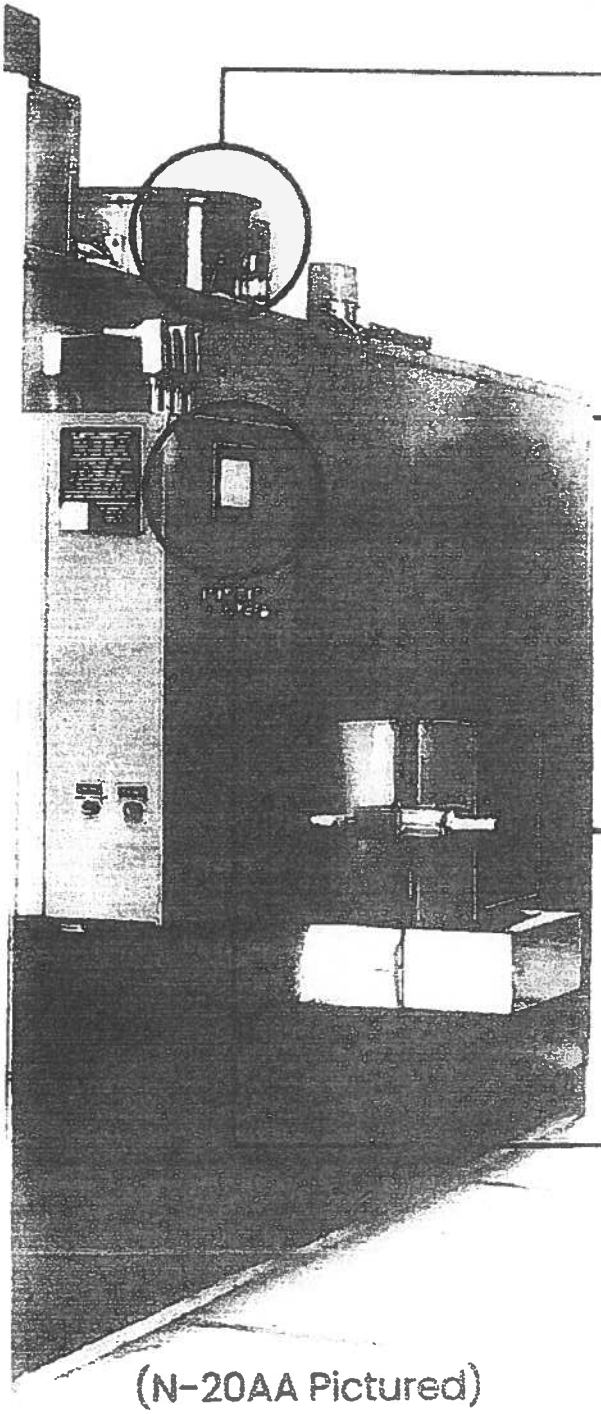
Cremation Rate: 4-5 Cremations per day. 150 lbs per hour.

Loading Door: Powered hydraulic door with 40" opening.



Maximum Body Weight Capacity: 700 lbs.

Series



(N-20AA Pictured)

Opacity Monitor: Continuous monitoring of smoke with built in sequencing to eliminate smoke if detected in the venturi.

Hot Hearth Design: This design allows for wasted burning heat to be recycled through the floor, eliminating fluid problems, lowering fuel consumption, and extending the hearth life.

Side Door Cleanout: Manual swing door to maximize heat retention, with easier and safer removal of the Cremated Remains.

System Controls: 9" PLC colored touch screen operating system.

Color Options:

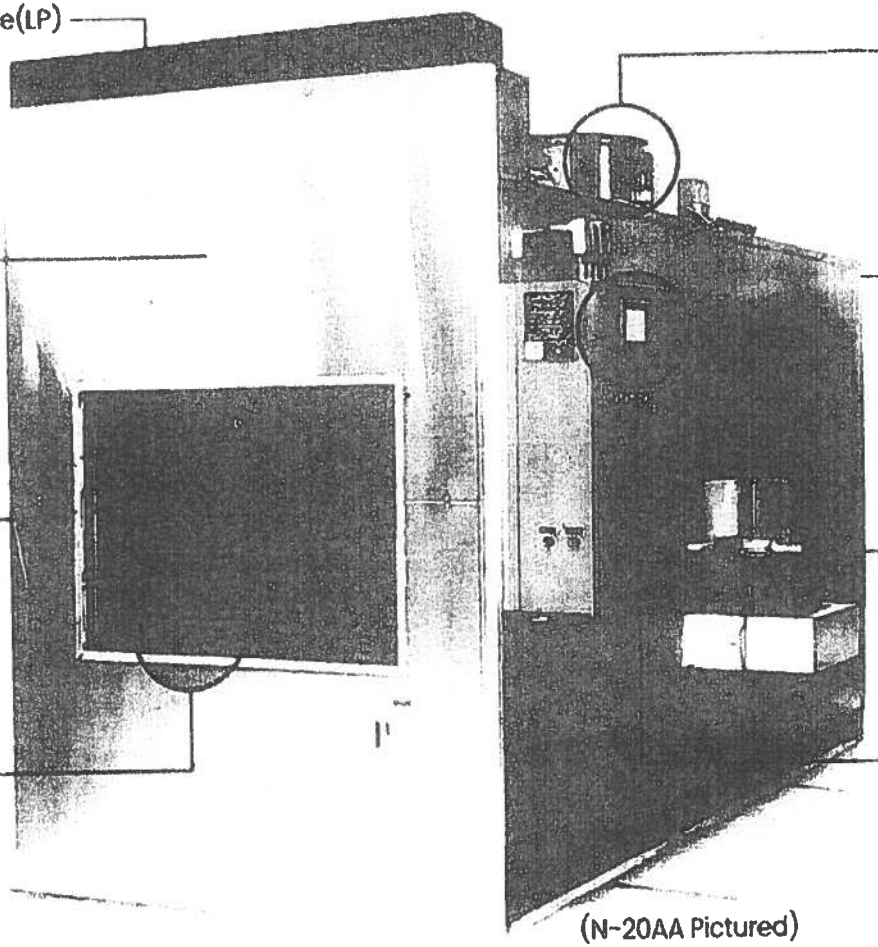
N-20 Series

Burners: Natural Gas(NG) or Propane(LP)

Exterior Finish: Stainless Steel or Brushed Aluminum Front. Colbolt Grey or custom painted sides.

Cremation Rate: 4-5 Cremations per day. 150 lbs per hour.

Loading Door: Powered hydraulic door with 40" opening.



(N-20AA Pictured)

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System Controls: 9" PLC colored touch screen operating system.

Maximum Body Weight Capacity: 700 lbs.

Color Options:

ADDENDUM 7

Google Maps 320 Taos St

Las Vegas, New Mexico

Google Street View

Feb 2024 See more dates

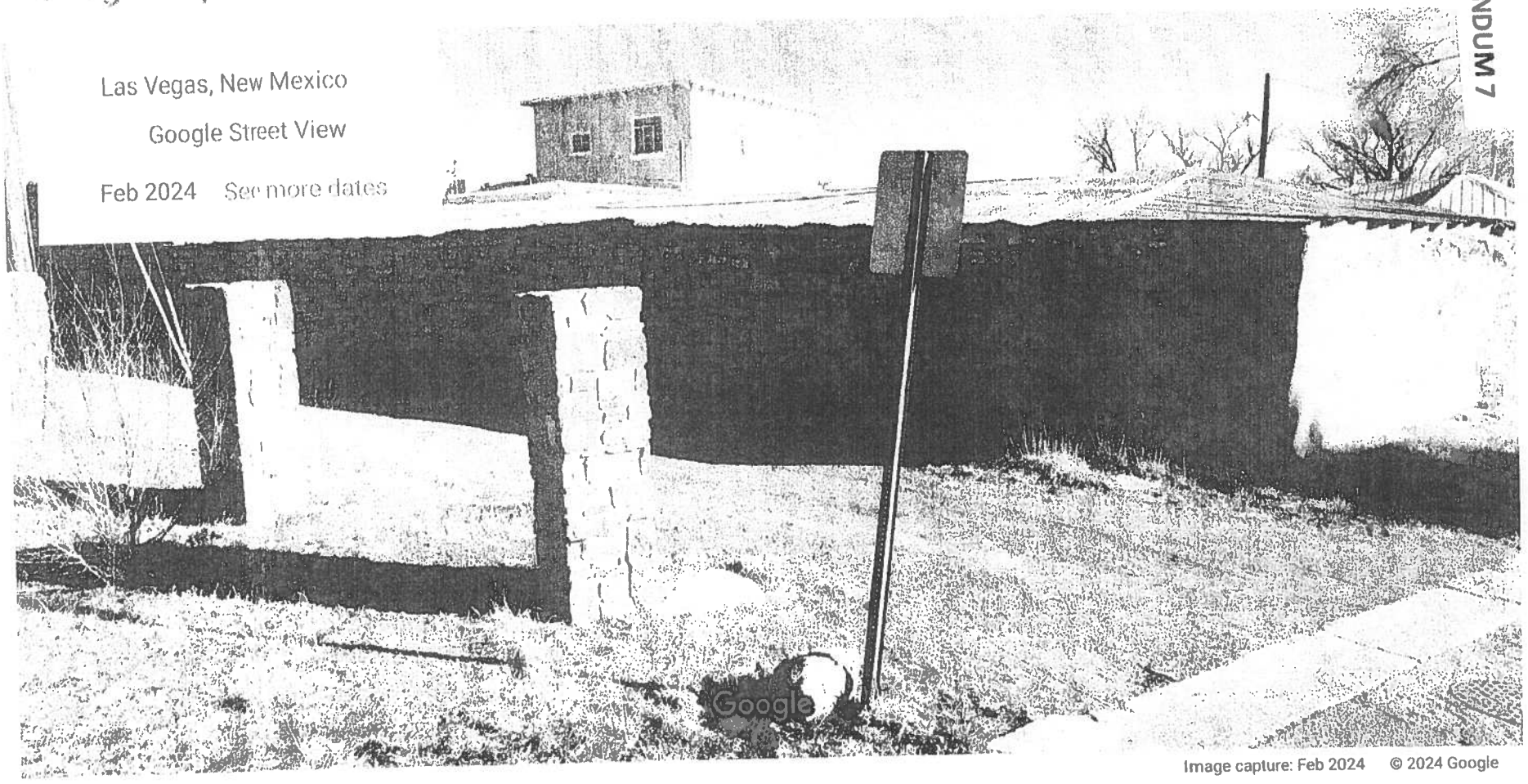
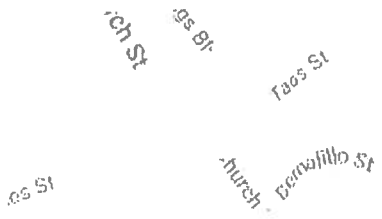
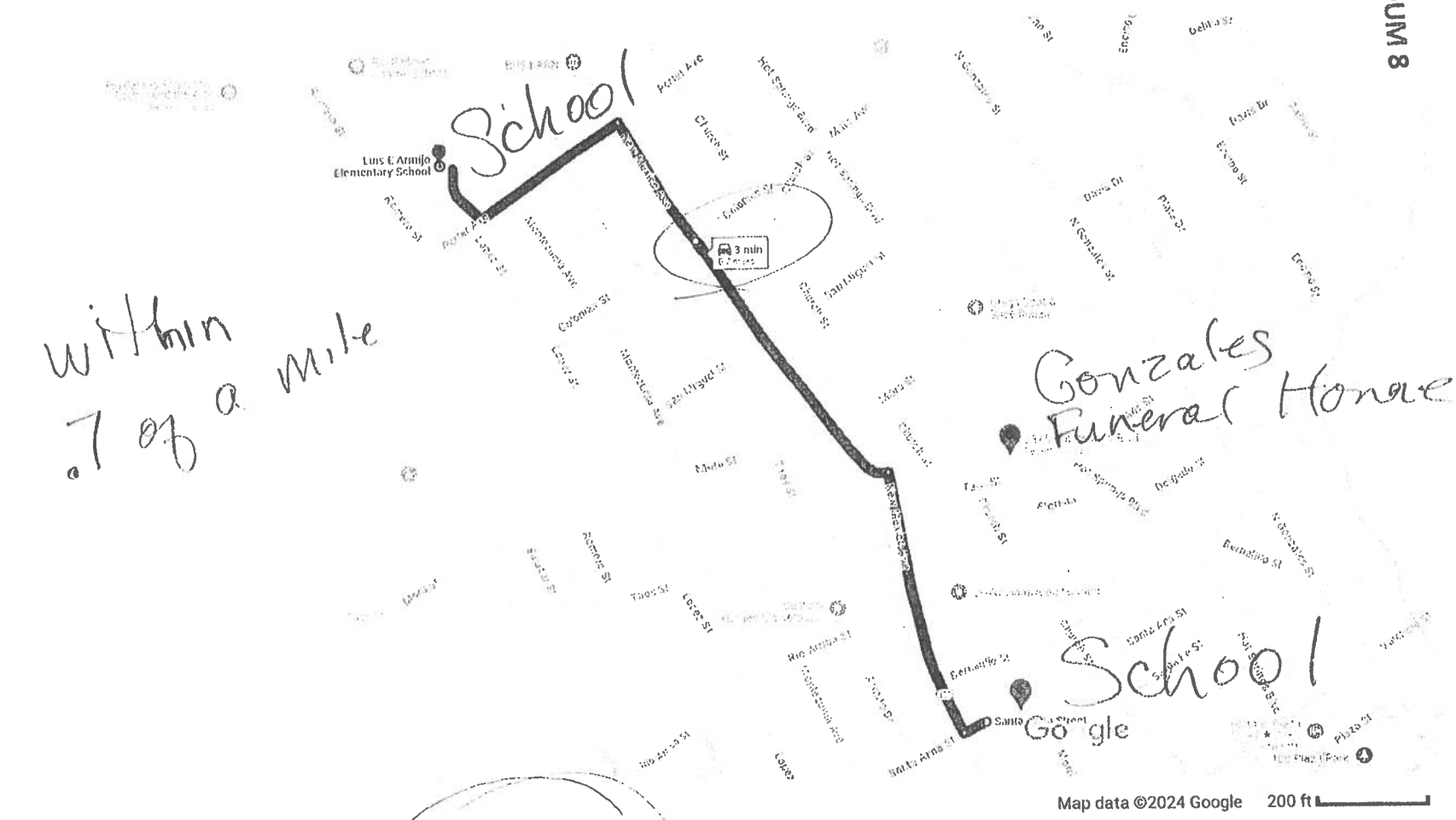


Image capture: Feb 2024 © 2024 Google



ADDENDUM 8

Google Maps 2315 Hot Springs Blvd



via New Mexico Ave

4 min without traffic

3 min

0.7 mile

Explore nearby Luis E Armijo

ADDENDUM 9

New Mexico ENVIRONMENT Department

Facility Program: All | AI Type: All | Secondary AI Type: All | SIC Code: All

NAICS Code: All

AI # | Permit # | Company | Facility

Search | Reset

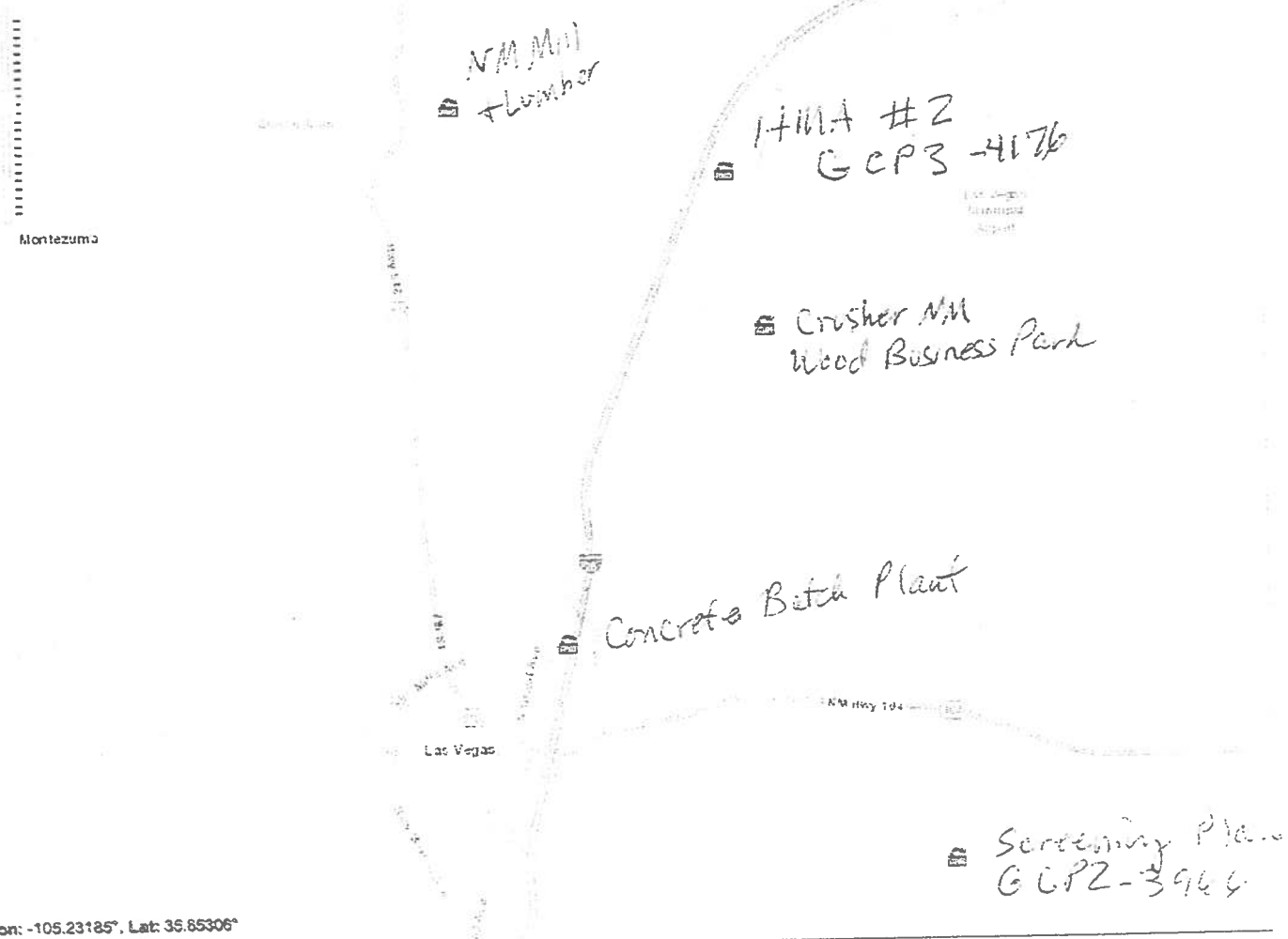
Note: Search results are automatic wildcard - they include matches to the characters you type in Permit #, Company and Facility fields.

Instructions can be found on the Permitting Section Home Page

Data View: map | list

View | Reference | Legend

2693 mapped facilities



Lon: -105.23185°, Lat: 35.85306°

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Disclaimer

Version: 19-Jul-2019

XEIDP

ADDENDUM 10 10 pages

We, the citizens of Las Vegas, New Mexico and many, neighbors of Gonzales Funeral Home would like to let it be known that we object to the opening of a crematory at the location at the corner of Hot Springs Blvd and Taos Streets due to the excessive pollution that will be expelled by a crematory and ask our city leaders to reconsider the approval of a permit allowing Gonzales Funeral Home to operate a crematory within this residential area:

PRINTED NAME	SIGNATURE	ADDRESS	COMMENT DATE	DATE
Paddy Pena	Paddy Pena	913 2nd St		8/23/24
Olga Gutierrez	Olga Gutierrez	HWY 84 LV		8/23/24
Elias Cano	Elias Cano	2414 Tecolote St.		8/23/24
Ramon Trujillo	Ramon Trujillo	2504 Montezuma St		8/23/24
Daniel Valdez	Daniel Valdez	805 East Railroad		8/23/24
Jennifer Chavez	Jennifer Chavez	718 Pecos St		8/24/24
Susan Sanchez	Susan Sanchez	1036 5th St		8/24/24
BEATRICE TRUJILLO	BEATRICE TRUJILLO	2810 Zuni		8/24/24
Lorraine G Leger	Lorraine Leger	Las Vegas, NM		8/24/24
Rosy Coca	Rosy Coca	Las Vegas NM		8-24-24
Rosy G. Lucero	Rosy G. Lucero	Las Vegas, NM		8-24-24
Karlee Rogers	Karlee Rogers	LV, NM		8/24/24
Maria Concha Aragon	Maria Concha Aragon	646 Ellerston Cir.		8/24/24
PAMELA MURADAS		NM		8/24/24
April Mathias	April Mathias	1112 1st St		8/24/24
China Garcia	China Garcia	5 Camino Del Valle		8/24/24
[illegible]	[illegible]	505 Douglas Ave		8/24/24
Annette Gallegos	Annette Gallegos	PO Box 242		8/24/24
Deseri Ortega	Deseri Ortega	403 west National		8/24/24
Darren Williams	Darren Williams	702 South Pacific		8/24/24
Martha Gomez	Martha Gomez	614 Colonias Ave		8/24/24
Synthia Salas	Synthia Salas	1111 Placita de Los Arroyos L.V. N.M.		8/24/24

PLEASE SIGN THE PETITION ONLY ONCE.

We, the citizens of Las Vegas, New Mexico and many, neighbors of Gonzales Funeral Home would like to let it be known that we object to the opening of a crematory at the location at the corner of Hot Springs Blvd and Taos Streets due to the excessive pollution that will be expelled by a crematory and ask our city leaders to reconsider the approval of a permit allowing Gonzales Funeral Home to operate a crematory within this residential area:

PRINTED NAME	SIGNATURE	ADDRESS	COMMENT DATE	DATE
Emile Arguello	Emil Arg	1204 1st Street		
Daniel Herrera	Daniel Her	2513 NM AVE		8/24/24
~~Tabby Raybal~~	Tibby Raybal	503 Hermosa cir		8/24/24
Daniel Trujillo		525 Hermosa Cir		8/25/24
Roberto Contreras		241 Calle b		8-28-24
Karin Kleine		226 Stonnie Lake		8 27
Albert Lucero	Albert Lucero	159 Sheridan Rd		8-28-24
Annie Benavidez		56 Skating Rd. Rd.		8-28-24
Louis Esquibel	Louis Esquibel	1111 Montezuma AVE		8-28-24
Santiago Romero		519 J Romero		8/28/24
Charles Romero		POBOX 34 LL.		8-28-24
Eugene Gallegos		9710 Calling Ln		8-28-24
Priscilla Padilla	Priscilla Padilla	860 Castenada St		8/28/24
Nelson Montoya	Nelson Montoya	2710 Collins Dr B8		8-24-24
Frank Duran	Frank Duran	2710 Collins Dr C-11		8-28-24
Ruby Salazar	Ruby Salazar	2710 Collins Dr C10		8-28-24
Steve Salazar	Steve Salazar	2710 Collins	C 10	8-28-24
Eva Gonzales	Eva Gonzales	2710 Collins	C 13	8-28-24
~~Shirley Duran~~	Shirley Duran	410 m. V.	—	8-28-24
Marian O. Ulibarri	Marian O Ulibarri	406 M V DR.	—	8/28/24
Judy Gonzales	Judy Gonzales	2716½ NM		8-28-24
Joseph Gonzales	Joseph Gonzales	333 Chico Dr		8/28/24

PLEASE SIGN THE PETITION ONLY ONCE.

We, the citizens of Las Vegas, New Mexico and many, neighbors of Gonzales Funeral Home would like to let it be known that we object to the opening of a crematory at the location at the corner of Hot Springs Blvd and Taos Streets due to the excessive pollution that will be expelled by a crematory and ask our city leaders to reconsider the approval of a permit allowing Gonzales Funeral Home to operate a crematory within this residential area:

PRINTED NAME	SIGNATURE	ADDRESS	COMMENT DATE	DATE
Javiela Martinez	Javiela Martinez	2209 NM. AVE		8/23/24
Phyllis Wood	Phyllis Wood	500 S Grand		8/23/24
Ruben Wood	Ruben Wood	500 S Grand		8/23/24
Robyn Lucero	Robyn Lucero	Anton Chico		8/23/24
Danny Rodriguez	Danny Rodriguez	Las Vegas, N.M		8/23/24
Richard/Margaret	Margaret Gutierrez	605 Main LV		8/23/24
Richard	Richard Gutierrez	605 Main LV		8/23/24
Jonsita Sisneros	Jonsita Baca	305 Olivet Rd.		8/23/24
Ruben Griego	Ruben Griego	1st Street		8/23/24
Corrine Gabaldon	Corrine Gabaldon	2124 Montezuma St		8/23/24
Mabel A Sedillo	MS	472 Helen Las Vegas, NM		8/23/24
Celene Ortega	Celene Ortega	36 Union St LVNM		8/23/24
BRIDGET MONTOYA		260 MT. VIEW DR		8/23/24
Rachel Kavanaugh	Rachel Kavanaugh	922 Palo Verde		8/23/24
Susan Mares	Susan Mares	819 Railroad Ave		8-23-24
Mary Lopez	Mary Lopez	P.O. BOX 2403 L.V.N.M		
Sallie M Rivera	Sallie M Rivera	P.O. BOX 2403 L.V.N.M		
Bernedine Rael	B Rael	207 Lotm LV NM		8/23/24
DAREN MEDINA		Sunspire Rd LV NM 87701		8-23-24
Julia F Segura	Julia F Segura	739 Legion Dr. L.V		8/24/24
Marcus Segura		739 Legion Dr.		8-24-24
Sharon Jaramillo	Sharon Jaramillo	56 Harris RD		8/24/24

PLEASE SIGN THE PETITION ONLY ONCE.

We, the citizens of Las Vegas, New Mexico and many, neighbors of Gonzles Funeral Home would like to let it be known that we object to the opening of a crematory at the location at the corner of Hot Springs Blvd and Taos Streets due to the excessive pollution that will be expelled by a crematory and ask our city leaders to reconsider the approval of a permit allowing Gonzales Funeral Home to operate a crematory within this residential area:

PRINTED NAME	SIGNATURE	ADDRESS	COMMENT DATE	DATE
Lisa Herrera	Lisa Herrera	2710 Collins Bl		8-13 24
Barbara Johnson	Barbara Johnson	2710 Collins Bl		8-13 24
Elizabeth Gonzales	Elizabeth Gonzales	504 Camino Maximiliano		8-13-24
Chrissy Romero	Chrissy Romero	PO Box 1403 LVNM		8/13/24
Patricia Smith	Patricia Smith	4600 E I Llano Rd LVNM		08/13/24
[redacted]	[redacted]	[redacted]		[redacted]
Eileen Saiz	Eileen Saiz	331 Peggy Ln		8/13/24
Angelin G Maddox	Angelin G. Maddox	618 Colonias Ave LVNM		8/13/24
Nancy Mejia	NANCY MEJIA	108 LONE PINE RANCH RD Rivera, NM		8/13/24
Vandetta Montoya	Vandetta Montoya	654 CORR B31A		8/13/24
Dorothy Aragon	Dorothy Aragon	1415 9th LV		8/13/24
Denise Hosea	Denise Hosea	PO Box 1334		8-13 24
Cathy Esquibel	Cathy Esquibel	3305 Vista L.V. de Vegas		8-13-24
Carmen Medina	Carmen Medina	4000 Taos St Las Vegas N.M.		8/21/24
Kevin Esch	Kevin Esch	Las Vegas 711 Natl Bk		
Mark Saiz	Mark Saiz	331 Peggy Lane		082524
Debbie Ortega	[illegible]	96A Otero Estates Rd		8/25/24
Pauline Gallegos	Pauline Gallegos	P.O. Box 104		8/29/24
Jane Saiz	Jane Saiz	708 Pecos St.		8-25-24
Manuel Saiz	Manuel Saiz	708 Pecos		
Francisco Sanchez	Francisco Sanchez	703 Valencia St		87701
Stella Crespin	Stella Crespin	817 Highland		87701

PLEASE SIGN THE PETITION ONLY ONCE.

We, the citizens of Las Vegas, New Mexico and many, neighbors of Gonzles Funeral Home would like to let it be known that we object to the opening of a crematory at the location at the corner of Hot Springs Blvd and Taos Streets due to the excessive pollution that will be expelled by a crematory and ask our city leaders to reconsider the approval of a permit allowing Gonzales Funeral Home to operate a crematory within this residential area:

PRINTED NAME	SIGNATURE	ADDRESS	COMMENT DATE	DATE
Michael Angel		319 Taos St. LVNM		8-10-24
Georgina Ortiz		319 Taos St LVNM		8/12/24
David Rodgers		1239 5th St		12 Aug 24
ROBERT SENORA		705 MORA ST		8/12/24
ANNA R. JOHNSON		518 Old National Rd		8-12-24
Michael Romero		P.O Box 374 L.V. NM		8/12/24
BBeaton		2213A HOT SPRINGS BLVD		8/21/24
MaryAnnLucero		736 Diana Ave		8/21/24
Angelica Baca	Angelica Baca	525 Hermosa Cir		8/21/24
Emilio Aragon		200 Washington St		8/21/2024
[illegible]		Montezuma St NM 87731		8/21/24
Cassandra Angel		319 Taos St LVNM Apt 1		8-24-24
John BURNS		1212 7th LVNM		8-26-24
Fabiola Sanchez		2317 Church St LVNM		8/26/24

PLEASE SIGN THE PETITION ONLY ONCE.

We, the citizens of Las Vegas, New Mexico and many, neighbors of Gonzales Funeral Home would like to let it be known that we object to the opening of a crematory at the location at the corner of Hot Springs Blvd and Taos Streets due to the excessive pollution that will be expelled by a crematory and ask our city leaders to reconsider the approval of a permit allowing Gonzales Funeral Home to operate a crematory within this residential area:

PRINTED NAME	SIGNATURE	ADDRESS	COMMENT DATE	DATE
Jacqueline Romero - Arguello		1204 1st St Las Vegas NM		8/28/24
Elisa Gallegos	Elisa Gallegos	336 Montezuma St Las Vegas		8/28/24
MARIO Baca	Mario Baca	1915 North Grand Ave Las Vegas NM		8/29/24
EZRA Roybal		503 Tecolote Cir Las Vegas NM		8/29/24
Rosita T. Pacheco	Rosita T. Pacheco	21 County Rd B47B Las Vegas, NM 87701		8/29/2024
Angela Nation		200 Mountain View Dr Apt C204 LVNM		8/29/24
Dianne Sonan	Dianne Sonan	Las Vegas NM		8/29/24
Mario Real		2331 Hot Springs Blvd LV NM		8/30/24
Nan Sonnel		2331 Hot Springs		8/30/24

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We, the citizens of Las Vegas, New Mexico and many, neighbors of Gonzales Funeral Home would like to let it be known that we object to the opening of a crematory at the location at the corner of Hot Springs Blvd and Taos Streets due to the excessive pollution that will be expelled by a crematory and ask our city leaders to reconsider the approval of a permit allowing Gonzales Funeral Home to operate a crematory within this residential area:

PRINTED NAME	SIGNATURE	ADDRESS	COMMENT DATE	DATE
Olivia Lujan	Olivia Lujan	313 Mora		8-21-24
Daniel Madrid	Daniel Madrid	215 San Miguel		8-21-24
Joe Dany Lujan	Dany S Lujan	313 mora ST		4'0
Debbie Lucero	Debbie Lucero	215 San miguel		8-21-24
Hope Valdez	Hope Valdez	2412 Hot Springs	Blvd	8-23-24
Linda M Montoya	Linda M Montoya	2607 Hot Springs	Blvd	8-23-24
MARIE TORRES	Marie Torres	2420 Church		8-23-24
MARIE TORRES	Marie Torres	2420 Church		8-23-24
April Sandoval	April Sandoval	115 mora		

PLEASE SIGN THE PETITION ONLY ONCE.

We, the citizens of Las Vegas, New Mexico and many, neighbors of Gonzles Funeral Home would like to let it be known that we object to the opening of a crematory at the location at the corner of Hot Springs Blvd and Taos Streets due to the excessive pollution that will be expelled by a crematory and ask our city leaders to reconsider the approval of a permit allowing Gonzales Funeral Home to operate a crematory within this residential area:

PRINTED NAME	SIGNATURE	ADDRESS	COMMENT DATE	DATE
Robert Luna	Robert Luna	2332 Church ST		8-14-24
Flora Valdez	Flora Valdez	2327 Church St		8-14-24
Rose Ortiz	Rose Ortiz	2318 Church		8-14-24
Ruben Ortiz	Ruben Ortiz	2318 Church		8-14-24
Eula Salazar	Eula Salazar	2701 7th St		8.14.24
LeAnn Tapia	LeAnn Tapia	1805 Montezuma Ave		8.14.24
Marcella Garcia	Marcella Garcia	916 TAOS ST		8-14-24
DIANE Rubidoux	Diane Rubidoux	Box 994		8-25-24
Ben Mondragon	B Mondragon	514 Grand Ave		8/25/24

PLEASE SIGN THE PETITION ONLY ONCE.

We, the citizens of Las Vegas, New Mexico and many, neighbors of Gonzles Funeral Home would like to let it be known that we object to the opening of a crematory at the location at the corner of Hot Springs Blvd and Taos Streets due to the excessive pollution that will be expelled by a crematory and ask our city leaders to reconsider the approval of a permit allowing Gonzales Funeral Home to operate a crematory within this residential area:

PRINTED NAME	SIGNATURE	ADDRESS	COMMENT DATE	DATE
Angelene Abeyta	Angelene S	2113 Hot Springs Blvd LV, NM 87701	8-10-24	8-10-24
Theresa Bustos	Thera Bust	2111 Hot Spss Las Vegas, NM 87701	8-10-24	8-10-24
Andrea Lujan	Andrea	3303 Vista De Vegas LV, NM 87701	8-15-24	8-15-24
MARVIN BUSTOS		2111 Hot Springs Las Vegas, N.M.	8-20-24	8-19-24
Theresa Garcia	Theresa Garcia	2230 Hot Springs Blvd Las Vegas NM 87701	8-28-24	8-28-24
Mabelle Garcia		2604 8th Street Las Vegas, NM	8/29/24	8/29/24
Carmen Gomez	Monica Carmen	2321 Church St Las Vegas NM	8/29/24	8/29/24
Mary Gomez	Mary Gomez	2321 Church St.	8/29/23	8/29/24

PLEASE SIGN THE PETITION ONLY ONCE.

We, the citizens of Las Vegas, New Mexico and many, neighbors of Gonzales Funeral Home would like to let it be known that we object to the opening of a crematory at the location at the corner of Hot Springs Blvd and Taos Streets due to the excessive pollution that will be expelled by a crematory and ask our city leaders to reconsider the approval of a permit allowing Gonzales Funeral Home to operate a crematory within this residential area:

PRINTED NAME	SIGNATURE	ADDRESS	COMMENT DATE	DATE
Norbert Baca	Norbert Baca	2301 NCTSFNM	8/25/24	8/25/24
Mabel Baca	Mabel Baca	934 Palo Verde Las Vegas, N.M	8/25/24	8/25/24

PLEASE SIGN THE PETITION ONLY ONCE.

CITY OF LAS VEGAS, CITY COUNCIL
RESOLUTION NO. 24-26

A RESOLUTION ALLOWING THE APPLICATION FOR A SPECIAL USE PERMIT AS SUBMITTED BY BILLY G. ROGERS

WHEREAS, Billy G. Rogers has applied for a special use permit with Board of Adjustments for the construction of a crematory at 2315 Hot Springs Blvd, Las Vegas New Mexico pursuant to applicable Las Vegas City Municipal Code; and

WHEREAS, the Board of Adjustments granted said Application; and

WHEREAS, there was a timely appeal filed with the City Council by Fabiola Sanchez, to the granting of such Application; and

WHEREAS, the Governing Body of the City of Las Vegas has heard the appeal filed by Fabiola Sanchez and after hearing evidence,

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, hereby upholds or overturns the special use permit granted to Billy G. Rogers as follows:

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2024.

_____
David Romero, Mayor

Reviewed and approved as to legal sufficiency only:

_____
City Attorney

Attest:

_____
Casandra Fresquez, City Clerk

Ex 11

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

***Reviewed:**

Tim Montgomery, City Manager — 08/29/2024 Date

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

Date Submitted: 8/28/24

Department Submitting: CD Dept. Submitter: Lucas Marquez

Documents to be reviewed: Resolution 24-26

Deadline:

Submitter Comments: Appeal to Board of Adjustments recommendation

☐ *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: _____ Date: _____

1 — **Attorney Review** — 8/28/2024 **Date**

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

2 — **Finance Director** — **Date**

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

3 — **Tim Montgomery, City Manager** — **Date**

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

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

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 11, 2024

Date Submitted: 8/30/24 **Department:** Community Development

Item/Topic: Conduct a public hearing and approval of Resolution No. 24-24 declaring the property located at 323 ½ Mora Street, Las Vegas, New Mexico 87701 a dangerous nuisance that requires abatement.

The City of Las Vegas Code Enforcement Officers have had multiple calls for nuisance issues at 323 ½ Mora Street and have since declared the property as an unsafe and unsanitary property pursuant to Municipal Code, Chapter 301 Nuisances, §301-5 through §301-10.

Fiscal Impact:

Attachments: Resolution No. 24-24, Record Proper to include all exhibits and attorney approval.

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 : _____
Referred To: _____
Denied _____
Other _____

Revised October 2022

RECORD PROPER
SPECIAL USE PERMIT APPLICATION

Owners: **Lupe Gomez**

Location: **323 ½ Mora Street, Las Vegas, NM 87701**

ACTION REQUESTED:
The City of Las Vegas through its Municipal Abatement Code has exhausted all avenues to bring property the owner into compliance and as stated in Section 301-8 Abatement by City; the City may proceed to abate the nuisance. We now ask for Council to approve Resolution No. 24-24 a Resolution declaring the property at 323 ½ Mora Street **a dangerous nuisance that requires abatement**

BACKGROUND:
Code Enforcement has been actively seeking the owner of 323 ½ Mora Street for over 2 years and in that time have had multiple calls for service in the area, with red tag notices and letters being sent out to the owner there has been no action taken to remedy the nuisance therefore it has left the City no choice but to abate this property and all debris that is within its property boundaries.

EXHIBITS

Exhibit No.	Description (Document Name, date and number of pages)
1	Resolution 24-24 (3 pages)
2	Red Tag Notices (2 pages)
3	Property Information (1 page)
4	Nuisance Chapter 301 (1 page)
5	Zoning Map/ Aerial Picture (2 pages)
6	Photos of posting at subject site - (3 pages)
7	Photos of property (8 pages)
8	
9	
10	
11	
12	

RECORD PROPER
SPECIAL USE PERMIT APPLICATION

Owners: **Lupe Gomez**

Location: **323 ½ Mora Street, Las Vegas, NM 87701**

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7	Photos of posting at subject site - (3 pages)
8	Photos of property (8 pages)
9	
10	
11	
12	

Approval Form

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

***Reviewed:**

_____ 08/20/2024

Tim Montgomery, City Manager **Date**

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

Date Submitted: 8/20/24

Department Submitting: Com. Dev. Submitter: Lucas Marquez

Documents to be reviewed: Resolution 24-24

Deadline:

Submitter Comments: _____

☐ *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: _____ Date:_____

1 _____ 8/20/2024

Attorney Review **Date**

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

2 _____ _____

Finance Director **Date**

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

3 _____ _____

Tim Montgomery, City Manager **Date**

Received by City Clerk's Office Date: _____

(Only if being placed on the Agenda)

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

Exhibt 2

Code Enforcement Division

RED TAG

NOTICE OF ORDINANCE VIOLATIONS

CITY OF LAS VEGAS,1700 NORTH GRAND, COUNTY OF SAN MIGUEL, STATE OF NEW MEXICO

(FIRST NOTICE)

LOCATION OF VIOLATION: ***323 1/2 Mora Street., LV,NM,87701***

DATE OF FIRST INSPECTION: 23/Sep/2021 DATE POSTED: 19/Oct/2021

YOU ARE HEREBY GIVEN NOTICE THAT YOUR PROPERTY IS IN VIOLATION OF ONE OR MORE OF THE FOLLOWING CITY ORDINANCES:

301-6(B)- Unsanitary Premises
301-6(C)- Hazardous Premises
301-6(D)- Accumulation of Solid Waste
301-6(H) Dangerous/ Unsafe Building or Structure
143-1- Numbering of Building

CORRECTIONS SHOULD BE ACCOMPLISHED BY: *22/Oct/2021 (3 Business Days)*

SHOULD COMPLIANCE NOT BE ADHERED TO, YOU WILL BE SUBJECT TO THE PENALTIES OF SECTION 301. THE CITY HAS THE RIGHT UNDER SECTION 301.9/10/11 TO ABATE THE NUISANCE ITSELF AND TO ASSESS ALL COSTS THEREOF AGAINST THE OWNER. IF REQUESTS ARE NOT ADHERED TO, A LIEN AND/OR COMPLAINT WILL BE FILED ON SAID PROPERTY. "ANY VIOLATION OF THE LAS VEGAS CITY CODE OF 1984, NOT SPECIFICALLY PROVIDED FOR IN ANY ORDINANCE RESOLUTION RULE, REGULATION OR ORDER TO THE CONTRARY, IS PUNISHABLE BY A FINE FOR NOT MORE THAN THREE HUNDRED DOLLARS ($300.00) OR BY IMPRISONMENT IN THE COUNTY JAIL FOR A TERM OF NOT MORE THAN NINETY (90) DAYS, OR BOTH SUCH FINE, AND IMPRISONMENT. EVERY DAY THAT ANY SUCH VIOLATION CONTINUES CONSTITUTES A SEPARATE OFFENCE, EXCEPT WHERE OTHERWISE PROVIDED."

YOUR COOPERATION IN THIS MATTER IS GREATLY APPRECIATED

IF YOU HAVE ANY FURTHER QUESTIONS YOU MAY CONTACT OUR OFFICE AT (505) 454-1401

Code Enforcement Division

RED TAG

NOTICE OF ORDINANCE VIOLATIONS

CITY OF LAS VEGAS,1700 NORTH GRAND, COUNTY OF SAN MIGUEL, STATE OF NEW MEXICO

(FINAL NOTICE)

LOCATION OF VIOLATION: ***323 1/2 Mora Street., LV,NM,87701***

DATE OF FIRST INSPECTION: 23/Sep/2021 DATE POSTED: 25/Oct/2021

YOU ARE HEREBY GIVEN NOTICE THAT YOUR PROPERTY IS IN VIOLATION OF ONE OR MORE OF THE FOLLOWING CITY ORDINANCES:

301-6(B)- Unsanitary Premises
301-6(C)- Hazardous Premises
301-6(D)- Accumulation of Solid Waste
301-6(H) Dangerous/ Unsafe Building or Structure
143-1- Numbering of Building

CORRECTIONS SHOULD BE ACCOMPLISHED BY: 28/*Oct/2021 (3 Business Days)*

SHOULD COMPLIANCE NOT BE ADHERED TO, YOU WILL BE SUBJECT TO THE PENALTIES OF SECTION 301. THE CITY HAS THE RIGHT UNDER SECTION 301.9/10/11 TO ABATE THE NUISANCE ITSELF AND TO ASSESS ALL COSTS THEREOF AGAINST THE OWNER. IF REQUESTS ARE NOT ADHERED TO, A LIEN AND/OR COMPLAINT WILL BE FILED ON SAID PROPERTY. "ANY VIOLATION OF THE LAS VEGAS CITY CODE OF 1984, NOT SPECIFICALLY PROVIDED FOR IN ANY ORDINANCE RESOLUTION RULE, REGULATION OR ORDER TO THE CONTRARY, IS PUNISHABLE BY A FINE FOR NOT MORE THAN THREE HUNDRED DOLLARS ($300.00) OR BY IMPRISONMENT IN THE COUNTY JAIL FOR A TERM OF NOT MORE THAN NINETY (90) DAYS, OR BOTH SUCH FINE, AND IMPRISONMENT. EVERY DAY THAT ANY SUCH VIOLATION CONTINUES CONSTITUTES A SEPARATE OFFENCE, EXCEPT WHERE OTHERWISE PROVIDED."

YOUR COOPERATION IN THIS MATTER IS GREATLY APPRECIATED

IF YOU HAVE ANY FURTHER QUESTIONS YOU MAY CONTACT OUR OFFICE AT (505) 454-1401

Exhibit

CITY OF LAS VEGAS
RESOLUTION NO. 24- 24

A RESOLUTION DECLARING 323 1/2 Mora St. WHICH IS OWNED AND CONTROLLED BY Lupe Gomez TO BE DANGEROUS, COVERED WITH RUINS, RUBBISH, WRECKAGE AND DEBRIS AND A NUISANCE REQUIRING ABATEMENT

WHEREAS, pursuant to Section 3- 18- 5, NMSA, 1978, whenever any building or structure is ruined, or any premise is covered with ruins, rubbish wreckage or debris, the governing body of a municipality may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the municipality the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, the Las Vegas City Council has received evidence from the Code Compliance Officers as to the condition of a parcel of land described herein, which are owned, occupied or controlled by Lupe Gomez whose address is 323 ½ Mora St. according to the records at the San Miguel County Assessor' s Office and described in said records as Reynolds Subdivision Block 1 S: 22 T: 16 R: 16 LOT WITHIN BLK 1.

WHEREAS, the property is a public nuisance and the premises are a menace to the public comfort, health, peace or safety of the community and is in violation of City of Las Vegas Ordinance 301- 5 through 301-10 Sections,(A) Littering, Unsanitary Premises(B), Hazardous Premises(C) and Accumulation of Solid Waste(D). Items on the premises and visible from the public right of way in violations of City ordinances include but are not limited to excessive papers, weeds, trees, dead branches, wood, pallets, boards, vehicle parts, cinder blocks, chicken wire and other debris, Failing Structure.

WHEREAS, the City has attempted to notify the legal property owner, Lupe Gomez via certified mail, and postings of the violations requiring abatement.

WHEREAS, proper notices personally served upon the property included: a Final Red Tag Notice on 9/ 23/ 2021; a Notice of Pending Abatement on October 28th, 2021 In the face of these notices, the owner has allowed the nuisances to remain and has done no work within 30 days to correct the violations.

NOW, THEREFORE, the City Council, the governing body of the City of Las Vegas, New Mexico does hereby resolve:

A. That the above described parcel of land is a nuisance pursuant to Section 3- 18- 5, NMSA, 1978, is a menace to the public comfort, health, peace or safety and requires abatement as follows: All Wreckage, Rubbish and Debris creating a nuisance to the surrounding neighbors since 9/ 23/ 2021 (the date the above inventory was taken) must be

removed and properly disposed of and the premises must be left in a clean, level and safe condition.

B. The City shall serve a copy of this resolution on the owner, occupant or agent, including Lupe Gomez in charge of the premises as shown by the records of the County Clerk. If the owner occupant or agent in charge of the building, structure or premises cannot be served within the municipality, a copy of the resolution shall be posted on the building, structure or premises and a copy of the resolution shall be published one time.

C. Thereafter, and within ten (10) days after receipt of a copy of this resolution or of the posting and publishing of a copy of the resolution, the owner occupant or agent, in charge of the building, structure or premises shall commence removing the ruins, rubbish, wreckage and debris or file a written objection with the Municipal Clerk asking for a hearing before the governing body of the City of Las Vegas. .

D. That if a written objection is filed, the Governing Body shall follow the provisions as set forth of 3- 18- 5 (D). NMSA 1978; fix a date for a hearing in its resolution and objection; consider all evidence for and against the removal resolution at the hearing; and determine if its resolution should be enforced or rescinded.

E. Any person aggrieved by the determination of the governing body may appeal to the district court by: giving notice of appeal to the governing body within 5 days after the determination made by the governing body; filing a petition in the district court within twenty days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.

F. If the owner occupant or agent in charge of the building, structure or premises fails to commence removing the ruins, rubbish wreckage and debris as provided under NMSA 3- 18- 5 F, the municipality may remove ruins, rubbish wreckage and debris at the cost and expense of the owner. The reasonable cost of removal shall constitute a lien against the building, structure, ruins, rubbish wreckage and debris so removed and against the lots or parcels of land from which it was removed. The lien shall be foreclosed in the manner provided in sections 3- 36- 1 through 3- 36- 6 NMSA 1978.

F. The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.
H. Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____,2024

David Romero, Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

City Attorney

Exhibit 3

- SEARCHING
  - Account Search
  - Sale Search
- Products
- Help?
- San Miguel County Homepage
- San Miguel County Clerk
- Logout Public

Account: R0010940

Location

Account Number R0010940

Situs Address 323 1/2 MORA AVENUE

Tax Area 1IN_R - 1-IN DISTRICT RES

Folder # 195

Parcel Number 1-094-093-201-103

Legal Summary Subd: Reynolds Block: 1 S: 22 T: 16 R: 16 LOT WITHIN BLK 1

Business Name

Owner Information

Owner Name GOMEZ LUPE

Owner Address 323 1/2 Mora Ave LAS VEGAS, NM 87701

Assessment History

Actual (2024)	$37,639
Primary Taxable	$12,546
Exemption Adjustments:	
Head of Household	($2,000)
Adjusted Taxable Total	$10,546

Tax Area: 1IN_R **Mill Levy:** 26.911000

Type	Actual	Assessed	Acres	SQFT	Units
Residential Land	$8,767	$2,922	0.050	0.000	0.000
Residential Structure	$28,872	$9,624	0.000	0.000	1.000

Transfers

Doc Description
DEED

Tax History

Tax Year	Taxes
*2024	$381.26
2023	$370.16

* Estimated

Images

- GIS

Exhibit 4

Chapter 301. Nuisances

§ 301-6. Notice to abate.

Any municipal code enforcement officer, or other person designated by the City, upon observing any violation of this chapter shall issue a notice to an interested person. The notice shall describe the violation and shall provide a time limit for remedying the violation by the interested person, which shall not be less than two days or more than five days after notice is given by the City. The violation notice may be served personally upon any of the aforementioned persons in this section, by certified mail to the property's address or posted on the property.

§ 301-7. Contents of notice; red tag; time limit for compliance.

The first notice will be in the form of a violation notice (red tag) which will be delivered pursuant to § **301-7**. The red tag will describe the violation and contain a compliance date. If the violation is not fully remedied by the stated deadline, then the City, in its sole discretion, may proceed with abatement of the violation, with the filing of a complaint in a court of law, or may issue a second red tag notice. If the violation is not fully remedied by the deadline stated in the second red tag, then the City may proceed, in the City's sole discretion, with abatement of the violation or with the filing of a complaint in a court of law. The property owner may request in writing from the Community Development Department an extension of the red tag deadline, which may be granted in the City's sole discretion. The City, in its sole discretion, may bypass the issuance of a violation notice and proceed directly to filing a complaint in a court of law.

§ 301-8. Abatement by City.

Upon the failure to timely abate the nuisance pursuant to § **301-7**, the City may proceed without notice to abate such nuisance itself.

§ 301-9. City's cost declared lien.

Any and all costs incurred by the City in the abatement of a nuisance, or for amounts or fines assessed or arising under this chapter, shall constitute a lien against the property upon which the nuisance existed, which lien, and its contents, shall be recorded in a form that is substantially similar to the lien form required by NMSA 3-36-1. The principal amount of any lien imposed by the City under this chapter shall bear interest at the rate of 12% per annum from the date of recording of the lien. The City, in its sole discretion, may foreclose on the lien, sell or assign such lien, or take any other action it deems necessary regarding the lien.

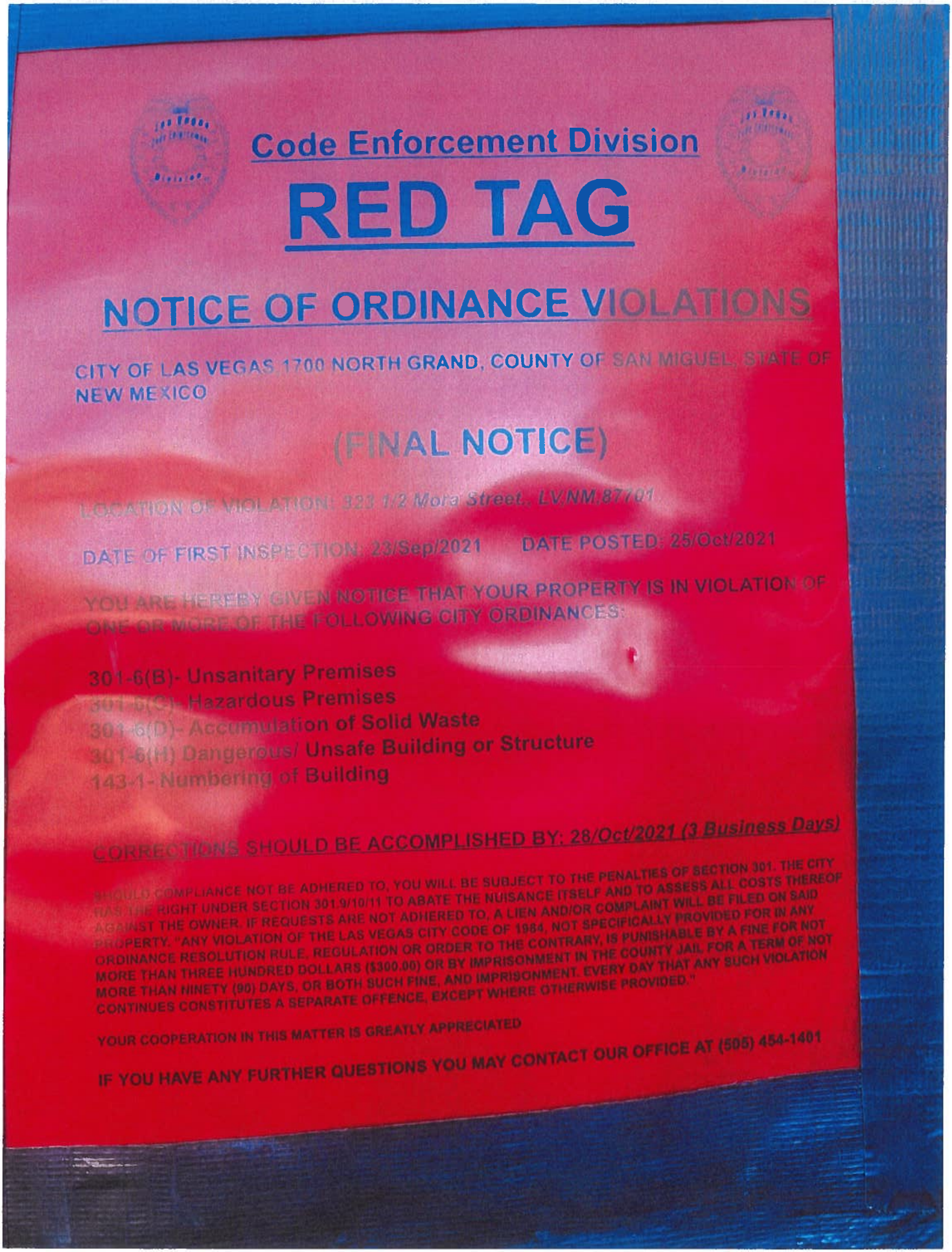
Exhibit S

MORA STREET
TAOS STREET
ICO AVENUE
R3
C1
C3
76 – 40
81 – 16
71 – 27
73 –
R3
76-38
77-42

MORA ST
313
317
3231/2
323
2323
2327
2321
2323
CHURCH ST
NEW MEXICO AVE
2320
2318
2317

Exhibit 6

Code Enforcement Division
RED TAG
NOTICE OF ORDINANCE VIOLATIONS
Code Enforcement Division
RED TAG
NOTICE OF ORDINANCE VIOLATIONS
CITY OF LAS VEGAS 1700 NORTH GRAND, COUNTY OF SAN MIGUEL, STATE OF NEW MEXICO
(FINAL NOTICE)
LOCATION OF VIOLATION: 321 02 Main Street LV NM 87701
DATE OF FIRST INSPECTION: 23/Sep/2021 DATE POSTED: 25/Oct/2021
YOU ARE HEREBY GIVEN NOTICE THAT YOUR PROPERTY IS IN VIOLATION OF ONE OR MORE OF THE FOLLOWING CITY ORDINANCES:
301-6(B): Unsanitary Premises
301-6(C): Hazardous Premises
301-6(D): Accumulation of Solid Waste
301-6(H) Dangerous: Unsafe Building or Structure
143-1: Numbering of Building
CORRECTIONS SHOULD BE ACCOMPLISHED BY: 28 Oct/2021 (2 Business Days)
SHOULD COMPLIANCE NOT BE ADHERED TO, YOU WILL BE SUBJECT TO THE PENALTIES OF SECTION 30-1 THE CITY HAS THE RIGHT UNDER SECTION 30-1-10(1) TO ABATE THE NUISANCE ITSELF AND TO ASSESS ALL COSTS THEREOF AGAINST THE OWNER. IF REQUESTS ARE NOT ADHERED TO, A LIEN AND/OR COMPLAINT WILL BE FILED ON SAID PROPERTY. ANY VIOLATION OF THE LAS VEGAS CITY CODE OF 1994, NOT SPECIFICALLY PROVIDED FOR IN ANY ORDINANCE RESOLUTION RULE, REGULATION OR ORDER TO THE CONTRARY, IS PUNISHABLE BY A FINE FOR NOT MORE THAN THREE HUNDRED DOLLARS ($300.00) OR BY IMPRISONMENT IN THE COUNTY JAIL FOR A TERM OF NOT MORE THAN NINETY (90) DAYS, OR BOTH SUCH FINE AND IMPRISONMENT. EVERY DAY THAT ANY SUCH VIOLATION CONTINUES CONSTITUTES A SEPARATE OFFENCE, EXCEPT WHERE OTHERWISE PROVIDED.
YOUR COOPERATION IN THIS MATTER IS GREATLY APPRECIATED
IF YOU HAVE ANY FURTHER QUESTIONS YOU MAY CONTACT OUR OFFICE AT (505) 454-1401



Code Enforcement Division

RED TAG

NOTICE OF ORDINANCE VIOLATIONS

CITY OF LAS VEGAS 1700 NORTH GRAND, COUNTY OF SAN MIGUEL, STATE OF NEW MEXICO

(FINAL NOTICE)

LOCATION OF VIOLATION: 323 1/2 Mora Street., LV,NM,87701

DATE OF FIRST INSPECTION: 23/Sep/2021 DATE POSTED: 25/Oct/2021

YOU ARE HEREBY GIVEN NOTICE THAT YOUR PROPERTY IS IN VIOLATION OF ONE OR MORE OF THE FOLLOWING CITY ORDINANCES:

301-6(B)- Unsanitary Premises
301-6(C)- Hazardous Premises
301-6(D)- Accumulation of Solid Waste
301-6(H) Dangerous/ Unsafe Building or Structure
143-1- Numbering of Building

CORRECTIONS SHOULD BE ACCOMPLISHED BY: 28/Oct/2021 (3 Business Days)

SHOULD COMPLIANCE NOT BE ADHERED TO, YOU WILL BE SUBJECT TO THE PENALTIES OF SECTION 301. THE CITY HAS THE RIGHT UNDER SECTION 301.9/10/11 TO ABATE THE NUISANCE ITSELF AND TO ASSESS ALL COSTS THEREOF AGAINST THE OWNER. IF REQUESTS ARE NOT ADHERED TO, A LIEN AND/OR COMPLAINT WILL BE FILED ON SAID PROPERTY. "ANY VIOLATION OF THE LAS VEGAS CITY CODE OF 1984, NOT SPECIFICALLY PROVIDED FOR IN ANY ORDINANCE RESOLUTION RULE, REGULATION OR ORDER TO THE CONTRARY, IS PUNISHABLE BY A FINE FOR NOT MORE THAN THREE HUNDRED DOLLARS ($300.00) OR BY IMPRISONMENT IN THE COUNTY JAIL FOR A TERM OF NOT MORE THAN NINETY (90) DAYS, OR BOTH SUCH FINE, AND IMPRISONMENT. EVERY DAY THAT ANY SUCH VIOLATION CONTINUES CONSTITUTES A SEPARATE OFFENCE, EXCEPT WHERE OTHERWISE PROVIDED."

YOUR COOPERATION IN THIS MATTER IS GREATLY APPRECIATED

IF YOU HAVE ANY FURTHER QUESTIONS YOU MAY CONTACT OUR OFFICE AT (505) 454-1401

Exhibit 7

RIP

CITY OF LAS VEGAS
RESOLUTION NO. 24- 24

A RESOLUTION DECLARING 323 1/2 Mora St. WHICH IS OWNED AND CONTROLLED BY Lupe Gomez TO BE DANGEROUS, COVERED WITH RUINS, RUBBISH, WRECKAGE AND DEBRIS AND A NUISANCE REQUIRING ABATEMENT

WHEREAS, pursuant to Section 3- 18- 5, NMSA, 1978, whenever any building or structure is ruined, or any premise is covered with ruins, rubbish wreckage or debris, the governing body of a municipality may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the municipality the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, the Las Vegas City Council has received evidence from the Code Compliance Officers as to the condition of a parcel of land described herein, which are owned, occupied or controlled by Lupe Gomez whose address is 323 ½ Mora St. according to the records at the San Miguel County Assessor' s Office and described in said records as Reynolds Subdivision Block 1 S: 22 T: 16 R: 16 LOT WITHIN BLK 1.

WHEREAS, the property is a public nuisance and the premises are a menace to the public comfort, health, peace or safety of the community and is in violation of City of Las Vegas Ordinance 301- 5 through 301-10 Sections,(A) Littering, Unsanitary Premises(B), Hazardous Premises(C) and Accumulation of Solid Waste(D). Items on the premises and visible from the public right of way in violations of City ordinances include but are not limited to excessive papers, weeds, trees, dead branches, wood, pallets, boards, vehicle parts, cinder blocks, chicken wire and other debris, Failing Structure.

WHEREAS, the City has attempted to notify the legal property owner, Lupe Gomez via certified mail, and postings of the violations requiring abatement.

WHEREAS, proper notices personally served upon the property included: a Final Red Tag Notice on 9/ 23/ 2021; a Notice of Pending Abatement on October 28th, 2021 In the face of these notices, the owner has allowed the nuisances to remain and has done no work within 30 days to correct the violations.

NOW, THEREFORE, the City Council, the governing body of the City of Las Vegas, New Mexico does hereby resolve:

A. That the above described parcel of land is a nuisance pursuant to Section 3- 18- 5, NMSA, 1978, is a menace to the public comfort, health, peace or safety and requires abatement as follows: All Wreckage, Rubbish and Debris creating a nuisance to the surrounding neighbors since 9/ 23/ 2021 (the date the above inventory was taken) must be

removed and properly disposed of and the premises must be left in a clean, level and safe condition.

B. The City shall serve a copy of this resolution on the owner, occupant or agent, including Lupe Gomez in charge of the premises as shown by the records of the County Clerk. If the owner occupant or agent in charge of the building, structure or premises cannot be served within the municipality, a copy of the resolution shall be posted on the building, structure or premises and a copy of the resolution shall be published one time.

C. Thereafter, and within ten (10) days after receipt of a copy of this resolution or of the posting and publishing of a copy of the resolution, the owner occupant or agent, in charge of the building, structure or premises shall commence removing the ruins, rubbish, wreckage and debris or file a written objection with the Municipal Clerk asking for a hearing before the governing body of the City of Las Vegas. .

D. That if a written objection is filed, the Governing Body shall follow the provisions as set forth of 3- 18- 5 (D). NMSA 1978; fix a date for a hearing in its resolution and objection; consider all evidence for and against the removal resolution at the hearing; and determine if its resolution should be enforced or rescinded.

E. Any person aggrieved by the determination of the governing body may appeal to the district court by: giving notice of appeal to the governing body within 5 days after the determination made by the governing body; filing a petition in the district court within twenty days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.

F. If the owner occupant or agent in charge of the building, structure or premises fails to commence removing the ruins, rubbish wreckage and debris as provided under NMSA 3- 18- 5 F, the municipality may remove ruins, rubbish wreckage and debris at the cost and expense of the owner. The reasonable cost of removal shall constitute a lien against the building, structure, ruins, rubbish wreckage and debris so removed and against the lots or parcels of land from which it was removed. The lien shall be foreclosed in the manner provided in sections 3- 36- 1 through 3- 36- 6 NMSA 1978.

F. The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.
H. Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____,2024

David Romero, Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

City Attorney

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 11, 2024

Date Submitted: 8/30/24 **Department:** Public Works

Item/Topic: Discussion and approval of proposed design and a suitable location for a metal art piece designed by Highlands University. Presenting the designs will be a Highland's representative.

Fiscal Impact: None

Attachments:

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 11, 2024

Date Submitted: August 22, 2024 **Department: Community Services**

Item/Topic: Request to approve a MOU between the City of Las Vegas and the Village of Pecos for FY25. The primary purpose of the MOU is for the City of Las Vegas to operate and provide Senior Center Services out of the Pecos Senior Center Building. This MOU does outline the responsibilities of both the City of Las Vegas and the Village of Pecos.

Fiscal Impact: The Village of Pecos will pay $22,000 to the City of Las Vegas to provide Senior Services. This revenue has been included in the budget.

Attachments: The MOU between the City of Las Vegas and the Village of Pecos FY25

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

Agreement / Contract
No._____

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LAS VEGAS
AND
THE VILLAGE OF PECOS

This Memorandum of Understanding (MOU) is made between CITY OF LAS VEGAS and VILLAGE OF PECOS. The Parties intend by this MOU to establish a mutually beneficial working relationship. The MOU addresses the relationship, roles and responsibilities of the parties in carrying out this MOU.

PURPOSE:

The primary purpose of this MOU is for the City of Las Vegas to operate and provide Senior Center services out of the Pecos Senior Center. The Pecos Senior Center is owned by the Village of Pecos. The period of utilization will be upon the execution of the approval of the MOU by both parties from July 1, 2024 through June 30, 2025.

ROLES AND RESPONSIBLITIES:

The parties intend to undertake the following roles and responsibilities pursuant to this MOU:

1. City of Las Vegas will pay the Village of Pecos a facility use fee of zero ($0.00) dollars per month.
2. City of Las Vegas will pay costs for food permit, utilities, water, electricity, propane, trash, telephone, and internet (if available).
3. City of Las Vegas shall provide various activities, events, congregate meals, home delivered meals and transportation services.
4. The Village of Pecos or designee shall have final authority over the use of the facility during those times when the Senior Citizen Center is not in operation as spelled out in paragraph number eight (8).
5. Village of Pecos shall be responsible for the upkeep of the facility (including yearly fire Marshall Inspections, yearly fire extinguisher tags, Pest Control, and bi-annual hood suppression inspections), building, parking and area maintenance and any and all capital improvements if funding is available. This includes immediate clearing of the parking lot of snow or hail, regular clearing of walking paths of ice; trimming plants and cutting grass and weeds; painting the exterior and interior of the property; repairing all Village owned equipment including but not limited to heating systems, cooling systems, walk in frig and freezer and administrative equipment.

6. City of Las Vegas shall be responsible for personnel management for all Pecos Senior Center employees. Any and all employees shall be treated as and considered City of Las Vegas employees. Any direction and control of the employees shall be reserved to the Senior Citizen Manager or a City designated person. The City of Las Vegas shall offer fair and equal opportunity to those citizens of Pecos when employment opportunities exist at the Senior Citizens Center.
7. Any nonemployees or volunteers shall be approved by the City of Las Vegas prior to beginning any assigned duties or responsibilities. City of Las Vegas policies and procedures control their working environment and activities.
8. The Pecos Senior Center schedule of operation is Monday thru Friday from 7:30 a.m. to 4:00 pm except City holidays (note: off hours will be coordinated with the Village of Pecos.) Use by the Village of Pecos or its designees of the Senior Center shall not interfere with the primary use by the City of Las Vegas.
9. Any daily schedule changes requested by City of Las Vegas or Village of Pecos will be coordinated and determined by the Senior Center Manager or a designee for the City of Las Vegas.
10. City of Las Vegas has applied for a Grant for reimbursement on costs through the Area Agency on Aging. It is anticipated that the reimbursement will be less than the actual cost of providing service to the Senior Citizen Center. The Village of Pecos shall pay The City of Las Vegas an amount not to exceed twenty-two thousand dollars and no cents ($22,000) for management of the Senior Citizens Center. This amount will be invoiced on a quarterly basis and due upon receipt of the invoice.
11. The City of Las Vegas reserves the right to evict or suspend from the Senior Citizens Center, any visitor or senior who violates City of Las Vegas behavior policies which includes actions which poses a hazard to the seniors, staff or property, or which disrupts the orderly conduct of activities.
12. The City of Las Vegas is the fiscal agent for San Miguel County Senior Centers, all kitchen supplies, meal equipment, vehicles, food, computer equipment, janitorial equipment/supplies, and furniture purchased for the services of seniors will be inventoried.
13. The City of Las Vegas will allow the Village of Pecos to use the kitchen supplies, meal equipment and furniture after senior operating hours for other events with written consent with the understanding that the center and all equipment used must be in its original clean and sanitary condition as before its use.
14. **Insurance**: The Village of Pecos shall obtain and maintain the following insurance during the term of this MOU, in the minimum amounts and form hereinafter provided:

    a. Comprehensive general liability coverage not less than $1,000,000 limit per occurrence, including coverage for property, damage, bodily injury and wrongful death.

b. Fire, lightning and extended coverage, or "all risk" coverage. The Village of Pecos shall deliver a copy thereof to the City of Las Vegas and the Non-Metro Area Agency on Aging upon the commencement of the term of this MOU.
c. The Village of Pecos shall carry and maintain in full force and effect public liability insurance covering bodily injury, disease illness or death and property damage liability. In the event that such real property, additions or improvements should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, the Village of Pecos shall have the option to either use the proceeds to replace or repair real property, additions or improvements.
d. All insurance policies required to be carried for Pecos Senior Center shall name the Village of Pecos as the primary insurer and the City of Las Vegas as a named insured. Pecos shall provide thirty (30) days written notice to the City of Las Vegas and to the Non Metro Area Agency on Aging in advance of any change, cancellation, termination or lapse of such insurance coverage.
e. The Village of Pecos shall add Non Metro Area Agency on Aging as an additional insured so that the insurance certificates can come directly to them. Contact address information is 3900 Paseo Del Sol, Santa Fe, NM 87507.

15. Waiver of Subrogation: Village of Pecos and City of Las Vegas hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage.

AGREEMENTS:

In order to create a successful completion of this MOU, the parties agree to the following terms and conditions:

1. Each party pledges in good faith to go forward with this MOU subject to the terms, and conditions of this MOU. The parties shall attempt to resolve any and all disputes through good faith discussions.
2. Either party may unilaterally withdraw at any time and for any reason from this MOU by submitting a written and signed communication to the other party giving ninety (90) days Written Notice.
3. By mutual written signed agreement, the parties may amend the intended goals and purposes set forth in this MOU. Any modification to any other written part of this MOU must be made in writing and signed by both parties and their designees.

4. All significant and formal communications between the parties shall be made through and to the City of Las Vegas' City Manager at 1700 North Grand Avenue, Las Vegas, NM 87701 and the Village of Pecos' Mayor Telesfor Benavidez at PO Box 337, Pecos, NM 87552.

IN WITNESS WHEREOF, the parties have set their hands on the ____ day of _____, 2024.

City of Las Vegas

_____
Tim Montgomery, City Manager

Village of Pecos

_____
Mayor, Telesfor Benavidez

ATTEST:

_____
Casandra Fresquez, City Clerk

_____
Village Clerk

As to Legal Sufficiency 08/13/2024
City of Las Vegas Attorney

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

***Reviewed:**
Tim Montgomery by MJ Arias — 8/13/2024
Tim Montgomery, City Manager — **Date**
**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: August 13, 2024

Department Submitting: Community Services Submitter: June Tafoya

Documents to be reviewed: Lease Agreement – Pecos Village, FY25

Deadline: **ASAP**

Submitter Comments: Please review and approve Agreement for FY25. No modifications requested.

☐ *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:* _____ Date: _____

1 _____ 08/13/2024
Attorney Review — **Date**

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

2 _____ 8-21-24
Finance Director — **Date**

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

3 _____ _____
Tim Montgomery, City Manager — **Date**

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

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

DocuSign Envelope ID: 462F2F97-1DBF-4C03-92DC-54F7B5059836

Agreement / Contract
No._____

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LAS VEGAS
AND
THE VILLAGE OF PECOS

Agreement / Contract
No. 3092-15
City of Las Vegas
Date

This Memorandum of Understanding (MOU) is made between CITY OF LAS VEGAS and VILLAGE OF PECOS. The Parties intend by this MOU to establish a mutually beneficial working relationship. The MOU addresses the relationship, roles and responsibilities of the parties in carrying out this MOU.

PURPOSE:

The primary purpose of this MOU is for the City of Las Vegas to operate and provide Senior Center services out of the Pecos Senior Center. The Pecos Senior Center is owned by the Village of Pecos. The period of utilization will be upon the execution of the approval of the MOU by both parties from July 1, 2023 through June 30, 2024.

ROLES AND RESPONSIBLITIES:

The parties intend to undertake the following roles and responsibilities pursuant to this MOU:

1. City of Las Vegas will pay the Village of Pecos a facility use fee of zero ($0.00) dollars per month.
2. City of Las Vegas will pay costs for food permit, utilities, water, electricity, propane, trash, telephone, and internet (if available).
3. City of Las Vegas shall provide various activities, events, congregate meals, home delivered meals and transportation services.
4. The Village of Pecos or designee shall have final authority over the use of the facility during those times when the Senior Citizen Center is not in operation as spelled out in paragraph number eight (8).
5. Village of Pecos shall be responsible for the upkeep of the facility (including yearly fire Marshall Inspections, yearly fire extinguisher tags, Pest Control, and bi-annual hood suppression inspections), building, parking and area maintenance and any and all capital improvements if funding is available. This includes immediate clearing of the parking lot of snow or hail, regular clearing of walking paths of ice; trimming plants and cutting grass and weeds; painting the exterior and interior of the property; repairing all Village owned equipment including but not limited to heating systems, cooling systems, walk in frig and freezer and administrative equipment.

DocuSign Envelope ID: 462F2F97-1DBF-4C03-92DC-54F7B5059836

6. City of Las Vegas shall be responsible for personnel management for all Pecos Senior Center employees. Any and all employees shall be treated as and considered City of Las Vegas employees. Any direction and control of the employees shall be reserved to the Senior Citizen Manager or a City designated person. The City of Las Vegas shall offer fair and equal opportunity to those citizens of Pecos when employment opportunities exist at the Senior Citizens Center.
7. Any nonemployees or volunteers shall be approved by the City of Las Vegas prior to beginning any assigned duties or responsibilities. Las Vegas policies and procedures control their working environment and activities.
8. The Pecos Senior Center schedule of operation is Monday thru Friday from 7:30 a.m. to 4:00 pm except City holidays (note: off hours will be coordinated with the Village of Pecos.) Use by the Village of Pecos or its designees of the Senior Center shall not interfere with the primary use by the City of Las Vegas.
9. Any daily schedule changes requested by City of Las Vegas or Village of Pecos will be coordinated and determined by the Senior Center Manager or a designee for the City of Las Vegas.
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11. The City of Las Vegas reserves the right to evict or suspend from the Senior Citizens Center, any visitor or senior who violates City of Las Vegas behavior policies which includes actions which poses a hazard to the seniors, staff or property, or which disrupts the orderly conduct of activities.
12. The City of Las Vegas is the fiscal agent for San Miguel County Senior Centers, all kitchen supplies, meal equipment, vehicles, food, computer equipment, janitorial equipment/supplies, and furniture purchased for the services of seniors will be inventoried.
13. The City of Las Vegas will allow the Village of Pecos to use the kitchen supplies, meal equipment and furniture after senior operating hours for other events with written consent with the understanding that the center and all equipment used must be in its original clean and sanitary condition as before its use.
14. **Insurance**: The Village of Pecos shall obtain and maintain the following insurance during the term of this MOU, in the minimum amounts and form hereinafter provided:

    a. Comprehensive general liability coverage not less than $1,000,000 limit per occurrence, including coverage for property, damage, bodily injury and wrongful death.

DocuSign Envelope ID: 462F2F97-1DBF-4C03-92DC-54F7B5059836

b. Fire, lightning and extended coverage, or "all risk" coverage. The Village of Pecos shall deliver a copy thereof to the City of Las Vegas and the Non-Metro Area Agency on Aging upon the commencement of the term of this MOU.
c. The Village of Pecos shall carry and maintain in full force and effect public liability insurance covering bodily injury, disease illness or death and property damage liability. In the event that such real property, additions or improvements should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, the Village of Pecos shall have the option to either use the proceeds to replace or repair real property, additions or improvements.
d. All insurance policies required to be carried for Pecos Senior Center shall name the Village of Pecos as the primary insurer and the City of Las Vegas as a named insured. Pecos shall provide thirty (30) days written notice to the City of Las Vegas and to the Non Metro Area Agency on Aging in advance of any change, cancellation, termination or lapse of such insurance coverage.
e. The Village of Pecos shall add Non Metro Area Agency on Aging as an additional insured so that the insurance certificates can come directly to them. Contact address information is 3900 Paseo Del Sol, Santa Fe, NM 87507.

15. Waiver of Subrogation: Village of Pecos and City of Las Vegas hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage.

AGREEMENTS:

In order to create a successful completion of this MOU, the parties agree to the following terms and conditions:

1. Each party pledges in good faith to go forward with this MOU subject to the terms, and conditions of this MOU. The parties shall attempt to resolve any and all disputes through good faith discussions.
2. Either party may unilaterally withdraw at any time and for any reason from this MOU by submitting a written and signed communication to the other party giving ninety (90) days Written Notice.
3. By mutual written signed agreement, the parties may amend the intended goals and purposes set forth in this MOU. Any modification to any other written part of this MOU must be made in writing and signed by both parties and their designees.

DocuSign Envelope ID: 462F2F97-1DBF-4C03-92DC-54F7B5059836

4. All significant and formal communications between the parties shall be made through and to the City of Las Vegas' Interim City Manager at 1700 North Grand Avenue, Las Vegas, NM 87701 and the Village of Pecos' Mayor Telesfor Benavidez at PO Box 337, Pecos, NM 87552.

IN WITNESS WHEREOF, the parties have set their hands on the 14th day of February 2024.

City of Las Vegas

Tim Montgomery, Interim City Manager

Wanda Salazar by Joyce Romero
Wanda Salazar, Community Services Director

ATTEST:

Casandra Fresquez, City Clerk

Village of Pecos

Telesfor A Benavidez
Mayor, Telesfor Benavidez

Anna M. Vigil
Anna M Vigil, **Village Clerk**

As to Legal Sufficiency

DocuSigned by:
Ambrosio Castellano Jr.
A9FBDB035820465...

City of Las Vegas Attorney

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: Wednesday September 11, 2024

Date Submitted: August 26, 2024 **Department: Parks and Recreation**

Item/Topic: MOU Approval. Asking for approval for Meadow City Rebels Travel Baseball Team to use Keys Park for practice for the upcoming travel baseball season.

Fiscal Impact: None

Attachments:

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

Approved For Submittal By:

Department Director

Reviewed By:

Finance Director

City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

Continued :_____
Referred To: _____
Denied _____
Other

MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF LAS VEGAS
AND MEADOW CITY REBELS TRAVEL BASEBALL TEAM

This agreement for Facility Seasonal usage agreement is made and entered into on this ____ day of _____ 2024 by and between the City of Las Vegas (hereafter "CLV"), a New Mexico home-rule municipality and Meadow City Rebels Travel Baseball Team (hereafter "MCRTBT").

This Memorandum of Understanding (MOU) supersedes any and all previous agreements and all are hereby voided upon adoption of this MOU.

RECITALS:
WHEREAS, the City of Las Vegas is the owner of land at Keyes Park located on Mills Ave, LVNM, which is made available under this agreement;

WHEREAS, the City of Las Vegas will make the Minors field (Gallegos field) at Keyes Park available under this agreement to hold **youth travel baseball practices from August 15, 2024 to April 1, 2025**.

WHEREAS, The MCRTBT agrees not to engage in or permit property to be used for any other purpose than the purpose specifically stated above, or any unlawful or offensive purpose, and agrees, in the use of the property, to abide by all regulations of **the CLV**, Local Laws and Ordinances, and the laws of the State of New Mexico and the United States Government;

WHEREAS, The City of Las Vegas encourages the developments of athletic leagues to foster community partnerships, prosperity, and to provide recreational and other opportunities for the youth in Las Vegas, NM;

WHEREAS, this MOU addresses the relationship, roles and responsibilities of the parties with the primary purpose to establish a mutually beneficial working relationship;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the aforementioned parties agree as follows:

PURPOSE:
The parties intended to undertake the following roles and responsibilities pursuant to this MOU agreement:

1. **Rental of Property**: MCRTBT shall pay consideration to CLV in the amount of **$300.00** for use of the fields, for the duration of MCRTBT season.
2. **Expiration of the Agreement**: MCRTBT agrees to deliver the Property, at the expiration of this agreement, in as good a condition as at the beginning of this agreement.
   If damage or breakage occurs, or if the Property is not cleaned up sufficiently to satisfy CLV, MCRTBT shall pay the costs of CLV to repair said damage/breakage or for proper cleaning.
3. **Cancellation**: It is understood and agreed upon that this agreement is subject to cancellation if and when the CLV, in its sole discretion, finds that a cancellation of the use of the Property is warranted, at which time CLV shall inform MCRTBT writing within two weeks. Failure to comply with any of the terms and provisions of this MOU, MCRTBT rights hereunder shall terminate at once and the CLV may enter the Property and expel the MCRTBT, and MCRTBT shall not have

any remedies. Notice to quit possession and every other formality is hereby expressly waived by the MCRTBT in case of default or violation of any of the terms of this agreement.

4. **General Liability Insurance**: Agreed to maintain in full force and effect during the term of this MOU **General Liability Insurance** covers bodily injury, disease illness or death and property damage liability. Comprehensive general liability coverage not less than $1,000,000.00 limit per occurrence, including coverage for property damage, covering bodily injury and wrongful death and will increase according to industry standards.
5. **Additional Insured**: Fire, lightning and extended coverage, or risk coverage. CLV shall be named as an additional insured on each such policy of insurance. MCRTBT shall carry and maintain in full force and effect during the Term of this MOU and any renewal thereof, fire and extended coverage insurance upon all real property, altercation, alterations, additions and improvements in an amount equal to the replacement value of such real property, alterations additions and improvements. MCRTBT, within ten (10) days after cancellation or expiration of any required coverage is to notify CLV in writing. CLV may deem MOU to be in default as stated in the following section and deserves the right to immediate possession of the property and all additions or improvements. In substantially damaged in whole or in part, and such loss is covered **by fire** and to replace or repair real property, additions or improvements, it must first use the proceeds to clear the premises of all such buildings, additions and improvements including foundation, and thereafter the MOU will deem to be terminated.
6. **Hold Harmless**: MCRTBT agrees to defend, indemnify and hold harmless the city and its "public employees" as defined in the NM Torts Claim Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any sources with which may arise out of the performance of this agreement, caused by the negligent act or failure to act by MCRTBT, its officers, employees, servants, or against, or if caused by the actions of any client of MCRTBT resulting in injury or damage to persons or property during the time when MCRTBT or any officer, agent, assign, employee, servant thereof has or is performing services pursuant to this agreement. In the event that any action, suit or proceeding related to the services performed by MCRTBT or any officer, agent, assign, employee, servant under this agreement is brought against MCRTBT, MCRTBT shall, as soon as practicable but no later than two (2) days after it received notice thereof, notify the legal counsel of the City by certified mail.
7. **New Mexico Tort Claims Act**: Any liability incurred by the City of Las Vegas in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Torts 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 provision of the New Mexico Tort claims Act.
8. **Third Party Beneficiaries**: By entering into this agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Contractor/Lessee. 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.

SCHEDULE FOR KEYES PARK MINORS FIELD:

Tuesday - Thursday 5pm - 8pm

GENERAL MAINTENANCE:

The aforementioned parties shall cooperate with the CLV Parks department for the maintenance, care and upkeep of the ball fields, maintenance, care and upkeep shall include, without limitation the following:

MCRTBT Responsibilities:

1. Will utilize the aforementioned fields only for their respective program.
2. Will maintain a quality standard of care in the upkeep of all fields.
3. Will have the responsibility of maintenance and upkeep of trash in bench areas, trash pickup outside of trash receptacles, bagging trash inside receptacles.
4. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

CLV:

1. Will utilize a checklist to periodically inspect all fields to ensure general maintenance and quality care expectations are being met
2. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

TERM:

The term of this MOU may be renewable annually upon the approval of the City Council.

AGREEMENTS:

In order to foster the successful completion of this MOU, the parties agree to the following terms and conditions:

1. Each party pledges in good faith to go forward with this MOU subject to the terms and conditions of this MOU. The parties shall attempt to resolve any and all disputes through good faith discussions.
2. Either party may unilaterally withdraw at any time and for any reason from this MOU by submitting a written and signed communication to the other party giving a two week written notice.
3. By mutual agreement, the parties may modify the intended goals and purposes set forth in this MOU (General Maintenance). Any modification to this MOU must be made in writing and signed by all parties through their authorized designees. Any additions, deletions and/or changes to this MOU will require an addendum, and/or an amendment signed by the parties and City Manager.

PRIMARY CONTACT:

The parties intend that this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts/designees between the

parties. The parties agree that all significant and formal communications, including any written notice, between the parties shall be made through and to the MCRTBT representative and the CLV City Manager.

CITY OF LAS VEGAS:

By: _____

Name: Tim Montgomery

ATTEST:

Title: City Manager

By: _____

Date: _____

Name: Casandra Fresquez

Title: City Clerk

MEADOW CITY REBELS TRAVEL BASEBALL TEAM

By: _____

Name: Stephen Aragon

APPROVED AS TO LEGAL SUFFICIENCY

Title: MCRTBT Representative/Coach

By: _____

Date: _____

Title: Attorney

Approval Form

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

***Reviewed:**

Tim Montgomery, City Manager — **Date** 8/22/2024

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

Date Submitted: August 16, 2024

Department Submitting: Parks and Recreation Submitter: Arturo Padilla, Director

Documents to be reviewed: MOU FOR MEADOW CITY REBELS TRAVEL BASEBALL TEAM

Deadline: ASAP

Submitter Comments: _____

☐ *Received by Human Resource:* _____ *Date:* _____

City Manager / HR Comments: _____

_____

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

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

Changes: Payment Terms Date: _____

1 _____ 08/23/2024

Attorney Review Date

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

2 _____ 8-26-24

Finance Director Date

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

3 _____

Tim Montgomery, City Manager Date: _____

Received by City Clerk's Office Date: _____

(Only if being placed on the Agenda)

**This form must be submitted with an Attorney Review prior to review and approval by 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: Wednesday September 11, 2024

Date Submitted: August 26, 2024 **Department: Parks and Recreation**

Item/Topic: MOU Approval. Asking for approval for Luna Community College Baseball and Softball Teams to use Rodriguez Park turf fields for practice for the upcoming baseball season.

Fiscal Impact: None

Attachments:

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

Approved For Submittal By:

Department Director

Reviewed By:

Finance Director

City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

Continued : _____
Referred To: _____
Denied _____
Other

MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF LAS VEGAS
AND LUNA COMMUNITY COLLEGE

This agreement for Facility Seasonal usage agreement is made and entered into on this _____ day of _____ 2024 by and between the City of Las Vegas (hereafter "CLV"), a New Mexico home-rule municipality and Luna Community College (hereafter "LCC"). This agreement is for one year renewable up to (3) three years with yearly addendums.

This Memorandum of Understanding (MOU) supersedes any and all previous agreements and all are hereby voided upon adoption of this MOU.

RECITALS:

WHEREAS, the City of Las Vegas is the owner of land at Rodriguez Park Complex located on Grant St. which is made available under this agreement;

WHEREAS, Luna Community College agrees to lease the fields at Rodriguez Park Complex, specifically, Henry Martinez baseball field and softball field which are newly turfed and made available under this agreement, buildings to include the concession stand, bathrooms and press box, and equipment, for the sole purpose of Lessee to hold baseball and softball activities during Fall season August 12, 2024 to November 30, 2024 and Spring season January 10, 2025 to May 15, 2025.

WHEREAS, The lessee agrees not to engage in or permit property to be used for any other purpose than the purpose specifically stated above, or any unlawful or offensive purpose, and agrees, in the use of the property, to abide by all regulations of the Lesser, Local Laws and Ordinances, and the laws of the State of New Mexico and the United States Government;

WHEREAS, The City of Las Vegas encourages the developments of athletic leagues to foster community partnerships, prosperity, and to provide recreational and other opportunities for the youth, adults and students of Las Vegas, NM;

WHEREAS, this MOU addresses the relationship, roles and responsibilities of the parties with the primary purpose to establish a mutually beneficial working relationship for the utilization, maintenance, and upkeep of the above mentioned fields;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the aforementioned parties agree as follows:

PURPOSE:

The parties intended to undertake the following roles and responsibilities pursuant to this MOU agreement:

1. **Rental of Property**: LCC shall pay consideration to CLV in the amount of $20,000 for use of the property, for the duration of LCC fall and spring season.
2. **Expiration of the Agreement**: LCC agrees to deliver the Property, at the expiration of this agreement, in as good a condition as at the beginning of this agreement. If damage or breakage occurs, or if the Property is not cleaned up sufficient to satisfy CLV, LCC shall pay the costs of CLV to repair said damage/breakage or for proper cleaning.
3. **Additional equipment**: Any equipment furnished by LCC, shall be brought in, set up and taken down at the LCC sole expense. No outside equipment shall be left over or stored on the Property after season. LCC must replace any equipment that, in the CLV sole discretion, is destroyed, stolen or damaged by LCC members, competitors and/or spectators.
4. **Cancellation**: It is understood and agreed upon that this agreement is subject to cancellation if and when the CLV, in its sole discretion, finds that a cancellation of the use of the Property is warranted, at which time CLV shall inform LCC in writing within two weeks. Failure to comply with any of the terms and provisions of this MOU, LCC rights hereunder shall terminate at once and the CLV may enter the Property and expel the LCC, and LCC shall not have any remedies. Notice to quit possession and every other formality is hereby expressly waived by the LCC in case of default or violation of any of the terms of this agreement.
5. **General Liability Insurance**: Agreed to maintain in full force and effect during the term of this MOU **General Liability Insurance** covering bodily injury, disease illness or death and property damage liability. Comprehensive general liability coverage not less than $1,000,000.00 limit per occurrence, including coverage for property damage, covering bodily injury and wrongful death and will increase according to industry standards.
6. **Additional Insured**: Fire, lightning and extended coverage, or risk coverage. CLV shall be named as an additional insured on each such policy of insurance. LCC shall carry and maintain in full force and effect during the Term of this MOU and any renewal thereof, fire and extended coverage insurance upon all real property, altercation, alterations, additions and improvements in an amount equal to the replacement value of such real property, alterations additions and improvements. LCC, within ten (10) days after cancellation or expiration of any required coverage is to notify CLV in writing. CLV may deem MOU to be in default as stated in the following section and deserves the right to immediate possession of the property and all additions or improvements. In substantially damaged in whole or in part, and such loss is covered by fire and to replace or repair real property, additions or improvements, it must first use the proceeds to clear the premises of all such buildings, additions and improvements including foundation, and thereafter the MOU will be terminated.
7. **Hold Harmless**: Agree to defend, indemnify and hold harmless the city and its "public employees" as defined in the NM Torts Claim Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any sources with which may arise out of the performance of this agreement,

caused by the negligent act or failure to act by LCC, its officers, employees, servants, or against, or if caused by the actions of any client of LCC resulting in injury or damage to persons or property during the time when LCC or any officer, agent, assign, employee, servant thereof has or is performing services pursuant to this agreement. In the event that any action, suit or proceeding related to the services performed by LCC or any officer, agent, assign, employee, servant under this agreement is brought against LCC, LCC shall, as soon as practicable but no later than two (2) days after it received notice thereof, notify the legal counsel of the City by certified mail.

8. **New Mexico Tort Claims Act**: Any liability incurred by the City of Las Vegas in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Torts 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 provision of the New Mexico Tort claims Act.

9. **Third Party Beneficiaries**: By entering into this agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Contractor/Lessee. 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.

SCHEDULE FOR ALL FIELDS:

Monday – Friday 8am – 7pm and Saturday 8am – 5pm

GENERAL MAINTENANCE:

The aforementioned parties shall cooperate with the CLV Parks department for the maintenance, care and upkeep of the baseball and softball fields and facilities such as concession stand, bathrooms and press box located at Rodriguez Park Complex, including the provision of all labor, equipment, and materials necessary to accomplish the same. Maintenance, care and upkeep shall include, without limitation the following:

LCC:

1. Will utilize the aforementioned fields and buildings for their respective programs.
2. Will maintain a high quality standard of care in the upkeep of turf fields and buildings.
3. Will designate Athletic Director to cooperate with CLV Parks crews to coordinate the agreement requirements and have basic lawn care, turf management and maintenance knowledge to maintain quality standard of care for the ball fields.
4. Will have the responsibility of using quality of care necessary for preparing and maintaining the fields for daily operation to include: grooming infield, outfield, cleanliness and sanitize benches, utilizing equipment, maintenance of turf, side tracks, and other areas of responsibility required to prepare for games and practices throughout season to include care and responsibility of turf maintenance.
5. Will have the responsibility of maintenance and upkeep of trash in bench areas, trash pickup outside of trash receptacles, bagging trash inside receptacles, trash in parking lots, fence lines and putting trash in dumpsters.

6. Press box, bathrooms and concession stand will be available for use by LCC, and LCC will maintain standard quality of care and will be the responsibility of LCC for cleaning, security, upkeep and maintenance. They must remain locked when not in use.
7. LCC and LPLL will jointly utilize the Henry Martinez baseball field and softball field for their respective programs in the spring session and will agree to share schedules for practices and games so as not to interfere with the other, especially during April and May months.
8. All locks, if applicable, must be authorized and any changes must be approved by CLV. Keys will be issued to key LCC Athletic Director only.
9. Security will need to be maintained at all times while utilizing fields and buildings. Access to the park is the responsibility of LCC and will maintain proper safety and security during practices and games. 10. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include, but not limited to, security, communication, trash, turf maintenance, and building responsibilities. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

CLV:

1. Will cooperate with LCC Athletic Director to coordinate this agreement requirements and have basic lawn care, turf management and maintenance knowledge to maintain quality standard of care for the two ball fields and facilities.
2. Will provide cutting and grooming of all grassed and other vegetated areas on all ball fields; and will collect and dispose of all waste and debris from within the premises of each field. All times settings for irrigation and water distribution if applicable are the sole responsibility of CLV. All sprinkler test and repair will be conducted as needed if applicable.
3. Will work with LCC to prepare fields for opening day, after opening day, daily quality standard of care and maintenance of fields will be the responsibility of LCC for their respective fields and respective seasons.
4. Will work with LCC to maintain a level of security at the Rodriguez Park Complex.
5. Will utilize a checklist to periodically inspect all fields to insure general maintenance and quality care expectations are being met by LCC. Designees from both parties will conduct a walk through before during and after each season.
6. All alterations or changes to buildings, surrounding areas and/or fields must be authorized by CLV.
7. Will schedule with Solid Waste scheduled dumpster pickup preferably twice a week.
8. Will work on irrigation system as needed, water fields, aerate fields, apply fertilizer, and/or mow fields if applicable.
9. All locks, if applicable, must be authorized and any changes must be approved by CLV.
10. Is responsible for the upkeep and maintenance of the scoreboard and lighting system on all fields if applicable.
11. Is responsible for the cost of utilities.
12. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include turf maintenance, materials, and building responsibilities, if any. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

TERM:

The term of this MOU may be renewable annually upon the approval of the City Council.

AGREEMENTS:

In order to foster the successful completion of this MOU, the parties agree to the following terms and conditions:

1. Each party pledges in good faith to go forward with this MOU subject to the terms and conditions of this MOU. The parties shall attempt to resolve any and all disputes through good faith discussions.
2. Either party may unilaterally withdraw at any time and for any reason from this MOU by submitting a written and signed communication to the other party giving a 30 Day written notice.
3. By mutual agreement, the parties may modify the intended goals and purposes set forth in this MOU (General Maintenance). Any modification to this MOU must be made in written and signed by all parties through their authorized designees. Any additions, deletions and/or changes to this MOU will require an addendum, and/or an amendment and signed by the parties and City Manager.

PRIMARY CONTACT:

The parties intend that this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts/designees between the parties. The parties agree that all significant and formal communications, including any written notice, between the parties shall be made through and to the LCC President and the CLV City Manager.

The parties hereby agree to the foregoing MOU:

CITY OF LAS VEGAS (CLV): DATE:

_____ _____ Tim Montgomery, City Manager

_____ _____ Arturo Padilla, Parks and Recreation Director

LUNA COMMUNITY COLLEGE (LCC):

_____ _____ Randy Krutsch, Athletic Director/Softball Coach

_____ _____ Erick Wright, Baseball Coach

_____ _____ Dr. Edward Martinez, President LCC

Approved as to Legal Sufficiency only: DATE:

_____ _____ City Attorney

_____ _____Casandra Fresquez, City Clerk

Approval Form

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

***Reviewed:**

Tim Montgomery, City Manager — **Date** 08/13/2024

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

Date Submitted: August 13, 2024

Department Submitting: PARKS AND RECREATION Submitter: Arturo Padilla, Director

Documents to be reviewed: MOU Luna Community College Softball/Baseball Team

Deadline: **ASAP**

Submitter Comments: _____

☐ *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: _____ Date: _____

1 _____ 08/13/2024

Attorney Review **Date**

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

2 _____ 8-26-24

Finance Director **Date**

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

3 _____ _____

Tim Montgomery, City Manager **Date**

Received by City Clerk's Office Date: _____

(Only if being placed on the Agenda)

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

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: Wednesday September 11, 2024

Date Submitted: August 26, 2024 **Department: Parks and Recreation**

Item/Topic: MOU Approval. Asking for approval for Havoc Youth Football Teams to use Rodriguez Park grass fields for practice for the upcoming football season.

Fiscal Impact: None

Attachments:

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

Approved For Submittal By:

Department Director

Reviewed By:

Finance Director

City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

Continued :_____
Referred To: _____
Denied _____
Other

Revised October 2022

MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF LAS VEGAS
AND MEADOW CITY HAVOC YOUTH FOOTBALL TEAMS

This agreement for Facility Seasonal usage agreement is made and entered into on this _____ day of _____ 2024 by and between the City of Las Vegas (hereafter "CLV"), a New Mexico home-rule municipality and Meadow City Havoc Youth Football (hereafter "MCHYF").
This Memorandum of Understanding (MOU) supersedes any and all previous agreements and all are hereby voided upon adoption of this MOU.

RECITALS:

WHEREAS, the City of Las Vegas is the owner of land at Rodriguez Park which are made available under this agreement;

WHEREAS, Meadow City Havoc Youth Football agrees to lease the grass ball fields at Rodriguez Park, which is made available under this agreement, for the sole purpose of Lessee to hold **youth football practices from August 19, 2024 to November 5, 2024**. MCHYF is a member of the Northern New Mexico Children's Football League (NNMCFL).

WHEREAS, The lessee agrees not to engage in or permit property to be used for any other purpose than the purpose specifically stated above, or any unlawful or offensive purpose, and agrees, in the use of the property, to abide by all regulations of the Lesser, Local Laws and Ordinances, and the laws of the State of New Mexico and the United States Government;

WHEREAS, The City of Las Vegas encourages the developments of athletic leagues to foster community partnerships, prosperity, and to provide recreational and other opportunities for the youth in Las Vegas, NM;

WHEREAS, this MOU addresses the relationship, roles and responsibilities of the parties with the primary purpose to establish a mutually beneficial working relationship for the utilization, maintenance, and upkeep of the all above mentioned fields;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the aforementioned parties agree as follows:

PURPOSE:
The parties intended to undertake the following roles and responsibilities pursuant to this MOU agreement:

1. **Rental of Property**: MCHYF shall pay consideration to CLV in the amount of $300.00 for use of the Rodriguez Grass fields, for the duration of MCHYF season.
2. **Expiration of the Agreement**: MCHYF agrees to deliver the Property, at the expiration of this agreement, in as good a condition as at the beginning of this agreement.

If damage or breakage occurs, or if the Property is not cleaned up sufficient to satisfy CLV, MCHYF shall pay the costs of CLV to repair said damage/breakage or for proper cleaning.

3. **Additional equipment**: Any equipment other than equipment furnished by MCHYF, shall be brought in, set up and taken down at the MCHYF sole expense. No outside equipment shall be left over or stored on the Property. MCHYF must replace any equipment that, in the CLV sole discretion, is destroyed, stolen or damaged.
4. **Cancellation**: It is understood and agreed upon that this agreement is subject to cancellation if and when the CLV, in its sole discretion, finds that a cancellation of the use of the Property is warranted, at which time CLV shall inform MCHYF in writing within two weeks. Failure to comply with any of the terms and provisions of this MOU, MCHYF rights hereunder shall terminate at once and the CLV may enter the Property and expel the MCHYF, and MCHYF shall not have any remedies. Notice to quit possession and every other formality is hereby expressly waived by the MCHYF in case of default or violation of any of the terms of this agreement.
5. **General Liability Insurance**: Agreed to maintain in full force and effect during the term of this MOU **General Liability Insurance** coving bodily injury, disease illness or death and property damage liability. Comprehensive general liability coverage not less than $1,000,000.00 limit per occurrence, including coverage for property damage, covering bodily injury and wrongful death and will increase according to industry standards.
6. **Additional Insured**: Fire, lightning and extended coverage, or risk coverage. CLV shall be named as an additional insured on each such policy of insurance. MCHYF shall carry and maintain in full force and effect during the Term of this MOU and any renewal thereof, fire and extended coverage insurance upon all real property, altercation, alterations, additions and improvements in an amount equal to the replacement value of such real property, alterations additions and improvements. MCHYF, within ten (10) days after cancellation or expiration of any required coverage is to notify CLV in writing. CLV may deem MOU to be in default as stated in the following section and deserves the right to immediate possession of the property and all additions or improvements. In substantially damaged in whole or in part, and such loss is covered by ire and to replace or repair real property, additions or improvements, it must first use the proceeds to clear the premises of all such buildings, additions and improvements including foundation, and thereafter the MOU will b deem to be terminated.
7. **Hold Harmless**: Agree to defend, indemnify and hold harmless the city and its "public employees" as defined in the NM Torts Claim Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any sources with which may arise out of the performance of this agreement, caused by the negligent act or failure to act by MCHYF, its officers, employees, servants, or against, or if caused by the actions of any client of MCHYF resulting in injury or damage to persons or property during the time when MCHYF or any officer, agent, assign, employee, servant thereof has or is performing services pursuant to this agreement. In the event that any action, suit or proceeding related to the services performed by MCHYF or any officer, agent, assign, employee, servant under this agreement is brought against MCHYF, MCHYF shall, as soon as practicable but no later than two (2) days after it received notice thereof, notify the legal counsel of the City by certified mail.
8. **New Mexico Tort Claims Act**: Any liability incurred by the City of Las Vegas in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-

1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Torts 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 provision of the New Mexico Tort claims Act.

9. **Third Party Beneficiaries**: By entering into this agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Contractor/Lessee. 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.

SCHEDULE FOR ALL FIELDS:

Monday – Friday 4pm – 8pm

GENERAL MAINTENANCE:

The aforementioned parties shall cooperate with the CLV Parks department for the maintenance, care and upkeep of the ball fields and facilities, including the provision of all labor, equipment, and materials necessary to accomplish the same (if applicable). Maintenance, care and upkeep shall include, without limitation the following:

LVYSL:

1. Will utilize the aforementioned fields for their respective program.
2. Will maintain a quality standard of care in the upkeep of all fields.
3. Will designate one Field Maintenance person to cooperate with CLV Parks crews to coordinate the agreement requirements and have basic lawn care and maintenance knowledge to maintain quality standard of care for the ball fields.
4. Will have the responsibility of maintenance and upkeep of trash in bench areas, trash pickup outside of trash receptacles, bagging trash inside receptacles, trash in parking lots, fence lines and putting trash in dumpsters.
5. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include soil material, and concession stand responsibilities, if applicable. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

CLV:

1. Will cooperate with MCHYF Field Maintenance person to coordinate this agreement requirements and have basic lawn care and maintenance knowledge to maintain quality standard of care for the fields.
2. Will utilize a checklist to periodically inspect all fields to insure general maintenance and quality care expectations are being met by MCHYF. Designees from both parties will conduct a walk through.
3. Will schedule with Solid Waste scheduled dumpster pickup preferably twice a week.
4. Will collect and dispose of all waste, trash bags and debris from within the premises of each field. All times settings for irrigation and water distribution is the sole responsibility of CLV.
5. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include field maintenance responsibilities, if any. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

TERM:
The term of this MOU may be renewable annually upon the approval of the City Manager.

AGREEMENTS:
In order to foster the successful completion of this MOU, the parties agree to the following terms and conditions:

1. Each party pledges in good faith to go forward with this MOU subject to the terms and conditions of this MOU. The parties shall attempt to resolve any and all disputes through good faith discussions.
2. Either party may unilaterally withdraw at any time and for any reason from this MOU by submitting a written and signed communication to the other party giving a two week written notice.
3. By mutual agreement, the parties may modify the intended goals and purposes set forth in this MOU (General Maintenance). Any modification to this MOU must be made in written and signed by all parties through their authorized designees. Any additions, deletions and/or changes to this MOU will require an addendum, and/or an amendment and signed by the parties and City Manager.

PRIMARY CONTACT:
The parties intend that this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts/designees between the parties. The parties agree that all significant and formal communications, including any written notice, between the parties shall be made through and to the MCHYF representative and the CLV City Manager.

The parties hereby agree to the foregoing MOU:

CITY OF LAS VEGAS (CLV): DATE:

_____ _____
Tim Montgomery, City Manager

_____ _____
Arturo Padilla, Parks and Recreation Director

MEADOW CITY HAVOC YOUTH FOOTBALL (MCHYF):

_____ _____
Janet Ulibarri, Havoc League President
NNMCSL Board Member

_____ _____
Casandra Fresquez, City Clerk

Approval Form

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

***Reviewed:**

Tim Montgomery, City Manager — 08/16/2024 — Date

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

Date Submitted: August 13, 2024

Department Submitting: PARKS AND RECREATION — Submitter: Arturo Padilla, Director

Documents to be reviewed: MOU Havoc Youth football Team

Deadline: **ASAP**

Submitter Comments: _____

☐ *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: _____ Date: _____

1 — _____ — 08/13/2024

Attorney Review — **Date**

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

2 — _____ — 8-26-24

Finance Director — **Date**

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

3 — _____ — _____

Tim Montgomery, City Manager — **Date**

Received by City Clerk's Office Date: _____

(Only if being placed on the Agenda)

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

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: Wednesday September 11, 2024

Date Submitted: August 26, 2024 **Department: Parks and Recreation**

Item/Topic: MOU Approval. Asking for approval for Northern Elite Travel Baseball Team to use Rodriguez Park grass fields for practice for the upcoming travel baseball season.

Fiscal Impact: None

Attachments:

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

Approved For Submittal By:

Department Director

Reviewed By:

Finance Director

City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

Continued :_____
Referred To: _____
Denied _____
Other

Revised October 2022

MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF LAS VEGAS
AND NORTHERN ELITE TRAVEL BASEBALL TEAM

This agreement for Facility Seasonal usage agreement is made and entered into on this ____ day of _____ 2024 by and between the City of Las Vegas (hereafter "CLV"), a New Mexico home-rule municipality and Northern Elite Travel Baseball Team (hereafter "NETB").

This Memorandum of Understanding (MOU) supersedes any and all previous agreements and all are hereby voided upon adoption of this MOU.

RECITALS:
WHEREAS, the City of Las Vegas is the owner of land at Rodriguez Park, which is made available under this agreement;

WHEREAS, the City of Las Vegas will make the grass adult softball Field at Rodriguez Park available under this agreement to hold **youth travel baseball practices from August 15, 2024 to December 1, 2024**.

WHEREAS, The NETB agrees not to engage in or permit property to be used for any other purpose than the purpose specifically stated above, or any unlawful or offensive purpose, and agrees, in the use of the property, to abide by all regulations of **the CLV**, Local Laws and Ordinances, and the laws of the State of New Mexico and the United States Government;

WHEREAS, The City of Las Vegas encourages the developments of athletic leagues to foster community partnerships, prosperity, and to provide recreational and other opportunities for the youth in Las Vegas, NM;

WHEREAS, this MOU addresses the relationship, roles and responsibilities of the parties with the primary purpose to establish a mutually beneficial working relationship;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the aforementioned parties agree as follows:

PURPOSE:
The parties intended to undertake the following roles and responsibilities pursuant to this MOU agreement:

1. **Rental of Property**: NETB shall pay consideration to CLV in the amount of **$150.00** for use of the fields, for the duration of NETB season.
2. **Expiration of the Agreement**: NETB agrees to deliver the Property, at the expiration of this agreement, in as good a condition as at the beginning of this agreement.
   If damage or breakage occurs, or if the Property is not cleaned up sufficiently to satisfy CLV, NETB shall pay the costs of CLV to repair said damage/breakage or for proper cleaning.
3. **Cancellation**: It is understood and agreed upon that this agreement is subject to cancellation if and when the CLV, in its sole discretion, finds that a cancellation of the use of the Property is warranted, at which time CLV shall inform NETB in writing within two weeks. Failure to comply with any of the terms and provisions of this MOU, NETB rights hereunder shall terminate at

once and the CLV may enter the Property and expel the NETB , and NETB shall not have any remedies. Notice to quit possession and every other formality is hereby expressly waived by the NETB in case of default or violation of any of the terms of this agreement.

4. **General Liability Insurance**: Agreed to maintain in full force and effect during the term of this MOU **General Liability Insurance** covers bodily injury, disease illness or death and property damage liability. Comprehensive general liability coverage not less than $1,000,000.00 limit per occurrence, including coverage for property damage, covering bodily injury and wrongful death and will increase according to industry standards.
5. **Additional Insured**: Fire, lightning and extended coverage, or risk coverage. CLV shall be named as an additional insured on each such policy of insurance. NETB shall carry and maintain in full force and effect during the Term of this MOU and any renewal thereof, fire and extended coverage insurance upon all real property, altercation, alterations, additions and improvements in an amount equal to the replacement value of such real property, alterations additions and improvements. NETB , within ten (10) days after cancellation or expiration of any required coverage is to notify CLV in writing. CLV may deem MOU to be in default as stated in the following section and deserves the right to immediate possession of the property and all additions or improvements. In substantially damaged in whole or in part, and such loss is covered **by fire** and to replace or repair real property, additions or improvements, it must first use the proceeds to clear the premises of all such buildings, additions and improvements including foundation, and thereafter the MOU will deem to be terminated.
6. **Hold Harmless**: NETB agrees to defend, indemnify and hold harmless the city and its "public employees" as defined in the NM Torts Claim Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any sources with which may arise out of the performance of this agreement, caused by the negligent act or failure to act by NETB , its officers, employees, servants, or against, or if caused by the actions of any client of NETB resulting in injury or damage to persons or property during the time when NETB or any officer, agent, assign, employee, servant thereof has or is performing services pursuant to this agreement. In the event that any action, suit or proceeding related to the services performed by NETB or any officer, agent, assign, employee, servant under this agreement is brought against NETB , NETB shall, as soon as practicable but no later than two (2) days after it received notice thereof, notify the legal counsel of the City by certified mail.
7. **New Mexico Tort Claims Act**: Any liability incurred by the City of Las Vegas in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Torts 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 provision of the New Mexico Tort claims Act.
8. **Third Party Beneficiaries**: By entering into this agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Contractor/Lessee. 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.

SCHEDULE FOR RODRIGUEZ PARK GRASS ADULT SOFTBALL FIELD:

Saturdays 9am – 11am or 6pm - 8pm

GENERAL MAINTENANCE:

The aforementioned parties shall cooperate with the CLV Parks department for the maintenance, care and upkeep of the ball fields, Maintenance, care and upkeep shall include, without limitation the following:

NETB Responsibilities:

1. Will utilize the aforementioned fields only for their respective program.
2. Will maintain a quality standard of care in the upkeep of all fields.
3. Will have the responsibility of maintenance and upkeep of trash in bench areas, trash pickup outside of trash receptacles, bagging trash inside receptacles.
4. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

CLV:

1. Will utilize a checklist to periodically inspect all fields to ensure general maintenance and quality care expectations are being met
2. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

TERM:

The term of this MOU may be renewable annually upon the approval of the City Manager.

AGREEMENTS:

In order to foster the successful completion of this MOU, the parties agree to the following terms and conditions:

1. Each party pledges in good faith to go forward with this MOU subject to the terms and conditions of this MOU. The parties shall attempt to resolve any and all disputes through good faith discussions.
2. Either party may unilaterally withdraw at any time and for any reason from this MOU by submitting a written and signed communication to the other party giving a two week written notice.
3. By mutual agreement, the parties may modify the intended goals and purposes set forth in this MOU (General Maintenance). Any modification to this MOU must be made in writing and signed by all parties through their authorized designees. Any additions, deletions and/or changes to this MOU will require an addendum, and/or an amendment signed by the parties and City Manager.

PRIMARY CONTACT:
The parties intend that this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts/designees between the parties. The parties agree that all significant and formal communications, including any written notice, between the parties shall be made through and to the NETB representative and the CLV City Manager.

CITY OF LAS VEGAS:

By: _____

Name: Tim Montgomery

ATTEST:

Title: City Manager

By: _____

Date: _____

Name: Casandra Fresquez

Northern Elite Travel Baseball Team:

Title: City Clerk

By: _____

APPROVED AS TO LEGAL SUFFICIENCY

Name: April Gonzales

By: _____
Representative/Coach

Title: NETB

Date:_____

By: _____

Title: Attorney

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

***Reviewed:**

Tim Montgomery, City Manager — **Date** 08/13/2024

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

Date Submitted: August 13, 2024

Department Submitting: PARKS AND RECREATION Submitter: Arturo Padilla, Director

Documents to be reviewed: MOU Northern Elite Travel Baseball Team

Deadline: **ASAP**

Submitter Comments: _____

☐ *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: _____ Date: _____

1 _____ **Attorney Review** 08/13/2024 **Date**

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

2 _____ **Finance Director** 8.26.24 **Date**

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

3 _____ **Tim Montgomery, City Manager** _____ **Date**

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

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

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: Wednesday September 11, 2024

Date Submitted: August 26, 2024 **Department: Parks and Recreation**

Item/Topic: MOU Approval. Asking for approval for Wolfpack Travel Baseball Team to use Keys Park for practice for the upcoming travel baseball season.

Fiscal Impact: None

Attachments:

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

Approved For Submittal By:

Department Director

Reviewed By:

Finance Director

City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

Continued :_____
Referred To: _____
Denied _____
Other

MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF LAS VEGAS
AND WOLFPACK TRAVEL BASEBALL TEAM

This agreement for Facility Seasonal usage agreement is made and entered into on this ____ day of _____ 2024 by and between the City of Las Vegas (hereafter "CLV"), a New Mexico home-rule municipality and Wolfpack Travel Baseball Team (hereafter "WTBT").

This Memorandum of Understanding (MOU) supersedes any and all previous agreements and all are hereby voided upon adoption of this MOU.

RECITALS:
WHEREAS, the City of Las Vegas is the owner of land at Keyes Park located on Mills Ave, LVNM, which is made available under this agreement;

WHEREAS, the City of Las Vegas will make the Majors field at Keyes Park available under this agreement to hold **youth travel baseball practices from August 15, 2024 to April 1, 2025**.

WHEREAS, The WTBT agrees not to engage in or permit property to be used for any other purpose than the purpose specifically stated above, or any unlawful or offensive purpose, and agrees, in the use of the property, to abide by all regulations of **the CLV**, Local Laws and Ordinances, and the laws of the State of New Mexico and the United States Government;

WHEREAS, The City of Las Vegas encourages the developments of athletic leagues to foster community partnerships, prosperity, and to provide recreational and other opportunities for the youth in Las Vegas, NM;

WHEREAS, this MOU addresses the relationship, roles and responsibilities of the parties with the primary purpose to establish a mutually beneficial working relationship;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the aforementioned parties agree as follows:

PURPOSE:
The parties intended to undertake the following roles and responsibilities pursuant to this MOU agreement:

1. **Rental of Property**: WTBT shall pay consideration to CLV in the amount of **$300.00** for use of the fields, for the duration of WTBT season.
2. **Expiration of the Agreement**: WTBT agrees to deliver the Property, at the expiration of this agreement, in as good a condition as at the beginning of this agreement.
   If damage or breakage occurs, or if the Property is not cleaned up sufficiently to satisfy CLV, WTBT shall pay the costs of CLV to repair said damage/breakage or for proper cleaning.
3. **Cancellation**: It is understood and agreed upon that this agreement is subject to cancellation if and when the CLV, in its sole discretion, finds that a cancellation of the use of the Property is warranted, at which time CLV shall inform WTBTin writing within two weeks. Failure to comply with any of the terms and provisions of this MOU,WTBT rights hereunder shall terminate at once and the CLV may enter the Property and expel the WTBT , and WTBT shall not have any

remedies. Notice to quit possession and every other formality is hereby expressly waived by the WTBT in case of default or violation of any of the terms of this agreement.

4. **General Liability Insurance**: Agreed to maintain in full force and effect during the term of this MOU **General Liability Insurance** covers bodily injury, disease illness or death and property damage liability. Comprehensive general liability coverage not less than $1,000,000.00 limit per occurrence, including coverage for property damage, covering bodily injury and wrongful death and will increase according to industry standards.
5. **Additional Insured**: Fire, lightning and extended coverage, or risk coverage. CLV shall be named as an additional insured on each such policy of insurance. WTBT shall carry and maintain in full force and effect during the Term of this MOU and any renewal thereof, fire and extended coverage insurance upon all real property, altercation, alterations, additions and improvements in an amount equal to the replacement value of such real property, alterations additions and improvements. WTBT , within ten (10) days after cancellation or expiration of any required coverage is to notify CLV in writing. CLV may deem MOU to be in default as stated in the following section and deserves the right to immediate possession of the property and all additions or improvements. In substantially damaged in whole or in part, and such loss is covered **by fire** and to replace or repair real property, additions or improvements, it must first use the proceeds to clear the premises of all such buildings, additions and improvements including foundation, and thereafter the MOU will deem to be terminated.
6. **Hold Harmless**: WTBT agrees to defend, indemnify and hold harmless the city and its "public employees" as defined in the NM Torts Claim Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any sources with which may arise out of the performance of this agreement, caused by the negligent act or failure to act by WTBT , its officers, employees, servants, or against, or if caused by the actions of any client of WTBT resulting in injury or damage to persons or property during the time when WTBT or any officer, agent, assign, employee, servant thereof has or is performing services pursuant to this agreement. In the event that any action, suit or proceeding related to the services performed by WTBT or any officer, agent, assign, employee, servant under this agreement is brought against WTBT, WTBT shall, as soon as practicable but no later than two (2) days after it received notice thereof, notify the legal counsel of the City by certified mail.
7. **New Mexico Tort Claims Act**: Any liability incurred by the City of Las Vegas in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Torts 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 provision of the New Mexico Tort claims Act.
8. **Third Party Beneficiaries**: By entering into this agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Contractor/Lessee. 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.

SCHEDULE FOR KEYES PARK MAJORS FIELD:

Monday - Friday 4pm - 8pm

GENERAL MAINTENANCE:

The aforementioned parties shall cooperate with the CLV Parks department for the maintenance, care and upkeep of the ball fields, Maintenance, care and upkeep shall include, without limitation the following:

WTBT Responsibilities:

1. Will utilize the aforementioned fields only for their respective program.
2. Will maintain a quality standard of care in the upkeep of all fields.
3. Will have the responsibility of maintenance and upkeep of trash in bench areas, trash pickup outside of trash receptacles, bagging trash inside receptacles.
4. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

CLV:

1. Will utilize a checklist to periodically inspect all fields to ensure general maintenance and quality care expectations are being met
2. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

TERM:

The term of this MOU may be renewable annually upon the approval of the City Council.

AGREEMENTS:

In order to foster the successful completion of this MOU, the parties agree to the following terms and conditions:

1. Each party pledges in good faith to go forward with this MOU subject to the terms and conditions of this MOU. The parties shall attempt to resolve any and all disputes through good faith discussions.
2. Either party may unilaterally withdraw at any time and for any reason from this MOU by submitting a written and signed communication to the other party giving a two week written notice.
3. By mutual agreement, the parties may modify the intended goals and purposes set forth in this MOU (General Maintenance). Any modification to this MOU must be made in writing and signed by all parties through their authorized designees. Any additions, deletions and/or changes to this MOU will require an addendum, and/or an amendment signed by the parties and City Manager.

PRIMARY CONTACT:

The parties intend that this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts/designees between the

parties. The parties agree that all significant and formal communications, including any written notice, between the parties shall be made through and to the WTBT representative and the CLV City Manager.

CITY OF LAS VEGAS:

By: _____

Name: Tim Montgomery

Title: City Manager

Date: _____

ATTEST:

By: _____

Name: Cassandra Fresquez

Title: City Clerk

WOLFPACK TRAVEL BASEBALL TEAM:

By: _____

Name: Craig Aragon

Title: WTBT Representative/Coach

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY

By: _____

Title: Attorney

Approval Form

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

***Reviewed:**

Tim Montgomery, City Manager 08/22/2024 **Date**

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

Date Submitted: August 16, 2024

Department Submitting: Parks and Recreation Submitter: Arturo Padilla, Director

Documents to be reviewed: **MOU FOR WOLFPACK TRAVEL BASEBALL TEAM**

Deadline: ASAP

Submitter Comments: _____

☐ *Received by Human Resource:* _____ *Date:* _____

City Manager / HR Comments: _____

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

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

Changes: Payment due date Date: 08/23/2024

1 _____ 08/23/2024

Attorney Review Date

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

2 _____ 8-26-24

Finance Director Date

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

3 _____

Tim Montgomery, City Manager Date: _____

Received by City Clerk's Office Date: _____

(Only if being placed on the Agenda)

**This form must be submitted with an Attorney Review prior to review and approval by 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: September 11, 2024

Date Submitted: August 30, 2024 **Department:** Finance

Item/Topic: Approval of Resolution 24-25, City of Las Vegas is in need of making a budget adjustment in the 2024-2025 fiscal year budget.

Fiscal Impact:

- Positive – Additional funding from various sources in the amount of $142,587,045.12.
- Negative – Decrease in cash reserves of $996,891.00.

Attachments: Resolution 24-25 BAR and related documentation

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____ **Continued To:** _____

Ordinance No. _____ **Referred To:**
Contract No: _____
Approved _____

Denied _____
Other _____

Revised October 2020

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 24-25

A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE 2024-2025 FISCAL YEAR

WHEREAS, the Governing Body of the City of Las Vegas has developed a budget adjustment request for fiscal year 2024-25; and

WHEREAS, said budget was developed on basis of increases in revenue, expenditure and transfer (in) out through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the City of Las Vegas is in need of making a budget adjustment in the 2024-25 fiscal year budget to include:

- A revenue/expense increase to Fund 285 – Memorandum of Understanding between Homeland Security Federal Emergency Management Agency (FEMA) the replacement of water treatment facilities in the amount of $140,000,000.00 for damages sustained as a result of the Hermit's Peak/Calf Canyon Fire.
- A revenue/expense increase to Fund 285 – Executive Order 2024-094 Authorizing emergency funding in the amount of $750,000.00 for emergency and disaster relief related to the flood event of June 21, 2024.
- A revenue/expense increase to Fund 217 – Legislative Appropriations (carryover) in the amount $63,849.00 for renovation/improvements to the old City Hall Building on 6th Street.
- A revenue/expense increase to Fund 217 – Legislative Appropriations to purchase and install equipment for Senior Center from New Mexico Aging and Long-term Services Department A23H2047 in the amount of $50,000.00.
- A revenue/expense increase to Fund 217 – carryover funding from prior year Grant Agreement 22-G2966 for the Carnegie Library of $150,000.00.
- A revenue/expense increase to Fund 217 – carryover funding from prior year Grant Agreement A20E5279 from the New Mexico Aging and Long-term Services Department in the amount of $288,065.62.
- A revenue/expense increase to Fund 217 – carryover funding from prior year Grant Agreement A20E5281 from the New Mexico Aging and Long-term Services Department in the amount of $49,092.50
- A revenue/expense increase to Fund 217 – carryover funding from prior years Sub recipient Agreement 22-ZG1023-17 between the New Mexico Department of Finance and Administration and the City of Las Vegas for the City of Las Vegas Old City Hall Museum in the amount of $320,000.00.
- A revenue/expense increase to Fund 218 - Grant Agreement 35-23-10035.10020 for conference and renovation expenses for the E. Romero Fire Museum in the amount of $33,000.00.
- A revenue/expense increase to Fund 267 – Legislative Appropriations Grant Agreement 24-13090 in the amount of $780,000.00 for the plan, design, furnish, and equip an animal shelter in Las Vegas.
- A revenue/expense increase to Fund 267 - Legislative Appropriations Grant Agreement 24-13091 in the amount of $60,000.00 to purchase and equip a utility truck for the Parks Division in Las Vegas.
- A revenue/expense increase to Fund 282 – Legislative Appropriations Grant Agreement 24-ID093 for food purchases for Pecos Senior Center food service in the amount of $40,000.00.
- A revenue/expense increase to Fund 282 – appropriate funding under Subrecipient Contractor Agreement with North Central New Mexico Economic Development District Non Metro Area Agency on Aging for ARP Homemaker III B and ARP Chore III in the total amount of $17,456.00.
- An expense increase (from cash balances) to various funds for general liability and related insurance premiums due to the New Mexico Self Insurer Fund in the amount of $982,473.00.

WHEREAS, the Governing Body finds the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2024-25; and,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the aforementioned budget adjustment request and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

ACCEPTED AND APPROVED this day _____ of September 2024.

_____
Mayor David G. Romero

ATTEST:

_____
Casandra Fresquez, City Clerk

CITY OF LAS VEGAS
RESOLUTION # 24-25
BUDGET ADJUSTMENT REQUEST
FISCAL YEAR 2025 as of September 11, 2024

RESOLUTION # 24-25	FUND	DESCRIPTION	ASSET CASH	REVENUE	EXPENDITURES
FEMA PROJECT	285	DHS FEMA GRANT		$ 140,000,000.00	
FEMA PROJECT	285	DHS FEMA GRANT			$ 140,000,000.00
FEMA PROJECT	285	NM EXEC ORDER 2024-094		$ 750,000.00	
FEMA PROJECT	285	NM EXEC ORDER 2024-094			$ 750,000.00
SPECIAL LEGIS. APPROPRIATIONS	217	OLD CITY HALL		$ 63,849.00	
SPECIAL LEGIS. APPROPRIATIONS	217	OLD CITY HALL			$ 63,849.00
SPECIAL LEGIS. APPROPRIATIONS	217	ALTSD A23H2047		$ 50,000.00	
SPECIAL LEGIS. APPROPRIATIONS	217	ALTSD A23H2047			$ 50,000.00
SPECIAL LEGIS. APPROPRIATIONS	217	CARNEGIE LIBRARY 22-G2966		$ 150,000.00	
SPECIAL LEGIS. APPROPRIATIONS	217	CARNEGIE LIBRARY 22-G2966			$ 150,000.00
SPECIAL LEGIS. APPROPRIATIONS	217	ALTSD # A20E5279		$ 288,065.62	
SPECIAL LEGIS. APPROPRIATIONS	217	ALTSD # A20E5279			$ 288,065.62
SPECIAL LEGIS. APPROPRIATIONS	217	ALTSD #A20E5281		$ 34,674.50	
SPECIAL LEGIS. APPROPRIATIONS	217	ALTSD #A20E5281	$ 14,418.00		$ 49,092.50
SPECIAL LEGIS. APPROPRIATIONS	217	OLD CITY HALL MUSEUM - 22-ZG1023-17		$ 320,000.00	
SPECIAL LEGIS. APPROPRIATIONS	217	OLD CITY HALL MUSEUM - 22-ZG1023-17			$ 320,000.00
HISTORIC PRESERVATION DIVISION	218	E ROMERO FIREHOUSE 35-23-10035.10020		$ 33,000.00	
HISTORIC PRESERVATION DIVISION	218	E ROMERO FIREHOUSE 35-23-10035.10020			$ 33,000.00
DFA - CAPITAL APPROPRIATIONS	267	24-I3090		$ 780,000.00	
DFA - CAPITAL APPROPRIATIONS	267	24-I3090			$ 780,000.00
DFA - CAPITAL APPROPRIATIONS	267	24-13091		$ 60,000.00	
DFA - CAPITAL APPROPRIATIONS	267	24-13091			$ 60,000.00
SENIOR CENTER	282	24-ID093 PSC FOOD		$ 40,000.00	
SENIOR CENTER	282	24-ID093 PSC FOOD			$ 40,000.00
SENIOR CENTER	282	FED REV - ARPA		$ 10,000.00	
SENIOR CENTER	282	RAW FOOD			$ 10,000.00
SENIOR CENTER	282	FED REV - ARPA		$ 7,456.00	
SENIOR CENTER	282	BUILDING, STRUCTURES & LAND			$ 7,456.00
GENERAL FUND	101	INSURANCE & BONDS	$ 590,288.74		$ 590,288.74
STREET IMPROVEMENT	216	INSURANCE & BONDS	$ 32,197.57		$ 32,197.57
TRANSPORTATION	231	INSURANCE & BONDS	$ 12,968.46		$ 12,968.46
UTILITIES	610	INSURANCE & BONDS	$ 98,381.46		$ 98,381.46
UTILITIES	620	INSURANCE & BONDS	$ 62,606.38		$ 62,606.38
UTILITIES	630	INSURANCE & BONDS	$ 93,909.57		$ 93,909.57
UTILITIES	640	INSURANCE & BONDS	$ 92,120.82		$ 92,120.82
		TOTALS	$ 996,891.00	$ 142,587,045.12	$ 143,583,936.12

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MEMORANDUM OF UNDERSTANDING

BETWEEN

Department of Homeland Security Federal Emergency Management Agency Hermit's Peak/Calf Canyon Claims Office

AND

City of Las Vegas, New Mexico

1. PARTIES

This Memorandum of Understanding ("MOU)" is hereby made and entered into by and between the City of Las Vegas, NM (hereinafter referred to as "the City") and the Federal Emergency Management Agency, Hermit's Peak/Calf Canyon Claims Office (hereinafter referred to as the "Claims Office") both herein referred to individually or collectively as "Party" or "Parties.

2. AUTHORITY

This MOU is authorized under the provisions of Section 2061 of the Consolidated Appropriations Act, 2023, Pub. Law 117–328 ("Act").

3. PURPOSE

The purpose of this MOU is to set forth the terms by which the City will complete the proposed Scope of Work (SOW) to receive compensation for damages sustained by the City's water treatment facility system as a result of the Hermit's Peak/Calf Canyon Fire ("Fire"). The Act provides that the Claims Office may compensate for the replacement of water treatment facilities to the extent necessitated by the Event, in lieu of compensation for temporary injury, up to $140,000,000.

4. RESPONSIBILITIES

A. Claims Office Agrees to:

i. Provide compensation for the replacement of the City's water treatment facilities system, to the extent necessitated by the Fire "in lieu of compensating for temporary injury."

ii. Accept additional claims for compensation as authorized by law.

iii. Approve consistent with 44 C.F.R. §§ 296.34 and 296.35 the City's request to reopen or supplement the claim as design and construction proceeds so long as the cost increase is based on the agreed upon scope of work derived from the technical and engineering designs to be submitted by the City to the Claims Office.

iv. Draft a Summary of Conclusion document following the quarterly meetings noted in Section 4.B.iv below for all parties to review and concur within 5 business days of each meeting.

B. The City Agrees To:
   i. Submit a scope of work derived from technical and engineering designs to the Claims Office for work done to replace the City's water treatment facilities system.
   ii. Notify and engage the Claims Office prior to executing changes in project scope to ensure all work remains as a result of the fires.
   iii. Ensure that any and all compensation is allocated only for the water treatment facilities/systems.
   iv. Meet quarterly, to begin 30 days after the date this MOU is signed, with the Claims Office to provide updates on progress. At a minimum, updates should include upcoming milestones and anticipated challenges.
   v. In addition to the quarterly meetings, notify the Claims Office no later than 30 days upon completion of each of the following phases:
      a. Planning phase – TBD (~12 months)
      b. Design phase – TBD (~23 months)
      c. Bid phase – TBD (~3 months)
      d. Construction phase – TBD (~34 months)

5. DETAILS

Consistent with Congressional intent, the Claims Office shall process payment in the amount of $98,000,000 consistent with the most recent cost estimate for the water treatment facilities/systems. The Claims Office recognizes that additional funding may be required as final architecture, engineering, and design are completed and construction commences.

6. POINTS OF CONTACT

City of Las Vegas		**Claims Office**	
Name:	David Romero	Name:	M Jay Mitchell
Title:	Mayor	Title:	Director of Operations
Phone:	(505) 454-1401	Phone:	(505) 603-5379
Email:	mayor@lasvegasnm.gov	Email:	m.mitchell@fema.dhs.gov

7. OTHER PROVISIONS

A. Effective Date: This MOU will become effective on the date of the last signature.
B. Amendments: The Parties may propose amendments to this MOU as needed. Proposed amendments must be in writing and forwarded to the other Party for consideration. Amendments to this MOU will become effective by mutual written consent of the Parties.
C. Review: The Parties agree that this MOU will be reviewed periodically to evaluate its effectiveness and to make any necessary changes.
D. Severability: Nothing in this MOU or any annex will be construed to conflict with current laws, regulations, or DHS directives. If a term of this MOU is inconsistent with such

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authority, that term will be invalid to the extent of the inconsistency. The remainder of that term and all other terms of this MOU will remain in effect.

E. Disputes: The Parties will make best efforts to amicably resolve disputes that may arise under this agreement through discussions between them.

F. Termination: The MOU will be terminated upon the completion of the capital projects. The duration of the agreement may not be extended by the parties, although the parties may enter into subsequent agreements to cover additional periods of time.

SIGNATURES:

_____

City of Las Vegas Mayor

_____

New Mexico Joint Recovery Office Director of Operations

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State of New Mexico

Michelle Lujan Grisham
Governor

EXECUTIVE ORDER 2024-094

AUTHORIZING EMERGENCY FUNDS FOR THE DEPARTMENT OF TRANSPORTATION DUE TO FLOODING IN SAN MIGUEL COUNTY

WHEREAS, San Miguel County was impacted by severe flooding beginning on Friday, June 21, 2024, as a result of a substantial amount of rainfall;

WHEREAS, a large portion of the rainfall could not be absorbed due to the Hermits Peak/Calf Canyon fire burn scar;

WHEREAS, this situation led to major flooding along the Gallinas River, including in the City of Las Vegas;

WHEREAS, this flooding prompted the evacuation of many residents and closure of nonessential businesses;

WHEREAS, this disaster requires immediate action to protect public peace, health, safety, and welfare; and

WHEREAS, this disaster is of such magnitude as to be beyond local control and requires the resources of the State of New Mexico to minimize economic or physical harm and to take actions necessary to protect the public peace, health, safety, and welfare.

NOW, THEREFORE, I, Michelle Lujan Grisham, Governor of the State of New Mexico, by virtue of the authority vested in me by the Constitution and the laws of the State of New Mexico do hereby **DECLARE** a state of emergency to exist in San Miguel County due to the flooding that

began on June 21, 2024, and **ORDER** and **DIRECT** as follows:

1. The Department of Finance and Administration shall make available emergency financial resources in an amount not to exceed seven hundred and fifty thousand dollars ($750,000.00) to the Department of Transportation in accordance with NMSA 1978, Sections 12-11-23 to -25, and NMSA 1978, Sections 12-10-14 to -15. Such funds shall be expended for the purposes of avoiding or minimizing economic and physical harm; protecting the public health, safety, and welfare; and providing emergency and disaster relief, including, but not limited to, the payment of any expenses incident to the provision of humanitarian relief and other assistance to civil authorities. Such funds shall be paid out upon warrants drawn by the Secretary of Finance and Administration upon vouchers approved by the Governor or her Authorized Representative.

2. This Order supersedes any previous orders, proclamations, or directives to the extent they are in conflict.

3. This Order shall take effect immediately and shall remain in effect until renewed, modified, or rescinded.

ATTEST:

Maggie Toulouse Oliver

MAGGIE TOULOUSE OLIVER
SECRETARY OF STATE

DONE AT THE EXECUTIVE OFFICE
THIS 24TH DAY OF JUNE 2024

WITNESS MY HAND AND THE GREAT
SEAL OF THE STATE OF NEW MEXICO

Michelle Lujan Grisham

MICHELLE LUJAN GRISHAM
GOVERNOR

State Capitol • Room 400 • Santa Fe, New Mexico 87501 • 505-476-2200

FISCAL YEAR 2024

Account	Name	Type	Original Budget	Current Budget	Activity	Encumbrances	Budget Remaining
217-0000-430-5480	OLD CITY HALL E2694	Revenue	$ (63,849.00)	$ (63,849.00)	$ -	$ -	$ (63,849.00)
217-0000-780-8086	OLD CITY HALL	Expense	$ 63,849.00	$ 78,374.00	$ -	$ 77,618.26	$ 755.74
			0.00	14,525.00	0.00	77,618.26	-63,093.26

S/B FY2025
$ (63,849.00)
$ 78,374.00

FISCAL YEAR 2025

Account	Name	Type	Original Budget	Current Budget	Activity	Encumbrances	Budget Remaining
217-0000-430-5480	OLD CITY HALL E2694	Revenue	$ -	$ -	$ -	$ -	$ -
217-0000-780-8086	OLD CITY HALL	Expense	$ -	$ -	$ 77,618.26	$ -	$ (77,618.26)
			0.00	0.00	77,618.26	0.00	-77,618.26

FISCAL YEAR 2024 ENCUMBRANCE AND BALANCE
NEED TO BE ADDED TO FISCAL YEAR 2025

ENCUMBRANCE	$	77,618.26
AVAILABLE BALANCE	$	755.74
TOTAL	$	78,374.00

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STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this [____] day of [_____], 20[__], by and between the Department Aging and Long-term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD, and City of Las Vegas, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 199, Section 4, Subsection 4, Paragraph 44, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

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

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

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

A23H2047 $50,000.00 APPROPRIATION REVERSION DATE: 6/30/2025
[Laws of 2023, Chapter 199, Section 4, Subsection 4, Paragraph 44, Fifty Thousand Dollars ($50,000.00), to purchase and install equipment, including accessible entry doors, an ice machine, floor buffer, washer and dryer, for the Las Vegas senior center in Las Vegas in San Miguel County;

The Grantee's total reimbursements shall not exceed Fifty Thousand Dollars, $50,000.00, (the "Appropriation Amount") minus the allocation for Art in Public Places, $ .00[1],Zero Dollars, if applicable, which equals $50,000.00, (the "Adjusted Appropriation Amount").

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

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

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

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

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for

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

necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

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

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee:	City of Las Vegas
Name:	June Tafoya
Title:	Community Services Director
Address:	1700 N. Grand Ave., Las Vegas, NM 87701
Email:	jtafoya@lasvegasnm.gov
Telephone:	505-425-9139

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

Grantee:	City of Las Vegas
Name:	Tim Montgomery
Title:	City Manager
Address:	1700 N. Grand Ave.
Email:	tmontgomery@lasvegasnm.gov
Telephone:	505-454-1401

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

Department:	Aging and Long-Term Services Department
Name:	Tasha Martinez / Lori Zuniga
Title:	Bureau Chief / Project Coordinator
Address:	2550 Cerrillos Rd, Santa Fe, NM 87505
Email:	capital outlay@altsd.nm.gov
Telephone:	505-316-8900 / 505-221-9446

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2025 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

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

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

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

C. **Deadlines**

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

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or

body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;

2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);

3. timely submit all required financial reports to its budgetary oversight agency (if any); and

4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;

2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;

3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or

4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

City of Las Vegas

Entity Name

By: Tim Montgomery

(Type or Print Name)

Its: City Manager

(Type or Print Title)

08/22/2024

Date

Aging and Long-Term Services Department

By:

Its: Cabinet Secretary or Designee

Date

EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT ☐ (Due on the last day of the month) **PROJECT TITLE:**_____ **PAY REQUEST NO.**_____

DATE: _____

Grantee:_____ **Grant Number:**_____ **Reporting Period:**_____ **Grant Expiration Date:** _____

Address:_____ **Preparer's Name & Phone Number:** _____
City State Zip

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold ☐ Plan / Design ☐ Bid Documents ☐ Construction/Improvements/Renovation in Process ☐

Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other *(Please specify in narrative section)* ☐

Provide a project update and the anticipated timeline for commencement and completion for each phase. *(Attach extra sheet if needed)*

REQUEST FOR PAYMENT

Grant Amount: _____
AIPP Amount *(if applicable)* _____
Funds Requested to Date: _____
Amount Requested This Payment: _____
Grant Balance: _____

FINAL REPORT ☐
Fiscal Year Expenditure Period Ending
(check one)
(Jan-Jun) ☐ (Jul-Dec) ☐
Fiscal Year _____

VENDOR INVOICE DETAIL *(Attach extra sheet if needed)*

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
	Amount Requested This Payment:		

☐ **MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.

☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

_____ _____
Grantee Fiscal Officer Signature & Printed Name Grantee Representative Signature & Printed Name *(Preparer)*

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

_____ _____ _____ _____
ALTSD Fiscal Date ALTSD Capital Projects Bureau Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: Aging and Long-Term Services Department
FROM: Grantee: City of Las Vegas
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: A23H2047
Grant Termination Date: 6/30/2025

As the designated representative of the Department for Grant Agreement number A23H2047 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

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

Grant Amount (Minus AIPP if applicable): $50,000.00
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

ALTSD Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

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

Project Description Form
Scope of Work (SOW)
(Please email this completed form to ALTSD in MS Word format)

1. **Name of Grantee/ Fiscal Agent:** City of Las Vegas Senior Center Program
2. **Project Title:** Las Vegas Senior Center Equipment
3. **Grant Agreement Number:** A23H2047

4. **Background Narrative**: The Las Vegas Senior Center is in need of ADA Handicap Door Entry, an Ice Machine, a Floor Buffer, and a Washer and Dryer. The Door Entry has an ADA entry but is old and no longer repairable with old doors; The Ice Machine and Washer/Dryer are over 8 years old and beginning with problems. The Las Vegas Site serves over 100 meals daily and is a large building over 10,000 square feet. It is a lot for the custodian to tend to on a daily basis. The hope is to help the custodian with daily maintaining of the floors.

5. **Work Plan**: The plan is to purchase and install the much needed equipment to include: ADA Door Entry, Ice Machine, Washer/Dryer, and Buffer, to assure there is no lapse in services provided.

6. **Budget Detail**:

Project Cost Activities *(These are only examples. Insert activities specific to the proposed project.)*	**Other Funds**	**State Funds**
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment ***NOTE: Equipment purchased with capital appropriations must be valued at $10,000.00 or more.**		40,000
Meals Equipment ***NOTE: Equipment purchased with capital appropriations must be valued at $10,000.00 or more.**		10,000
Vehicle Purchase		
Other Costs (specify)		
AIPP (if applicable)		
Totals		**50,000**

7. **Performance Measures**: An analysis will be conducted with the purchase of each piece of equipment to assure growth of the program is possible. Oversight of the purchase and installation of the equipment will be handled by the Manager of the Senior Center with the assistance of staff.

8. **Results Expected**: The result expected is to ultimately continue to feed seniors without a lapse and with more ease for staff and allow for growth of the program.

9. **Time Frame/ Milestones**: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame milestones *(These are only examples. Insert milestones specific to the proposed project.) Please indicate name of month and year*

RFP/Quotes Secured	07/01/2024
Bid Closing	08/01/2024
Bid Award to Contractor/Vendor	08/15/2024
Choose the appropriate project-type from below:	***Type the number of months appropriate to the project-type:***
Meals Equipment – Purchase and Install	Months 4-5
Equipment - Purchase and Install	Months 4-5
Project Completion & Review	Month 7
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	Month 11-12

10. **Responsible Staff** *(include Project Manager and Fiscal Contact):*

Name: June Tafoya,
Title: Community Services Director
Address: 500 Sabino Street, Las Vegas NM 87701
Email: jtafoya@lasvegasnm.gov
Phone: 505-425-9139

Name: Tim Montgomery
Title: City of Las Vegas
Address: 1700 North Grand Avenue
Email: tmontgomery@lasvegasnm.gov
Phone: 505-454-1401

NOTICE: The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

42. forty thousand one hundred fifty dollars ($40,150) for renovations to the Lower Valley senior center in San Juan county;

43. seventy-five thousand dollars ($75,000) to acquire easements and to plan, design, construct, furnish and equip a senior center in the Gadii'ahi/To'koi chapter of the Navajo Nation in San Juan county;

44. fifty thousand dollars ($50,000) to purchase and install equipment, including accessible entry doors, an ice machine, floor buffer, washer and dryer, for the Las Vegas senior center in Las Vegas in San Miguel county;

A23H2047

45. fifty-two thousand dollars ($52,000) for improvements to the facility to address code compliance issues and for the purchase and installation of equipment and building systems at the Bernalillo senior center in Sandoval county;

46. three hundred nineteen thousand six hundred twenty-three dollars ($319,623) to purchase and equip transportation, food delivery and fully accessible vehicles for the Bernalillo senior center in Sandoval county;

47. one hundred forty-eight thousand five hundred eighty-four dollars ($148,584) to purchase and equip transportation and fully accessible vehicles for the Corrales senior center in Sandoval county;

48. sixty-three thousand sixty-four dollars

Commitment Control Budget Details

Business Unit	Ledger Group	Fund	Dept	Account	Bud Ref	Cl
62400	APROP_P	93100	A23H2047	400	92424	H2

Display Chart 10

Previous Next Return to Inquiry Criteria

Ledger Amounts

Budget:	50,000.00	USO
Expense:	0.00	USO
Encumbrance:	0.00	USO
Pre-Encumbrance:	0.00	USO
Associate Revenue	0.00	USO

Available Budget

Without Tolerance	50,000.00	USO	Percent	(100%)
With Tolerance	50,000.00	USO	Percent	(100%)

Budget Exceptions

Exception Errors 0 Exception Warnings 0 Budget Exceptions

Return to Search | Notify

CITY OF LAS VEGAS NEW MEXICO

June Tafoya <jcordova@lasvegasnm.gov>

A23H2047 City of Las Vegas IGA

1 message

Zuniga, Gloria, ALTSD <gloria.zuniga@altsd.nm.gov> Tue, Aug 20, 2024 at 10:21 AM
To: June Tafoya-Cordova <jtafoya@lasvegasnm.gov>
Cc: "Martinez, Tasha, ALTSD" <tasha.martinez@altsd.nm.gov>

Good Morning, June.

I am writing to confirm whether you have received the attached Intergovernmental Agreement (IGA) that requires the City Manager's signature. If you have not yet received it, I apologize for any inconvenience caused by the delay.

Please ensure that the City Manager signs the document and then return it to us. Once we receive the signed IGA, we will forward it to the ALTSD Secretary or their designee for final approval. After the agreement is fully executed, I will provide you with a copy of the completed document.

Thank you for your attention to this matter.

NEW MEXICO AGING SERVICES

LORI ZUNIGA

Capital Outlay Project Coordinator

505-221-9446

2550 Cerrillos Rd · Santa Fe, NM 87507

capital.outlay@altsd.nm.gov
gloria.zuniga@altsd.nm.gov

Website: https://aging.nm.gov/

46TH ANNUAL NEW MEXICO CONFERENCE ON AGING

OCTOBER 28 2024 | ALBUQUERQUE

AgingInNM.org

IGA A23H2047-City of Las Vegas.pdf
693K

FISCAL YEAR 2024

Account	Name	Type	Original Budget	Current Budget	Activity	Encumbrances	Budget Remaining
217-0000-430-5380	CARNEGIE LIBRARY 22-G2966	Revenue	$ -	$ (150,000.00)	$ -	$ -	$ (150,000.00)
217-0000-780-8063	CARNEGIE LIBRARY 22-G2966	Expense	$ -	$ 150,000.00	$ -	$ -	$ 150,000.00

S/B FY25
$ (150,000.00)
$ 150,000.00

FISCAL YEAR 2025

Account	Name	Type	Original Budget	Current Budget	Activity	Encumbrances	Budget Remaining
217-0000-430-5380	CARNEGIE LIBRARY 22-G2966	Revenue	$ (108,013.00)	$ (108,013.00)	$ -	$ -	$ (108,013.00)
217-0000-780-8063	CARNEGIE LIBRARY 22-G2966	Expense	$ 108,013.00	$ 108,013.00	$ -	$ -	$ 108,013.00

FISCAL YEAR 2024 BALANCE AND ENCUMBRANCES NEED TO BE ADDED TO FISCAL YEAR 2025

ADJ TOTAL REV BY	$	41,987.00
ADJ TOTAL EXP BY	$	41,987.00

FISCAL YEAR 2024

Account	Name	Type	Original Budget	Current Budget	Activity	Encumbrances	Budget Remaining
217-0000-430-5487	ALTSD # A20E5279	Revenue	$ (1,086,800.00)	$ (1,152,989.00)	$ (138,611.49)	$ -	$ (1,014,377.51)
217-0000-780-8116	ALTSD # A20E5279	Expense	$ 1,086,800.00	$ 1,152,989.00	$ 864,923.38	$ 254,795.99	$ 33,269.63

S/B FY25

$ (1,014,377.51)

$ 288,065.62

FISCAL YEAR 2025

Account	Name	Type	Original Budget	Current Budget	Activity	Encumbrances	Budget Remaining
217-0000-430-5487	ALTSD # A20E5279	Revenue	$ -	$ -	$ -	$ -	$ -
217-0000-780-8116	ALTSD # A20E5279	Expense	$ -	$ -	$ 13,766.35	$ 5,093.54	$ (18,859.89)

FISCAL YEAR 2024 BALANCE AND ENCUMBRANCES NEED TO BE ADDED TO FISCAL YEAR 2025

ADJ TOTAL REV BY	$	1,014,377.51
ADJ TOTAL EXP BY	$	288,065.62

FISCAL YEAR 2024

Account	Name	Type	Original Budget	Current Budget	Activity	Encumbrances	Budget Remaining
217-0000-430-5488	ALTSD #A20E5281	Revenue	$ (119,709.00)	$ (119,709.00)	$ (154,383.50)	$ -	$ 34,674.50
217-0000-780-8117	ALTSD # A20E5281	Expense	$ 119,709.00	$ 119,709.00	$ 70,616.50	$ 40,404.00	$ 8,688.50

S/B FY25
$ 34,674.50
$ 49,092.50

FISCAL YEAR 2025

Account	Name	Type	Original Budget	Current Budget	Activity	Encumbrances	Budget Remaining
217-0000-430-5488	ALTSD #A20E5281	Revenue	$ -	$ -	$ -	$ -	$ -
217-0000-780-8117	ALTSD # A20E5281	Expense	$ -	$ -	$ 29,491.97	$ 10,912.03	$ (40,404.00)

FISCAL YEAR 2024 BALANCE AND ENCUMBRANCES NEED TO BE ADDED TO FISCAL YEAR 2025

ADJ TOTAL REV BY $ 34,674.50
ADJ TOTAL EXP BY $ 49,092.50

FISCAL YEAR 2023

Account	Name	Type	Original Budget	Current Budget	Activity	Encumbrances	Budget Remaining
217-0000-430-5495	OLD CITY HALL MUSEUM - 22-ZG1023-17	Revenue	$ -	$ (320,000.00)	$ -	$ -	$ (320,000.00)
217-0000-780-8085	OLD CITY HALL MUSEUM - 22-ZG1023-17	Expense	$ -	$ 320,000.00	$ -	$ -	$ 320,000.00

S/B FY25
$ (320,000.00)
$ 320,000.00

FISCAL YEAR 2024

Account	Name	Type	Original Budget	Current Budget	Activity	Encumbrances	Budget Remaining
217-0000-430-5495	OLD CITY HALL MUSEUM - 22-ZG1023-17	Revenue	$ -	$ -	$ -	$ -	$ -
217-0000-780-8085	OLD CITY HALL MUSEUM - 22-ZG1023-17	Expense	$ -	$ -	$ -	$ -	$ -

FISCAL YEAR 2025

Account	Name	Type	Original Budget	Current Budget	Activity	Encumbrances	Budget Remaining
217-0000-430-5495	OLD CITY HALL MUSEUM - 22-ZG1023-17	Revenue	$ -	$ -	$ -	$ -	$ -
217-0000-780-8085	OLD CITY HALL MUSEUM - 22-ZG1023-17	Expense	$ -	$ -	$ -	$ -	$ -

FISCAL YEAR 2023 BALANCE NEEDS TO BE ADDED TO FISCAL YEAR 2025

ADJ REV TOTAL	$	320,000.00
ADJ EXP TOTAL	$	320,000.00

CITY OF LAS VEGAS NEW MEXICO

Dominic Chavez <dchavez@lasvegasnm.gov>

$320k Old City Hall Grant

1 message

Danny Gurule <dgurule@lasvegasnm.gov> Mon, Aug 26, 2024 at 4:10 PM
To: Morris Madrid <mmadrid@lasvegasnm.gov>, Dominic Chavez <dchavez@lasvegasnm.gov>

Morris,

The Old City Hall was budgeted back in 2023/24 but was not carried over. The line item number was 217-0000-780-8085 for your reference.

--

Daniel Gurule
Manager
City of Las Vegas
Public Works Department
O: 505-454-1401 ext 1802
C: 505-652-8750
F: 505-454-8036
dgurule@lasvegasnm.gov

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

*Reviewed:

Tim Montgomery, City Manager — 07/16/2024 Date

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

Date Submitted: July 11, 2024

Department Submitting: Public Works Submitter: Daniel Gurule

Documents to be reviewed: Change Order to the Old City Hall Hazardous Material Removal and Demo/ Removal of Additional Hazardous Materials

Deadline: **ASAP**

Submitter Comments: Does not need Attorneys Approval

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: _____ Date: _____

1 _____ **Attorney Review** _____ **Date**

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

2 _____ **Finance Director** 7-16-24 **Date** 22-261023-17

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

3 _____ **Tim Montgomery, City Manager** 07/23/2024 **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
1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov
Mayor David Romero

MEMORANDUM

TO: Tim Montgomery, City Manager

From: Daniel Gurule, Public Works Manager

DATE: July 8, 2024

RE: Old City Hall Project

Attached is a quote in the amount of $30,767.10 for additional work that was performed during the Old City Hall Demo project. The contractor discovered more asbestos and hazardous material that needed to be addressed immediately in order to complete the project.

Please contact me if you have any questions or need further information, thank you.

1) Need Finance Approval for funding

2) What is funding source

312K grant from DFA for Old City Hall

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMININSTATION
LOCAL GOVERNMENT DIVISION
2022 REGIONAL RECREATION CENTERS/QUALITY OF LIFE GRANT
SUBRECIPIENT AGREEMENTAMENDMENT NO. 1

SUBRECIPIENT AGREEMENT BETWEEN THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND CITY OF LAS VEGAS

Subrecipient Agreement No. **22-ZG1023-17**
Project Title: **City of Las Vegas Old City Hall Museum**

THIS AMENDMENT, hereinafter referred to as the "Amendment," is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico 87501, hereinafter referred to as the "Division" and the CITY OF LAS VEGAS, hereinafter referred to as the ("Subrecipient"). This Amendment shall be effective as of July 1, 2024.

RECITALS

WHEREAS, on March 9, 2022, the Governor of New Mexico, Michelle Lujan Grisham signed into law the allocation of $45,000,000 for the Regional Recreation Centers/ Quality of Life Grant for local governments to plan, design, furnish and equip regional recreation centers and quality of life projects statewide; and

WHEREAS, the Grantee and the Division entered into a grant agreement, effective 2/13/2023, in the amount of $320,000.00 for City of Las Vegas Old City Hall Museum; and

WHEREAS, on March 6, 2024, the Governor of New Mexico, Michelle Lujan Grisham signed into law to change the period of time for expending the state fiscal recovery fund award appropriation from June 30, 2025 to align with the State Fiscal Recovery Fund; and

WHEREAS, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the new reversion date is officially changed to June 30, 2026.

IN WITNESS WHEREOF, the parties do hereby execute this Amendment.

THIS AMENDMENT has been approved by:

SUBRECIPIENT:

Chief Elected Official/Authorized Signatory

6-18-24
Date

David Romero/Mayor
Print Name/Title

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Jeannette Gallegos

Date

Acting Division Director

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STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 62000 REGIONAL RECREATION CENTERS QUALITY OF LIFE

THIS AGREEMENT is made and entered into by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **City of Las Vegas**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 54, Section 10, Subsection 14, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

22-ZG1023-17 $320,000.00 APPROPRIATION REVERSION DATE: JUNE 30, 2025
Laws of 2022, Chapter 54, Section 10, Subsection 14, Three Hundred Twenty Thousand Dollars and Zero Cents ($320,000.00), To plan, design, renovate, improve , construct, furnish and equip the Old City Hall Museum in Las Vegas in San Miguel county.

The Grantee's total reimbursements shall not exceed Three Hundred Twenty Thousand Dollars and Zero Cents $320,000 00 (the "Award Amount").

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[29] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Award Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Award Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

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

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

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

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee:	City of Las Vegas
Name:	Louie A Trujillo
Title:	Mayor
Address:	1700 N. Grand Avenue Las Vegas, NM 87701
Email:	mayor.louie.trujillo@lasvegasnm.gov
Telephone:	505-454-1401

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

Grantee:	City of Las Vegas
Name:	Leo J. Maestas
Title:	Town Manager
Address:	1700 N. Grand Avenue Las Vegas, NM 87701
Email:	lmaestas@lasvegasnm.gov
Telephone:	505-454-1401

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

Department:	DFA/Local Government Division
Name:	Steve Lacy
Title:	Program Manager
Address:	Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email:	Stevenk.Lacy@dfa.nm.gov
Telephone:	505-695-5602

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2025,** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension

has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, on Exhibit 3. Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that monthly reports have been submitted. The Grantee hereby acknowledges that failure to complete and submit reports will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report

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

B. Requests for Additional Information/Project Inspection

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

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. **Deadlines**

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

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the

employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body,

and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

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ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;

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2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);

3. timely submit all required financial reports to its budgetary oversight agency (if any); and

4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;

2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;

3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or

4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

GRANTEE

Signature of Official with Authority to Bind Grantee

City of Las Vegas
Entity Name

By: Lee Maestas
(Type or Print Name)

Its: City Manager
(Type or Print Title)

2/10/23
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by
Renee Ward
2399383D0F80499
By:

Its: Division Director

2/13/2023
Date

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Addendum A

FEDERAL PROVISIONS

1. **Applicability of Provisions**.

The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

A. Grantees are required to follow 2 C.F.R. 200, Subparts A, B, C, and F, as well as certain provisions of Subparts D and E. Those provisions under Subparts D and E are:

Subpart D Post Federal Award Requirements

- 200.300 Statutory and national policy requirements.
- 200.302 Financial management.
- 200.303 Internal controls.
- 200.328 Financial reporting.
- 200.329 Monitoring and reporting program performance

Record Retention and Access (2 C.F.R. 200.334 200.338)

- 200.334 Retention requirements for records
- 200.335 Requests for transfer of records
- 200.336 Methods for collection, transmission, and storage of information
- 200.337 Access to records.
- 200.338 Restrictions on public access to records.

Remedies for Noncompliance (2 C.F.R. 200 339 200.343)

- 200.339 Remedies for noncompliance
- 200.340 Termination.
- 200.341 Notification of termination requirement.
- 200.342 Opportunities to object, hearings, and appeals
- 200.343 Effects of suspension and termination

- 200.344 Closeout.
- 200.345 Post-closeout adjustments and continuing responsibilities
- 200.346 Collection of amounts due.

Subpart E – Cost Principles

- 200.400(a) - (c), and (e) Policy guide.
- 200.403(a), (c), (d), (g), and (h) Factors affecting allowability of costs.
- 200.404(e) Reasonable costs.

B. The State of New Mexico is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSLFRF statute, CSLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

C. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

D. These Federal Provisions are subject to the CSLFRF Award as may be revised pursuant to ongoing

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guidance from the relevant Federal or State of New Mexico agency

2. **Definitions**.

For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

"Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers

"Entity" means:

- a Non-Federal Entity;
- a foreign public entity;
- a foreign organization;
- a non-profit organization;
- a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
- a foreign non-profit organization (only for 2 CFR part 170) only);
- a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- a foreign for-profit organization (for 2 CFR part 170 only).

"Executive" means an officer, managing partner or any other employee in a management position.

"Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov

"Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

"Grant" means the Grant to which these Federal Provisions are attached.

"Grantee" means the state identified as such in the Grant to which these Federal Provisions are attached.

"Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

"Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that.

Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

Is not organized primarily for profit, and

Uses net proceeds to maintain, improve, or expand the operations of the organization.

"OMB" means the Executive Office of the President, Office of Management and Budget.

"Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program

"Prime Recipient" means the New Mexico State agency, the New Mexico Department of Finance and Administration, identified as the Grantor in the Grant to which these Federal Provisions are attached

"Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

"Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program

"System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

"Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

Salary and bonus;

Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

Change in present value of defined benefit and actuarial pension plans;

Above-market earnings on deferred compensation which is not tax-qualified;

Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

"Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

"Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

"Unique Entity ID Number" means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity.

Information on UEIs can be found at: sam.gov/content/duns-uei

3. **Compliance**.

Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued

pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of New Mexico, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

Per US Treasury Final Award requirements, State programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

System for Award Management (SAM) and Unique Entity Identifier (UEI) Requirements.

SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

UEI. Subrecipient shall provide its UEI number to its State, and shall update Subrecipient's information in SAM at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information

4. **Total Compensation**

Subrecipient shall include Total Compensation in SAM for each of its most highly compensated Executives for the preceding fiscal year if

The total Federal funding authorized to date under the Award is $30,000 or more; and
In the preceding fiscal year, Subrecipient received

80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

Effective Date and Dollar Threshold for federal Reporting.

Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000.

If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above CSLFRF reporting is required

5. **Procurement Standards.**

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Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
Access to Records.

A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

6. **Single Audit Requirements.**

If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

Election.

A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200 514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

Exemption.

If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

Subrecipient Compliance Responsibility A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

7. **Grant Provisions for Subrecipient Agreements.**

In addition to other provisions required by the Federal Awarding Agency or the State, Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

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Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award

Never Agreement with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the Enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216) The State is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the

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Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement) Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

8. **Event of Default and Termination.**

Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of New Mexico may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of New Mexico under the Grant, at law or in equity.

9. **Termination.**

The Federal Award may be terminated in whole or in part as follows:

- By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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STATE OF NEW MEXICO
HB2 Regional Recreation Centers/Quality of Life
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A Grantee: _____

B Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C Contact Name/Phone # _____

D Grant No: _____

E. Project Title: _____

F Grant Expiration Date _____

II. Payment Computation

A	Payment Request No.	
B	Grant Amount:	$ 0.00
C	AIPP Amount *(If Applicable)*:	$ 0.00
D	Funds Requested to Date:	$ 0.00
E	Amount Requested this Payment:	$ 0.00
F	Reversion Amount (*If Applicable*):	$ 0.00
G	Grant Balance:	$ 0.00

H ☐ ARPA ☐ GF

I ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : 2023 (July 1, 2022 - June 30, 2023)

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

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

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

_____
Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

_____
Printed Name

Date: _____

_____
Grantee Representative

_____
Printed Name

Date _____

(State Agency Use Only)

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

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

_____
Division Fiscal Officer Date

_____
Division Project Manager Date

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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
REGIONAL RECREATION CENTERS/QUALITY OF LIFE GRANT - EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____ Project Manager

FROM: Grantee Entity: _____

Grantee Official Representative _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor _____

Third Party Obligation Amount: _____

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

Grant Amount:

The Amount of this Notice of Obligation:

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

The Total Amount of all Notices of Obligation to Date. $ 0.00

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

Department Rep. Approver:

Title: Project Manager

Signature: _____

Date: _____

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REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

STATE OF NEW MEXICO
HB2 Regional Recreation Centers/Quality of Life
Monthly Report Form
Exhibit 3

Appropriation Recipient:

Appropriation Number:

Use of Appropriation Funds	Amount
Capital Expenses	$ 0.00
Other	$ 0.00
	$ 0.00
	$ 0.00
Total Amount of Appropriation Funds Expended	$ 0.00

Narrative
Describe the outcomes, results, benefit and or uses of the appropriation funds

Michelle Lujan Grisham
Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320 NM.SHPO@dca.nm.gov

CITY OF LAS VEGAS, CLG GRANT
GRANT AGREEMENT - #35-23-10035.10020

CITY OF LAS VEGAS – E ROMERO FIREHOUSE, REHABILITATION
PastForward Conference Attendance

This AGREEMENT is made and entered into by, and between, the STATE OF NEW MEXICO, HISTORIC PRESERVATION DIVISION (hereinafter referred to as HPD), a division of the NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS and the CITY OF LAS VEGAS, NEW MEXICO, (hereinafter referred to as CONTRACTOR)

HPD and CONTRACTOR are also referred to as "parties."

Through this CONTRACT, HPD and CONTRACTOR agree to the following terms:

This Contract's funds derive in whole, or in part, from the Historic Preservation Fund, which is administered by the National Park Service, a Department of the Interior and HPD.

Reference is made throughout this CONTRACT to NPS and *HISTORIC PRESERVATION FUND GRANTS MANUAL*. NPS refers to the National Park Service. *HISTORIC PRESERVATION FUND GRANTS MANUAL* is the NPS grants administration manual. Parts of *HISTORIC PRESERVATION FUND GRANTS MANUAL* referred to in this CONTRACT are incorporated by reference into this CONTRACT. The *HISTORIC PRESERVATION FUND, GRANTS MANUAL* is available online at https://bit.ly 3QRaXET.

The *New Mexico Grants Manual* (hereinafter NM Grants Manual) has been made available to the CONTRACTOR. The NM Grants Manual references the Historic Preservation Fund, Grants Manual. CONTRACTOR REPRESENTS THAT IT HAS REVIEWED the NM Grants Manual and that it is bound by the terms of the NM Grants Manual. The NM Grants Manual is available online at: https://bit.ly/3RR0b1o.

In addition to this CONTRACT, CONTRACTOR must sign originals of the following assurances that are attached to, and made part of, this CONTRACT as APPENDIX A:

- Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying.
- Assurance Non-Construction Programs.

1. **SCOPE OF WORK.**

Project A: Conference Attendance
Two City of Las Vegas staff will attend the National Trust for Historic Preservation's PastForward Conference, which will be held October 28-30, 2024, in New Orleans, Louisiana. The grant will cover flights, hotel, conference registration, mileage, and per diem. Staff must complete a Post Trip Report upon returning from the conference.

Project B: E. Romero FireHouse, 155 Bridge Street, Las Vegas - Rehabilitation
Built in 1909, the E. Romero Fire House / Fire Museum building is a contributing resource within the Bridge Street Historic District, listed in the State Register of Cultural Properties and the National Register of Historic Places (1974 and 1976, respectively.)

The firehouse no longer functions as a firehouse but serves the community as the E. Romero Fire Museum, a fully operational museum

The CONTRACTOR will complete the following projects

1 Plan, design, purchase, and install an indoor removable storm window for the second floor of the museum This will minimize air infiltration and preserve the original window at the exterior.

2 Purchase, equip, and repair the bell structure This will minimize further damage and rust and ensure that the bell is within a safe structure

3 Construct a shade structure to prevent damage to the bell and lessen contact with the elements, rain, snow, and sun.

4 Repair the stucco on the rear of the building, replacing failing areas and matching new stucco to existing stucco in color and material composition

5. Install a new solar light at the rear of the building to improve security.

6. Comply with 4.10.10 NMAC, the New Mexico Administrative Code regulations for the Certified Local Government Program. This includes supporting a historic preservation review commission and meeting the qualifications set forth in 4.10.10 NMAC, a program of design review of proposed alterations to structures and sites designated as historic landmarks or within designated historic districts.

   1. CLG Coordination. Coordination of the Certified Local Government Program shall include:
      a. Staff support. CONTRACTOR will provide staff support to the local historic preservation commission and the Town/Village/City/County in the execution of the Certified Local Government (CLG) Program The staff person/consultant shall serve as the CLG Coordinator for the Town/Village City County

   2. The CLG Coordinator shall be an employee or consultant hired by the Town/Village City County (part- or full-time) to provide support to the historic preservation commission and the Town/Village City County in their historic preservation program Staff/Consultant shall meet the Secretary of the Interior's Professional Qualifications Standards (found here https://on.doi.gov/3zqh4tn) The Town/Village City County must provide a resume of the staff person/consultant to HPD for its review and approval.

      a. Commission Meeting Agendas / Minutes.
      CLG Coordinator shall provide one copy of minutes of all historic preservation commission meetings held within the term of this CONTRACT to HPD and will be delivered to HPD least every two months (or more often, at the discretion of CONTRACTOR), such deliverables to commence within two months of beginning date of this CONTRACT.

      b. National Register Nominations.
      The CLG shall participate in the preservation of cultural properties within their community by having a formal role in the review of nominations for listing in the National Register of Historic Places. CLG Coordinator/CLG must provide one copy of comments on any proposed National Register of Historic Places nominations submitted to CONTRACTOR for review and will be delivered to HPD within 60 days of receipt by CONTRACTOR (see 4.10.10 NMAC, Certified Local Government Program regulation).

      c. Ordinance, Rules, Regulation Changes.
      CLG Coordinator shall provide one copy of any proposed changes to preservation-related ordinances, rules, or regulations of the CONTRACTOR. Such copies will be provided to HPD along with the dates, times, and places of public hearings of such proposed changes not fewer than five business days before any such hearing.

      d. Permits for Demolition.
      CLG Coordinator shall provide one copy of notice of all demolition permit applications for demolition of structures within any historic district or other historic property individually designated by CONTRACTOR, State or United States of America, according to 4.10.10 NMAC (Mandatory review of

alterations, demolitions, or new construction to listed landmarks and properties within listed historic districts, effective date January 1, 2008, Certified Local Government Program regulation) Copy(s) of notices will be delivered to HPD within three business days prior to any hearings of Town Village/City/County

e. Annual Reporting & NPS Annual Reporting Forms
CLG Coordinator shall provide an Annual Report of the activities of the Commission The report shall include the number of cases reviewed, new designations made, revised resumes and contact information of commission members, attendance records, and document educational workshops or training.

For more information, please contact.

Karla K. McWilliams, CLG & Grants Coordinator New Mexico Historic Preservation Division
407 Galisteo Street, Suite 236 Santa Fe, NM 87501 505/827 4451 karla mcwilliams@dca nm gov

DELIVERABLES. CONTRACTOR will complete the projects listed above under 1. Scope of Work (above) and provide the following Deliverables

PastForward Conference

a. Post Trip Report. The PTR shall report on the conference experience that two City of Las Vegas will be attending. PTR must list conference sessions and tours that were attended and insights and information gained from conference attendance. PTR shall also include receipts for trip expenses, including. airline ticket, hotel, mileage, conference registration, and per diem

E. Romero Fire House Rehabilitation Project

b. E Romero Firehouse Rehabilitation. Plans for storm window installation. Plans should include photographs and drawings of the existing window and including dimensions. Plans for the interior storm window should indicate dimensions and materials

c. Architectural plans for the proposed bell structure Plans should indicate repair and structural supports for the bell within the structure and the design of the proposed protective structure for the bell Plans should include a site plan indicating size and location of the structure, and architectural plans illustrating the design, materials, and dimensions of the proposed structure.

d Plans for stucco repair. Plans should include photographs of areas where stucco is failing. Plans should indicate what the proposed stucco material is, the proposed color and what areas will be repaired

e Plans for solar light. Plans should include a site plan or building plan illustrating location of proposed light. Plans should also provide details on the proposed light, including a cut sheet of the proposed fixture

CLG Grant Reporting

f Grant Required Reporting. Complete all grant-required reporting forms. Grant forms include periodic Progress Reports; Request for Reimbursement form; Timesheets (for staff, contractor, and volunteers); Final Progress Report; Verification of Cash Match, Sources of Match; Donated Items; and Completion & Closeout. Grant reporting forms may be found on the HPD website: https://bit.ly 3Rpvdgv.

CLG Requirements

g. CLG Requirements These include all items listed in I a.1. CLG Coordination, above.

SCHEDULE. CONTRACTOR will perform such duties as listed in "SCOPE OF WORK" above according to the schedule outlined in Appendix C.

COMPENSATION.

a HPD and CONTRACTOR estimate the total cost for completing these projects is **thirty-three thousand dollars and no cents ($33,000.00)**. HPD/State of New Mexico will grant to CONTRACTOR an amount not to exceed **thirty-three thousand dollars and no cents ($33,000.00)** a partial amount of the actual total costs, unless the project is amended by a written amendment to increase or decrease the total project cost.

b. HPD shall pay the CONTRACTOR in full payment for services satisfactorily performed based on deliverable, such compensation not to exceed **thirty-three thousand dollars and no cents ($33,000.00)**

c. The total amount payable to the CONTRATOR under this Agreement, including gross receipts tax and expenses, shall not exceed **thirty-three thousand dollars and no cents ($33,000.00).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein.

d. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices MUST BE received by the HPD no later than fifteen (15) days after the termination of the Federal Fiscal Year in which the services were delivered. **Invoices received after June 10, 2025, will NOT BE PAID.**

e. The contractor must submit a detailed statement accounting for all services performed and expenses incurred by using the Request for Reimbursement Form and by providing supporting documentation of the expenditure of funds. If the HPD finds that the services are not acceptable, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection to the services and outlining steps the CONTRACTOR may take to provide remedial action with thirty (30) days after the date of receipt of written notice from the CONTRACTOR that payment is request. Upon certification by HPD that the services have been received and accepted, HPD shall tender payment to the CONTRACTOR within thirty (30) days. If HPD makes payment by mail, the payment shall be deemed tendered on the date it is postmarked. However, HPD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

f. All payments on this CONTRACT are subject to satisfactory completion of all terms and conditions of this CONTRACT, including completion of the work within budget and on schedule and delivery of billing documents (including necessary source documents) according to the HPD reimbursement rules and procedures. (See *NM Grants Manual)*

6. **BUDGET**. The budget for this project is found in APPENDIX B. Budget, which is attached to and made part of this CONTRACT. Contractor shall incur all expenses incurred through the *City of Las Vegas, CLG Grant* by September 30, 2025, and **deliver all billings to HPD by June 10, 2025**

7. **TERM**. This CONTRACT will commence on the date of execution of this CONTRACT by both parties. The termination date of this CONTRACT **is June 2, 2025**

8. **OMB DESIGNATION FOR CONTRACTOR**. CONTRACTOR represents that it is the following type of entity for this CONTRACT:

X Government
_____ Institution of Higher Education
_____ Non-Profit Organization
_____ For-Profit Organization (or individual)

9. **REPRESENTATIVES**. For the purpose of this CONTRACT, the individuals identified below are hereby designated representatives of the respective parties. These parties are authorized to sign on behalf of the respective parties. Either party may from time to time designate in writing new or substitute representatives:

For the State of New Mexico, Historic Preservation Division
Michelle Ensey, SHPO (INTERIM)
NM Historic Preservation Division
Bataan Memorial Building
407 Galisteo Street, Suite 236
Santa Fe, NM 87501
Tel: (505) 827-4064
michelle.ensey@dca.nm.gov

For CONTRACTOR:
Robert Archuleta, Project Coordinator
City of Las Vegas
1700 N Grand Ave.
Las Vegas, NM 87701
Tel (505) 454-1401x1003
rjarchuleta *a* lasvegasnm gov

10 **HPD MANAGERS ON CONTRACT.** The following persons at HPD have been designated to manage the grant's technical aspects. All project deliverables (outlined in Appendix C) and questions pertaining to the grant must be directed to the Technical Reviewer. The Grants Coordinator is responsible for managing overall fiduciary and administrative components of the CONTRACT.

Technical Reviewer
Karla K. McWilliams, Historian
NM Historic Preservation Division
Bataan Memorial Building, 407 Galisteo St., Suite 236
Santa Fe, New Mexico 87501
Tel: (505) 827-4451
karla.mcwilliams@dca.nm.gov

Technical Reviewer
Gretchen Brock, Historian
NM Historic Preservation Division
Bataan Memorial Building, 407 Galisteo St., Suite 236
Santa Fe, New Mexico 87501
Tel: (505) 476-0548
gretchen.brock@dca.nm.gov

11 **STANDARDS.** All work and DELIVERABLES will be in compliance with pertinent sections of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. CONTRACTOR will also conform to reasonable and pertinent guidelines or suggestions set forth by HPD during the CONTRACT.

12 **PROFESSIONAL OVERSIGHT.** HPD must arrange that all archaeological or architectural services provided through this CONTRACT be conducted by or supervised or reviewed by a professional who meets the qualification requirements of 36 CFR 61, Appendix A. The person who will provide the professional oversight for this CONTRACT at HPD is Karla K. McWilliams (contact information, above)

13 **HPD APPROVAL OF PRINCIPAL INVESTIGATOR AND PROFESSIONAL STAFF.** If CONTRACT personnel are not specified in this CONTRACT, CONTRACTOR must hire a principal investigator and other professional staff with the assistance and concurrent approval of HPD. In the hiring process, CONTRACTOR shall present HPD with the request for proposals or other evidence of the procurement process (es), the resumes of the top three candidates and the CONTRACT for review and approval. HPD hiring assistance and approval is required whether the principal investigators and professionals are or become employees or contractors of CONTRACTOR.

No substitution of professional CONTRACT personnel may be made during the course of this CONTRACT, except by the procedure detailed above and the written prior approval of HPD.

Professionals chosen will comply with the professional qualifications of 36 CFR 61, Appendix A, UNLESS SUCH REQUIREMENT IS WAIVED BY HPD. CONTRACTOR agrees to comply with federal requirement for competitive procurement of professional services in obtaining subcontractors (see *NM Grants Manual*)

14 **PERMITS, LICENSES, OR PERMISSION.** CONTRACTOR is responsible for securing all appropriate and necessary state, federal, tribal, and local permits and/or individual or landowner consents required to execute the terms and conditions of this CONTRACT award. Costs of permits are eligible for reimbursement under conditions applicable to all other reimbursement requests. CONTRACTOR will obtain all releases necessary for the development of this project, including but not limited to, those required to videotape or photograph or use images of individuals and properties.

15 **ADMINISTRATIVE REQUIREMENTS.** Federal assistance awarded under the Historic Preservation Fund grant program is subject to the provisions of the National Historic Preservation Act, and other federal laws affecting grant programs. All federal programs must follow the same general set of administrative rules, designed to ensure fair competition for federally assisted grant contracts, proper accounting and management practices and conformance with government-wide regulations. These documents are available upon request.

All CONTRACTS must be administered in accordance with all applicable regulations and procedures governing federal grants, including Office of Management and Budget (OMB) Circulars (see *NM Grants Manual*).

16 **PROOF OF COMPLIANCE WITH FEDERAL REQUIREMENTS.** CONTRACTOR will be required to submit proof of compliance with certain federal regulations to HPD. All contracts between CONTRACTOR and its subcontractors, including consultants, must contain the provisions detailed in "CONTRACT WITH THIRD PARTIES" (see *NM Grants Manual*)

17 **PROCUREMENT REQUIREMENTS**. The CONTRACTOR must comply with the procurement standards found in *NM Grants Manual* and the *Historic Preservation Fund, Grants Manual*. The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities, and misappropriation of funds.

18 **FALSE STATEMENTS, MISREPRESENTATION AND CONCEALMENT**. CONTRACTOR has not made false statements, misrepresentation or concealed as part of CONTRACTOR application process, nor will it do so as the CONTRACT progresses, including during the signing of certifications.

19 **NOTICE OF CIVIL AND CRIMINAL PENALTIES FOR MISAPPROPRIATION OF FUNDS**. The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities, and misappropriation of funds.

20 **PUBLIC ACKNOWLEDGEMENT**. CONTRACTOR will provide public acknowledgement to NPS and HPD for receipt of funds, etc., according to the requirements as set forth in *NM Grants Manual* and *Historic Preservation Fund, Grants Manual*

21 **ASSIGNMENT**. The CONTRACTOR will not assign or transfer any interest in this CONTRACT or assign any claims for money due or to become due under this CONTRACT without the prior written approval of the HPD

22 **SUBCONTRACTING**. CONTRACTOR will not subcontract any portion of the services performed under this CONTRACT without the prior written approval of the HPD.

23 **STATUS OF CONTRACTOR**. CONTRACTOR, and CONTRACTOR'S agents and employees are independent CONTRACTORS performing professional services for the Historic Preservation Division and are not employees and will not, as a result of this CONTRACT accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required under this CONTRACT. CONTRACTOR is responsible for providing Worker's Compensation Coverage and Unemployment Compensation Coverage for all of its employees to the extent required by law, and for ensuring that all subcontractors maintain such insurance where required by law. All of the services required under the term of this CONTRACT will be performed by CONTRACTOR or employees under CONTRACTOR's supervision or by approved subcontractor. **PAYING ALL APPLICABLE TAXES IS THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR WILL PAY WHEN DUE ALL REQUIRED FEDERAL, STATE, LOCAL OR OTHER INCOME-RELATED TAXES.**

24 **APPROPRIATIONS**. The terms of this CONTRACT are contingent upon receipt by HPD of sufficient grant money and authorization being made by the National Park Service for the performance of this CONTRACT, where necessary. Should the National Park Service fail or refuse to make sufficient grant money available and authorize to the State of New Mexico as contemplated, then this CONTRACT may be terminated by HPD. HPD's determination, in its sole discretion, as to whether sufficient monies, grants and authorization exist for the purpose of carrying out this CONTRACT will be accepted by CONTRACTOR and will be final.

25 **RELEASE**. CONTRACTOR, upon final payment of the amount due under this CONTRACT, releases the HPD, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this CONTRACT. CONTRACTOR has no authority, express or implied, to bind the State of New Mexico (including HPD) to any agreements or understandings without the express written consent of the State.

CONTRACTOR agrees NOT to purport to bind the State of New Mexico, unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

26 **CONFIDENTIALITY OF RECORDS AND INFORMATION; INSPECTION OF PUBLIC RECORDS ACT**. Any confidential information provided to or developed by CONTRACTOR in the performance of this CONTRACT will be kept confidential and will not be made available to any entity including individual(s) without the prior written approval of the HPD, which will not be withheld if the information is required to be disclosed by law.

CONTRACTOR agrees to immediately notify HPD of CONTRACTOR'S receipt of any oral or written request for a public record made pursuant to the inspection of Public Records Act, Section 14-2-1 NMSA 1978 that may result in CONTRATOR making available for inspection any information provided to or developed by the CONTRACTOR in its performance of this CONTRACT. HPD and CONTRACTOR agree that this provision shall not be deemed to have been breached or violated if confidential records or information, or public records that are excepted from the Inspection of Public Records Act as provided in Section 14-2-1(a)-(f) NMSA 1978, are made available for inspection pursuant to a court order issued by a court of competent jurisdiction.

27 **CONTINGENT FEES.** With regard to contract subgrants, no person, agency, or other organization may be employed or retained to solicit or secure a grant, subgrant of contract upon agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this prohibition the federal government and/or HPD will have the right to annul this CONTRACT without liability or, at its discretion, to deduct from this CONTRACT or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

28 **DISCLOSURE OF INFORMATION.** Financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT provided to and by HPD/NPS are subject to disclosure to others under the Freedom of Information Act, 5 USC 552 (see *HISTORIC PRESERVATION FUND, GRANTS MANUAL*, Chapter 3, Section D.)

29 **OWNERSHIP OF COPYRIGHT - WORK FOR HIRE.** All original materials and works of authorship developed by CONTRACTOR under this CONTRACT remain the property of the CONTRACTOR and its designees and become the property of the State of New Mexico, Historic Preservation Division (HPD). Materials will be delivered to HPD no later than the termination date of this CONTRACT.

CONTRACTOR, and its designees, agree that any publications, film, drawings, or similar materials developed directly or indirectly from a program, project, or activity supported by funds from the National Park Service and not expressly assigned to HPD, shall contain an acknowledgment of NPS grant assistance and any other statements required by the NPS *Historic Preservation Fund, Grants Manual*.

30 **PROGRAM INCOME.** No program income will be generated by this project.

31 **RECORDS AND AUDITS.** CONTRACTOR will submit financial, program, and other reports as required by HPD, and will maintain for three years such property, personnel, financial, and other records, and accounts for all CONTRACT funds. CONTRACTOR will maintain detailed time records that indicate the date, time, and nature of services rendered and detailed records of other expenses incurred.

CONTRACTOR shall allow NPS, the Comptroller General of the United States, HPD, the Department of Finance and Administration, the New Mexico State Auditor, and any of their duly authorized representatives to have access to any pertinent books, documents, papers, and records of CONTRACTOR to make audits (with right to hire an independent Certified Public Accountant of HPD's choosing and at its expense), examination, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview(s) and discussion(s) related to such documents. The rights of access mentioned in this paragraph are not limited to the required retention period but will last as long as records are retained. If an audit, litigation, or other action involving the records is started before the end of the three-year retention period, CONTRACTOR shall retain the records until the action is resolved or the end of the three-year period, whichever is longer.

In the event a final audit has not been performed prior to the termination date of this CONTRACT, HPD and its authorized representatives shall retain the right to recover an appropriate amount after fully considering the recommendations or disallowed costs resulting from such final audit. This does not preclude the right of HPD to recover excessive or illegal payments.

HPD may make site visits as frequently as practicable to provide such technical assistance as may be required at HPD's sole discretion.

32 **AMENDMENT.** CONTRACT may be amended in writing during the term and course of this CONTRACT for such reasons as 1) CONTRACT term extension, 2) changes in scope-of-work, 3) changes in deliverable items or 4) reductions or increases in project costs. If any performance review conducted by the HPD discloses the need for

change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

Indirect Costs: Notwithstanding the above, NO revision shall be made to the indirect cost rate as established in the budget without prior written approval by HPD.

If any performance review conducted by the HPD discloses the need for change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

11 **TERMINATION FOR CAUSE**. Failure by CONTRACTOR, as determined by HPD, to carry out the terms or conditions of this CONTRACT (either by failing to comply or by having deficiencies in compliance), including the CONTRACT scope, will be cause for HPD to (a) wholly or partly terminate this CONTRACT, and/or (b) reduce the work items and the total cost of this CONTRACT, and/or (c) demand and obtain refund of all or part of the monies paid to CONTRACTOR, and/or (d) refuse payment for unsatisfactory work performed, and/or (e) temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR, and/or (f) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance, and/or (g) withhold further CONTRACTS, subgrants and any other types of award that might have been awarded by HPD; and/or (h) take other remedial action that may be legally available, whichever is appropriate in the judgment of the state. HPD will not reimburse costs associated with final products that do not meet the applicable Secretary of the Interior's Standards cited in paragraph two (2), "Deliverables" of this CONTRACT.

HPD will promptly notify CONTRACTOR in writing of the determination of termination and the reasons for the termination, together with the effective date. Payments made to CONTRACTOR or recovered by HPD under contracts terminated for cause will be in accord with the legal rights and liabilities of the parties.

RIGHT TO TERMINATE ON SHORT NOTICE. HPD has the right at all times to terminate this CONTRACT on short notice 1) for failure to submit deliverables, and reports and documents (including but not limited to fiscal and scope-of-work reports and documents) or 2) when such deliverables and reports and documents show insufficient progress. In the case of Section #2 above, CONTRACTOR has the right to correct and bring into compliance all such deliverables and reports and documents within a reasonable time after notice to CONTRACTOR of any insufficiencies.

12 **TERMINATION FOR CONVENIENCE**. CONTRACT may be terminated by either of the parties to this CONTRACT upon written notice delivered to the other party at least thirty days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

13 **ACCOUNTING**. At all times from the effective date of this CONTRACT until completion of this CONTRACT, the CONTRACTOR will maintain properly segregated books of state funds, matching funds, and other funds associated with this CONTRACT. All receipts and expenditures associated with this CONTRACT will be documented in a detailed and specific manner, and will accord with the "BUDGET," as set forth in section 5, above.

14 **NON-LIABILITY OF HPD**. CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

15 **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT**.

a. CONTRACTOR warrants that it is fully knowledgeable of and agrees to be bound by the conflict-of-interest requirements (see *NM Grants Manual* and *Historic Preservation Fund, Grants Manual*).

b. The CONTRACTOR represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

c. The CONTRACTOR further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16. Without in anyway limiting the generality of the foregoing, the CONTRACTOR specifically represents and warrants that:

1. in accordance with NMSA 1978, Section 10-16-4.3 (2011), the CONTRACTOR does not employ, has not employed, and will not employ during the term of this Agreement any State employee while such employee was or is employed by the State and participating directly or indirectly in HPD's contracting process;

2. this Agreement complies with Section NMSA 1978, 10-16-7(A) because (i) the CONTRACTOR is not a public officer or employee of the State; (ii) the CONTRACTOR is not a member of the family of a public officer or employee of the State; (iii) the CONTRACTOR is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest, or (iv) if the CONTRACTOR is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(A) (2011) and this Agreement was awarded pursuant to a competitive process;

3. in accordance with Section NMSA 1978, 10-16-8(A) (2011), (i) the CONTRACTOR is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the CONTRACTOR is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in HPD's making this Agreement;

4. this Agreement complies with NMSA 1978, Section 10-16-9(A) (2007) because (i) the CONTRACTOR is not a legislator; (ii) the CONTRACTOR is not a member of a legislator's family; (iii) the CONTRACTOR is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the CONTRACTOR is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, Section 10-16-9(A) (2007), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5. in accordance with NMSA 1978, Section 10-16-13 (2011), the CONTRACTOR has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

6. in accordance with NMSA 1978, Section 10-16-3 (2011) and NMSA 1978, Section 10-16-13.3 (2011), the CONTRACTOR has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of HPD.

d. CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which HPD relied when this Agreement was entered into by the parties. CONTRACTOR shall provide immediate written notice to HPD if, at any time during the term of this Agreement, CONTRACTOR learns that CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to HPD and notwithstanding anything in the Agreement to the contrary, HPD may immediately terminate the Agreement.

e. All terms defined in the Governmental Conduct Act have the same meaning in part b of this Section.

38 **APPLICABLE LAW**. This CONTRACT will be governed by the laws of the State of New Mexico.

39 **ENTIRE AGREEMENT**. This CONTRACT incorporates all the agreements, covenants and understandings between the parties to this CONTRACT concerning the subject matter of this CONTRACT, and all such covenants, agreements and understandings have been merged into this written CONTRACT. No prior CONTRACT or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this CONTRACT.

10. **SEVERABILITY**. To the extent that this CONTRACT may be executed and performance of the obligations of the parties may be accomplished with the intent of this CONTRACT, the terms of this CONTRACT are severable, and should any term or provision of this CONTRACT be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision. The waiver of any breach of a term will not be construed as waiver of any other term.

11. **SURVIVAL OF CERTAIN CONTRACT TERMS**. Notwithstanding anything in this CONTRACT to the contrary, the parties understand and agree that all terms and conditions of this CONTRACT (including appendixes and *NM Grants Manual*) and its attachments hereto which may require continued performance of compliance beyond the termination date of this CONTRACT will survive such termination date and will be enforceable by the HPD as provided in this CONTRACT in the event of such failure to perform or comply by CONTRACTOR or its subcontractors.

12. **BINDING ON SUCCESSORS**. Except as otherwise provided, this CONTRACT will inure to the benefit of and be binding upon the parties or any subcontractors hereto, and their respective successors and assigns.

13. **ASSURANCES**. CONTRACTOR agrees and gives assurances that

a. ONLY PERMITTED MATCH. No federal funds will be used to match National Park Service grants-in-aid funds unless specifically permitted or approved by federal law or regulation, in which case a copy of such document shall be appended to and be made a part of this CONTRACT.

b. COMPLIANCE WITH FEDERAL MANAGEMENT REQUIREMENTS. CONTRACTOR accepts the obligation to comply with all applicable laws, rules and regulations in effect at the time of the award including, but not limited to, 43 CFR 12, the Single Audit Act of 1984 for local governments, OMB Circulars A-87 (for State and local governments), A-110 (for institutions of higher education, hospitals, and other non- profit organizations), A-122 (for non-profit organizations with certain exclusions including, among others, colleges and universities), and 48 CFR 30 et seq (for for-profit organizations) as appropriate, and to the further terms and conditions of *see Historic Preservation Fund Grants Manual*, the laws of the State of New Mexico, including rules and regulations (including HPD rules) and the terms and conditions of this CONTRACT in effect at the time of the award and as CONTRACT might be amended.

c. OWNERSHIP, USE AND DISPOSITION OF NON-EXPENDABLE EQUIPMENT. CONTRACTOR agrees to the provisions of 43 CFR 12.72 regarding ownership, use and disposition of non-expendable equipment that is purchased in whole or in part with federal funds.

d. BEGIN WORK WITHIN 60 DAYS OF EXECUTION OF CONTRACT. CONTRACTOR will begin work on this CONTRACT within sixty (60) days after all parties have signed the CONTRACT and will demonstrate progress according to schedule until completing the project within the approved CONTRACT term. Any deviation from this schedule must have written approval by the HPD.

e. SMALL BUSINESS. CONTRACTOR will use Small Business and Minority-owned Business Enterprises, whenever reasonable and feasible.

f. POLITICAL ACTIVITIES. CONTRACTOR agrees that no expenditure of CONTRACT funds will be made for the use of equipment or premises for political purposes, sponsoring or conducting candidate's meeting(s), engaging in voter registration activity or voter transportation activity, or other partisan political activities.

g. RELIGIOUS INSTITUTIONS. CONTRACTOR agrees that no expenses of any type will be incurred that will give direct financial assistance for church-owned property.

h. NON-LIABILITY OF HPD. CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

i. EMPLOYMENT CONSIDERATIONS. CONTRACTOR agrees, in the performance of all work under this CONTRACT, to abide by all applicable federal and state labor and employment laws affecting CONTRACTOR'S relationships with its employees. CONTRACTOR will comply with the provisions of the Contract Work Hours and Safety Standards Act. CONTRACTOR also agrees to provide the necessary assurances that it has complied with this Act during the course of this project. CONTRACTOR agrees to comply with all requirements of the Federal Fair Labor Standards Act (29 U.S.C. Sections 201 through 219) and the implementing regulations (including 29 Code of Federal Regulations Part 541) regarding any of its employees who perform any work on or related to this CONTRACT and specifically agrees, in order to comply with one set of requirements imposed by that Act and those regulations, not to permit any hourly paid or other non-exempt employee to perform work for CONTRACTOR without paying that employee in compliance with the requirements of the Fair Labor Standards Act. In order to comply with this requirement, CONTRACTOR further specifically agrees not to use donated or volunteer services of any of its employees who are paid hourly, or who are otherwise non exempt under the Fair Labor Standards Act, for the purpose of achieving any matching share requirement applicable to this CONTRACT

j. PROPER AND SATISFACTORY PERFORMANCE. CONTRACTOR will do, perform, and carry out, in a manner determined by the HPD to be proper and satisfactory, the scope of services described in this CONTRACT.

k. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT OF 1970. CONTRACTOR will comply with requirements Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.O. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs

11. ANTI-KICKBACK ACT. If this CONTRACT is for construction or repair work, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONTRACTOR shall report all suspected or reported violations to HPD to report to NPS

12. PUBLIC WORKS MINIMUM WAGE ACT. If this CONTRACT funds are for an amount of sixty thousand dollars ($60,000) or more, for "construction, alteration, demolition, or repair" or any combination of these, then the Public Works Minimum Wage Act applies, and the CONTRACTOR and subcontractor must comply with the registration requirements pursuant to the Public Works Minimum Wage Act.

13. INTELLECTUAL PROPERTY RIGHTS. In addition to the Copyright section in this CONTRACT, CONTRACTOR shall comply with NPS requirements and regulations pertaining to reporting and patent rights under any CONTRACT involving research, developmental, experimental, or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under this CONTRACT and pertaining to copyrights and rights in data. These requirements are detailed in Chapter 19 of the *Historic Preservation Fund, Grants Manual*.

14. FEDERAL ENVIRONMENTAL ACTS. If the compensation promised in this CONTRACT exceeds one hundred thousand dollars ($100,000), CONTRACTOR must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. CONTRACTOR shall report violations of these Acts to HPD and to the grantor agency (NPS) and to the EPA Assistant Administrator for Enforcement.

15. ENERGY EFFICIENCY. CONTRACTOR shall abide by standards and policies relating to energy efficiency that are contained in New Mexico's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act of 1975. NPS may require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the Office of Federal Procurement Policy.

16. CONSTRUCTION BOND REQUIREMENTS. This section applies if this CONTRACT is for construction services. As used in this CONTRACT, the following definitions apply: A bid guarantee is a firm commitment, such

as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. A performance bond is a bond executed in connection with a contract to secure fulfillment of all the CONTRACTOR'S obligations under the CONTRACT. A payment bond is executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

a. If CONTRACT is for twenty-five thousand or less ($25,000), no performance or payment bonds are required unless otherwise agreed upon with HPD.

b. If CONTRACT is for more than twenty-five thousand ($25,000), CONTRACTOR must provide:

   1. a performance bond satisfactory to HPD, executed by a surety company authorized to do business in this state and approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the CONTRACT, and

   2. a payment bond satisfactory to HPD, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the CONTRACT, for the protection of all persons supplying labor and material to the CONTRACTOR or its subcontractors for the performance of the work provided for in the CONTRACT.

c. If CONTRACT exceeds one hundred thousand dollars ($100,000), CONTRACTOR shall consult with HPD to determine if NPS has determined that the federal government's interest will be adequately protected under New Mexico's bond standards. If this determination has not been made, the minimum requirements shall be as follows:

   1. Bid guarantee from each bidder equivalent to five (5) percent of the bid price,

   2. A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price, and

   3. A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price.

d. Sources of Bonds. Where bonds are required in the situations described above, CONTRACTOR shall obtain the bonds from companies holding certificates of authority as acceptable sureties (31 CFR 223). A list of these companies is published annually by the Department of the Treasury in its Circular 570. The Department of the Treasury Circular 570 may also be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 401 14th St., S.W., 2nd Floor--West Wing, Washington, DC 20227.

50 **MERGER.** This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understanding have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

51 **PENALTIES UNDER LAW.** The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

52 **EQUAL OPPORTUNITY COMPLIANCE.** The CONTRACTOR agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the CONTRACTOR assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not

to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

53 **WORKERS' COMPENSATION.** The CONTRACTOR agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by HPD.

54 **LIABILITY.** The Parties shall not be responsible for liability incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred by HPD or CONTRACTOR in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act. HPD and CONTRACTOR and their "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. Each Party shall be solely responsible for fiscal or other sanctions, if any, occasioned as a result of its own violation, or alleged violation, of requirements applicable to performance of this Agreement.

55 **NEW MEXICO EMPLOYEES' HEALTH COVERAGE.**

a. If CONTRACTOR has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least thirty (30) hours per week over a six (6) month period during the term of the contract, CONTRACTOR certifies, by signing this agreement, to have in place, and agree to maintain for the term of the CONTRACT, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between CONTRACTOR and the State exceed $250,000 dollars.

b. CONTRACTOR agrees to maintain a record of the number of employees who have (a) accepted health insurance, (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

c. CONTRACTOR agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with information.

56 **EMPLOYEE PAY EQUITY REPORTING.** CONTRACTOR agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this CONTRACT, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If CONTRACTOR has two hundred fifty (250) or more employees, CONTRACTOR must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, CONTRACTOR also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the CONTRACT, whichever comes first. Should CONTRACTOR not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. CONTRACTOR also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this CONTRACT if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the CONTRACT. CONTRACTOR further agrees that, should one or more subcontractors not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. CONTRACTOR shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. CONTRACTOR acknowledges that this subcontractor requirement applies even though CONTRACTOR itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this CONTRACT was procured pursuant to a solicitation, and if CONTRACTOR has already submitted the required report accompanying their response to such solicitation, the report does not need

to be re-submitted with this Agreement

57. INVALID TERM OR CONDITION. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

58 ENFORCEMENT OF AGREEMENT. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

IN WITNESS WHEREOF, the parties have executed this CONTRACT as of the date(s) below

By: Michelle Ensey Digitally signed by Michelle Ensey Date: 2024.07.23 12:40:06 -06'00'

Michelle Ensey
State Historic Preservation Officer (INTERIM)
New Mexico Historic Preservation Division

Date

By:

Tim Montgomery, City Manager
City of Las Vegas

7-22-24

Date

APPENDIX A: ASSURANCES

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.) Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12) Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction grant, cooperative agreement or loan.

PART A:	Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

CHECK ✓ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification, and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B:	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

CHECK ✓ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ✓ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition,

(b) Establishing an ongoing drug-free awareness program to inform employees about--
(1) The dangers of drug abuse in the workplace
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace,

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a),

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant the employee will --
(1) Abide by the terms of the statement, and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction Employers of convicted employees must provide notice including position title to every grant officer on whose grant activity the convicted employee was working unless the Federal agency has designated a central point for the receipt of such notices Notice shall include the identification number(s) of each affected grant,

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
(1) Taking appropriate personnel action against such an employee up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency,

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a) (b) (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant

Place of Performance (Street address, city, county state, zip code)

OLD City Hall
622 Sixth St.
Las Vegas, NM 87701

CHECK ____ if there are workplaces on files that are not identified here

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices When notice is made to such a central point, it shall include the identification number(s) of each affected grant

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS $100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ___ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF $150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING $100,000, UNDER THE LOAN

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan , or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreements, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement(s) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Tim Montgomery, City Manager, City of Las Vegas
TYPED NAME AND TITLE

7-22-24
DATE

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions searching existing data sources gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 USC §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 USC §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC. §§276a to 276a-7), the Copeland Act (40 U S C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C §§327- 333), regarding labor standards for federally-assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L 91-190) and Executive Order (EO) 11514, (b) notification of violating facilities pursuant to EO 11738 (c) protection of wetlands pursuant to EO 11990, (d) evaluation of flood hazards in floodplains in accordance with EO 11988, (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S.C. §§1451 et seq); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC §§7401 et seq); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93 523), and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P L 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 USC §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 US C §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 Us C §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.

16 Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U S.C. §§4801 et seq) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18 Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Tim Montgomery, City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Las Vegas, New Mexico	7-22-24

Standard Form 424B (Rev 7-97) Back

APPENDIX B: BUDGET

CITY OF LAS VEGAS
E ROMERO FIREHOUSE, REHABILITATION

	Unit	Rate	TOTAL	(state) HPD	(city) MATCH
PROJECT COORDINATOR					
Robert Archuleta	10	$ 90.00	$900.00	$0.00	$900.00
		Subtotal	$900.00	$0.00	$900.00
CONSTRUCTION					
Storm window	1	$20,000.00	$20,000.00	$20,000.00	$0.00
Shade Structure	1	$2,500.00	$2,500.00	$2,500.00	$0.00
Bell Structure repairs	1	$500.00	$500.00	$500.00	$0.00
NTHP Conference - attendee	2	$3,000.00	$6,000.00	$6,000.00	$0.00
Stucco repair	1	$1,000.00	$1,000.00	$1,000.00	$0.00
Solar Light Fixture & Install	1	$3,000.00	$3,000.00	$3,000.00	$0.00
		Subtotal	$33,000.00	$33,000.00	$0.00

PROJECT, GRANT & MATCH TOTALS

PROJECT TOTAL	HPD	MATCH
$33,900.00	$33,000.00	$900.00

APPENDIX C: SCHEDULE FOR MILESTONES & DELIVERABLES
CITY OF LAS VEGAS – E. ROMERO FIREHOUSE, REHABILITATION

SCHEDULE OF MILESTONES & DELIVERABLES

Date	Milestones	Deliverables
On or before August 1, 2024	CONTRACTOR will: 1) Enter into a contract with the State of New Mexico	CONTRACTOR will submit: 1) Fully executed contract between City of Las Vegas and HPD
On or before August 15, 2024	CONTRACTOR will: 1) Create a plan and design for the proposed indoor storm window. Plans should show existing windows, dimensions, and dimensions/materials of proposed window. 2) Create a plan for repair of the Bell Structure and a plan for the protective structure. Plans should document existing conditions by photograph and describe what will be accomplished with the repairs and include what types of materials will be used. Include a plan showing where the new structure will be located and architectural drawings of the proposed structure indicating dimensions and materials. 3) Create a plan for the re-stuccoing of failing stucco at rear of Firehouse. Plan should document existing conditions, identify stucco materials, and color (should match existing.) 4) Create a plan for the light fixture. Plan should include a location plan, photos of the existing area, and a cut sheet of the proposed light fixture.	CONTRACTOR will submit: 1) Plan for storm window. 2) Plan for bell structure. 3) Plans for stucco project. 4) Progress Report #1
On or before October 1, 2024	CONTRACTOR will: 1) Seek HPD approval on the submitted plans and proposed work BEFORE starting work 2) Take HPD review comments into consideration plan/design storm window; repair bell structure/create new protective bell structure; stucco repairs; and selection of and location of new light fixture. 3) Proceed with construction projects. 4) Photo document construction projects before they begin and after they are finished. 5) Prepare Progress Report #2 and Invoice #1 for up to 1/3 of project grant award.	CONTRACTOR will submit: 1) Progress Report #2 including an update on construction projects. 2) Invoice #1.
November 1, 2024	CONTRACTOR will: 1) Continue construction work and photo document progress. 2) Complete Progress Report #3.	CONTRACTOR will submit: 1) Progress Report #3 including an update on construction projects.
On or before May 31, 2025	CONTRACTOR will: 1) Complete construction projects, photo documenting the completion of work. 2) Create a final report document including photographs showing project areas before work began and after work was completed.	CONTRACTOR will submit: 1) Final reports of completed work. 2) Final Invoice for remainder of grant award. 3) Grant Project Reporting Documents.

Grant reporting forms may be found on the HPD website: http://nmhistoricpreservation.org/programs/clg.html

APPENDIX E: RESUMES

RESUMES FOR PROJECT TEAM ARE ON FILE

CONSERVATION EASEMENT AGREEMENT

This conservation easement agreement is made this 22nd day of 2024 between The City of Las Vegas, as GRANTOR of a conservation easement (hereafter referred to as the "Grantor"), and the State of New Mexico Historic Preservation Division of the Office of Cultural Affairs/Covenant Holder, as GRANTEE of the conservation easement (hereafter referred to as the "Grantee"). This conservation easement agreement is entered under Section 4.10.10 NMAC and NMSA 1978, Section 18-6-7 (A), 18-6-8, and 18-10-6 (C) (as applied to this easement's application to any potential future private ownership) and for the purpose of stabilizing East Las Vegas City Hall a site that is important culturally, historically, architecturally and archeologically.

1. **The Subject Property** This agreement creates a conservation easement in real estate legally described as the E. Romero Fire House, located at 155 Bridge Street, Las Vegas, San Miguel County, New Mexico, (Hereafter referred to as the "Property").

2. **Grant of Conservation Easement**. In consideration of the sum of $33,000 received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior ("NPS"), the Grantor hereby grants to the Grantee a conservation easement in the Property for the purpose of assuring preservation of the Property.

3. **Easement Required for Federal Grant**. This conservation easement is granted as a condition of the eligibility of the Grantor for the financial assistance from the NPS appropriated from the Historic Preservation Fund.

4. **Conditions of Easement**:

   a. *Duration*. This conservation easement is granted for a period of fifteen (15) years commencing on the date when it is filed with the County Clerk.

   b. *Documentation of condition of the Property at time of grant of this easement*. In order to make more certain the full extent of Grantor's obligations and the restrictions on the Property, and in order to document the nature and condition of the Property, including significant interior elements in spatial context, a list of character-defining materials, features and spaces, including archeological features (if known) are incorporated as "Exhibit A" at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the floor plans. To complement "Exhibit A", Grantor personnel have compiled a photographic record, including photographer's affidavit, black and white photographs and negatives, color digital prints, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Property on the date of execution of this easement is accurately documented by the archaeological drawings and photographic record, which shall be maintained for the life of this easement in the Grantee's conservation easement file for the Property.

   c. *Restrictions on activities that would affect historically significant components of the Property*. The Grantor agrees that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would affect historically significant, interior spaces and features identified in "Exhibit A", exterior construction materials, architectural details, form, fenestration, height of the Property, or adversely affect its structural soundness without prior written permission of the Grantee affirming that such reconstruction, repair, repainting, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's Standards for the Treatment of Historic Properties and the Standards

for Archeology and Historic Preservation (hereinafter referred to as the "Standards").

d *Duty to maintain the Property*. The Grantor agrees at all times to maintain the Property in a good and sound state of repair and to maintain the Property, including the other structures or features of the site, according to the Standards so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that make the property eligible for listing in the National Register of Historic Places.

e. *Restrictions on activities that would affect archeological resources*. The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property that would affect historically significant archeological resources identified in "Exhibit A" without prior written permission of the Grantee affirming that such work will meet Standards.

f. *Maintenance of recovered materials*. The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the Standards or will comply with the requirements of the Native American Graves Protection and Repatriation Act, 36 CFR 79, and 43 CFR 10.

g. *Public access*. The Grantor agrees to provide public access to view the grant-assisted work or features no less than twelve (12) days a year on an equitably spaced basis. The dates and times when the property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Property may also be open at other times by appointment, in addition to the scheduled twelve (12) days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

h. *Right to inspect*. The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Property at all reasonable times, with twenty-four hours (24) written notice, in order to ascertain whether the conditions of this easement agreement are being observed.

I. *Anti-discrimination*. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the State Historic Preservation Office.

Easement shall run with the land; conditions on conveyance. This conservation easement shall run with the land and be binding on the Grantor, its successors and assigns. The Grantor agrees to insert an appropriate reference to this easement agreement in any deed or other legal instrument by which it divests itself of either the fee simple title or other lesser estate in the Property or any part thereof.

k. *Casualty Damage or Destruction*. In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its

written approval, if any, of any proposed work within sixty (60) days of receiving the request from the Grantor. If after reviewing the condition of the property, the Grantee determines that the features, materials, appearance, workmanship, and environment which made the property eligible for listing in the National Register of Historic Places has been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register in writing of the loss The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the property from the National Register. If the property is removed, the Grantee will then notify the Grantor that the agreement is null and void If the damage or destruction that warrants the properties removal from the National Register is deliberately caused by the gross negligence of the Grantor or future owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the federal grant funds applied to the Property which will then be returned to the U.S. Treasury.

l *Enforcement*. The Grantee shall have the right to prevent and correct violations of the terms of this easement. If the Grantee, upon inspection of the property, finds what appears to be a violation, it may exercise its discretions to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) days to correct the violation before taking any formal action, including but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may obtain an injunction to top the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore to the Property to a condition that would be consistent with preservation purposes of the grant from the NPS. In any case where a court finds that a violation has occurred, the court may require the Grantor to reimburse the Grantee and the State Attorney General for all the State's expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

m *Amendments*. The parties may by mutual written agreement jointly amend this easement, provided the amendment shall be consistent with preservation purpose of this easement and shall not reduce its term of duration. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and is filed with the San Miguel County Clerk.

n *Effective date: severability*. This conservation easement shall become effective when the Grantor files it in the Office of the County Clerk of San Miguel County, State of New Mexico, with a copy of the recorded instrument provided to the Grantee for its conservation easement file. If any part of this conservation easement agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the conservation agreement does not contain the particular part held to be valid.

GRANTOR: _____

By: Tim Montgomery, City Manager, City of Las Vegas

City of Las Vegas, San Miguel County, New Mexico: On this 22 day of July 2024 before me the undersigned, a Notary Public for said State, personally appeared Tim Montoya to me personally known, who stated the he is City Manager, that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that such officer, he acknowledged that he executed the foregoing instrument as his voluntary act and the voluntary act of the corporation.

NOTARY PUBLIC

STATE OF NEW MEXICO
NOTARY PUBLIC
CASANDRA FRESQUEZ
COMMISSION #1073118
COMMISSION EXPIRES 04/12/2026

GRANTEE: Historic Preservation Division, Office of Cultural Affairs, State of New Mexico

By: _____
Michelle Ensey, State Historic Preservation Officer, INTERIM

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, STATE OF NEW MEXICO On this 29th day of July 2024, before me, a Notary Public for said State, personally appeared Michelle Ensey, who stated that he is duly appointed and actively serving Director of the State Historic Preservation Office, and that he executed the foregoing conservation easement agreement as his voluntary act and as the voluntary act of the state of New Mexico Office of Cultural Affairs

Irene L Rubio
NOTARY PUBLIC

STATE OF NEW MEXICO
NOTARY PUBLIC
Irene L. Rubio
Commission Number 1057999
My Commission Expires February 22, 2026

EXHIBIT "A" TO CONSERVATION EASEMENT AGREEMENT

E. ROMERO FIREHOUSE
155 BRIDGE STREET, LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

To remain eligible for listing on the National Register of Historic Places/National Historic Landmarks listing, a property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of **E. Romero Firehouse**, photographic documentation is attached.

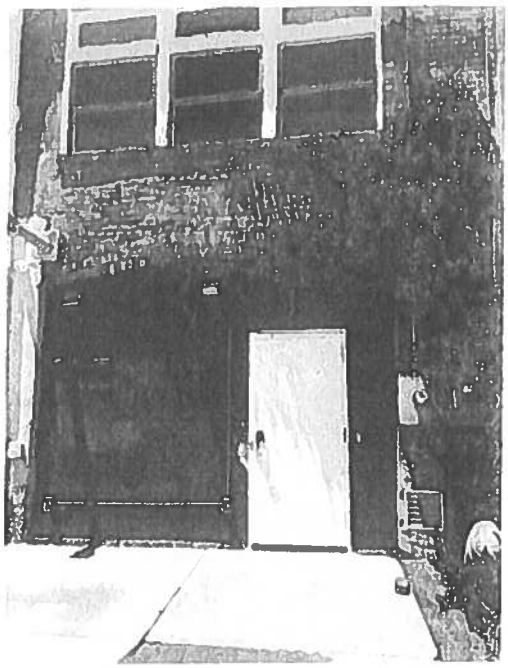
Exhibit A must be submitted at the time of signing the grant agreement.

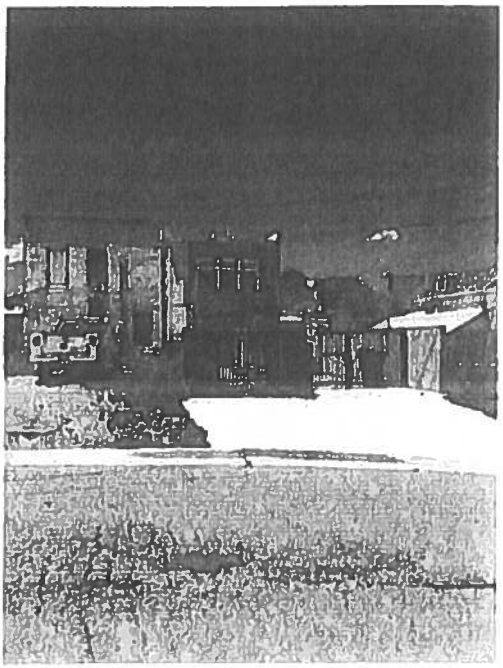
Grantee must:

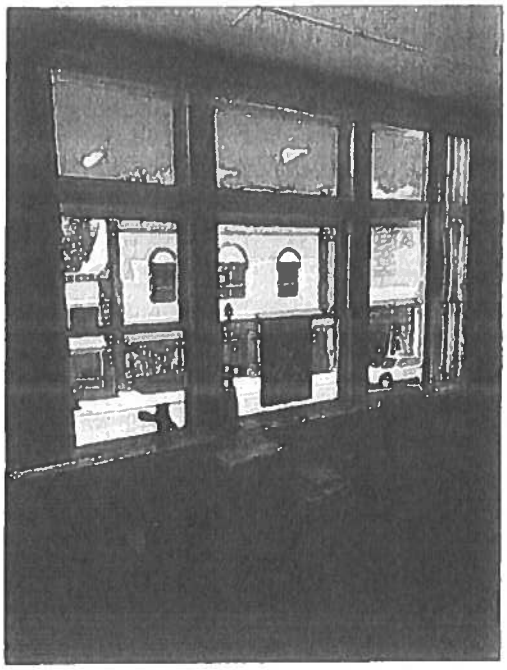
- Take photographs of all four sides of the building
- Take photographs of significant exterior features
- Take photographs of interior of building

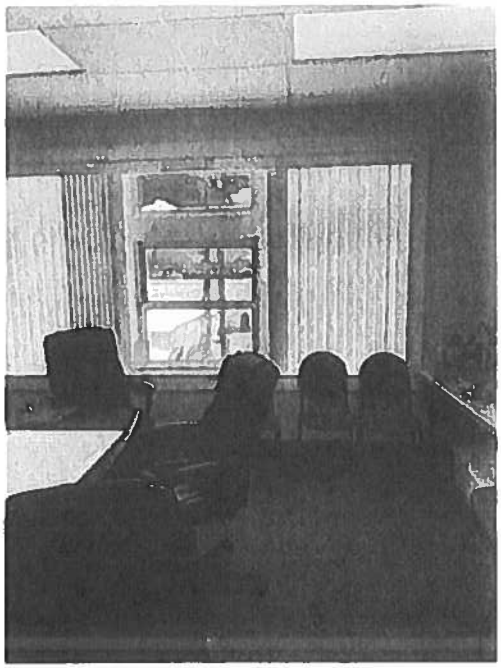
Photographs must be attached as EXHIBIT A to this grant agreement. The Grant Agreement will NOT be signed by the Historic Preservation Division without a signed conservation agreement and Exhibit A.

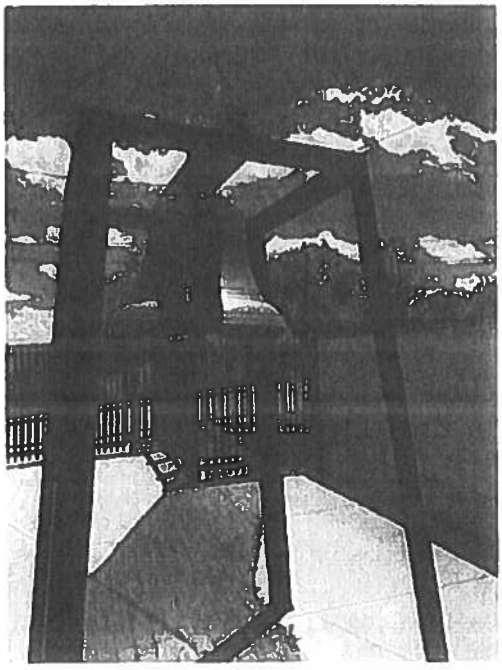
1882
E ROMERO
1908
HOSE & FIRE Co.

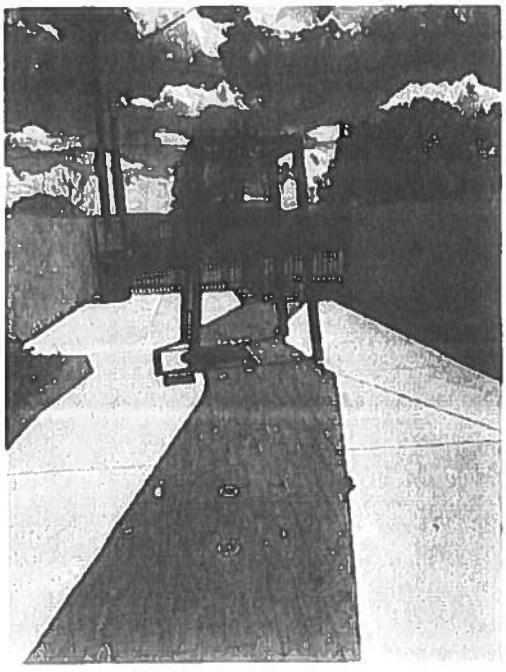


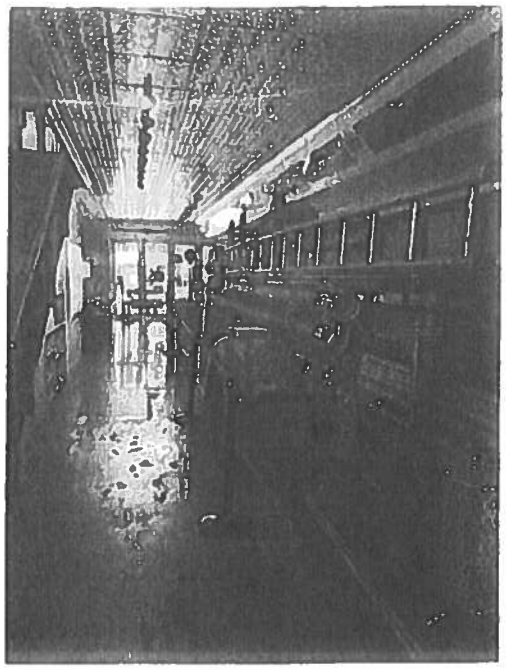


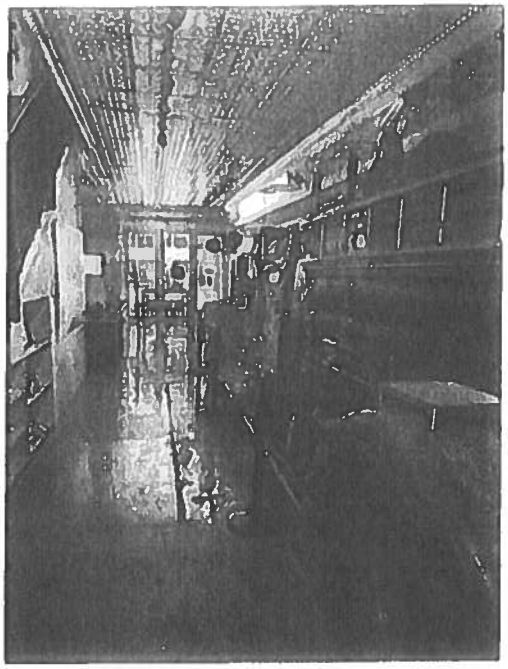


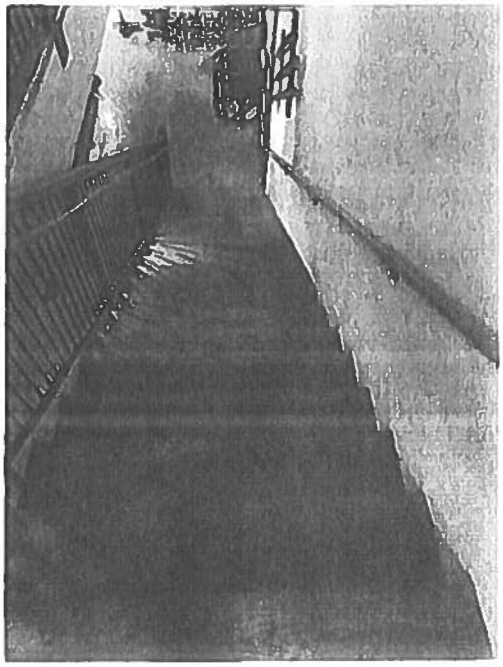


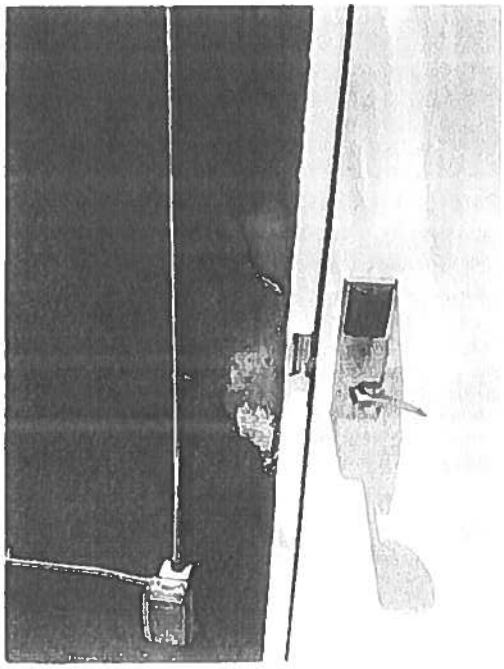












Department of Cultural Affairs

Historic Preservation Division
State of New Mexico

Michelle Lujan Grisham
Governor

Debra Garcia y Griego
Secretary

August 20, 2024

Robert Archuleta
Project Coordinator
City of Las Vegas
1700 N Grand Avenye
Las Vegas, NM 87701

VIA EMAIL: dacosta@taosnm.gov

RE: Contract #: 35-23-10035.10020
Purchase Order: 50500-0000052363, $16,500
CFDA #: 15.904

Mr. Archuleta:

This letter constitutes the NOTICE TO PROCEED regarding the above-referenced referenced Certified Local Government Grant Agreement between the State of New Mexico, Department of Cultural Affairs, Historic Preservation Division, and the City of Las Vegas.

Attached is the updated State of New Mexico Purchase Order for Fiscal Year 2025. It is essential that you reference the above-stated contract number and purchase order number on all documents sent to the Historic Preservation Division. These documents include correspondence, payment request statements, and all project-related deliverables and materials.

For your records enclosed please find a fully executed copy of the Grant Agreement. When the new fiscal year starts on July 1, 2025, a second PO will be issued for an additional portion of grant funding.

Please contact me at 505-827-4451 or karla.mcwilliams@dca.nm.gov if you have any questions.

Sincerely,

KKM

Karla K. McWilliams
Historian

State of New Mexico
Purchase Order

PO Number to be on all Invoices and Correspondence

Dispatch Via Print

Department of Cultural Affairs
407 Galisteo St. Bataan Memorial Bld
Suite 264
Santa Fe NM 87501
United States

Dispatched

Purchase Order	Date	Revision
50500-0000052363	08-09-2024	
Payment Terms	**Freight Terms**	**Ship Via**
Pay Now	FOB Destination	Best Way
Buyer	**Phone**	**Currency**
MIRANDA KING		USD

Supplier: 0000054343
CITY OF LAS VEGAS
1700 N GRAND AVE
LAS VEGAS NM 87701-1700
United States

Ship To: 407 Galisteo St. Bataan Memorial Bld. Suite 236 Santa Fe NM 87501 United States

Bill To: 407 Galisteo St. Bataan Memorial Bld. Suite 236 Santa Fe NM 87501 United States

Origin: EXE **Exc\Excl#:** 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Rehabilitation of the E. Romero Firehouse in the City of Las Vegas, NM, and Past Forward Conference Attendance in October 2024 in New Orleans, LA, includes flights, hotel, registration, mileage and per diem, Grant Agreement: #35-23-10035.10020	1.00	EA	$16,500.00	$16,500.00	08/09/2024

Attention: JENNIFER SANDOVAL

50500-19302-7001000000-547400- -701159- - -125-I0000

Schedule Total $16,500.00

Item Total $16,500.00

Total PO Amount $16,500.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable

Authorized Signature

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS VEGAS**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 448**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

24-13090 $780,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 448, Seven Hundred Eighty Thousand ($780,000.00), from the General Fund 93100 to plan, design, construct, furnish and equip an animal shelter facility in Las Vegas in San Miguel county;

The Grantee's total reimbursements shall not exceed Seven Hundred Eighty Thousand $780,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Seven Thousand Eight Hundred $7,800.00, which equals Seven Hundred Seventy-two Thousand Two Hundred $772,200.00 (the "Adjusted Appropriation Amount").

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

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

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

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

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

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

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: CITY OF LAS VEGAS
Name: Tim Montgomery
Title: City Manager
Address: 1700 N. Grand Ave., Las Vegas, NM 87701
Email: tmontgomery@lasvegasnm.gov
Telephone: 505-454-1401

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

Grantee: CITY OF LAS VEGAS
Name: Dominic Chavez
Title: Deputy Finance Director
Address: 1700 N. Grand Ave., Las Vegas, NM 87701
Email: dchavez@lasvegasnm.gov
Telephone: 505-454-1401

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

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. **Corrective Action Plan in the Event of Suspension**

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS VEGAS** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS VEGAS**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS VEGAS** or the

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS VEGAS** or the Department"

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

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

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS VEGAS may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS VEGAS only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

City of Las Vegas, NM
Entity Name

Signature of Official with Authority to Bind Grantee

By: Tim Montgomery
(Print Name)

Its: City Manager
(Title)

06/28/2024
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Jeannette Gallegos
020E740B753A4C4...
By: Jeannette Gallegos

Its: Cabinet Secretary or Designee

7/5/2024
Date

DocuSign Envelope ID: 3A058EB7-6752-4DDD-B440-3BB3495C1E6C

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

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

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

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

_____
Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

_____
Grantee Representative

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

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

_____
Division Fiscal Officer Date

_____
Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS VEGAS**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 449**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

24-13091 **$60,000.00** **APPROPRIATION REVERSION DATE: June 30, 2026**

Laws of 2024, Chapter 66, Section 28, Paragraph 449, Sixty Thousand ($60,000.00), from the General Fund 93100 to purchase and equip a utility truck for the parks division in Las Vegas in San Miguel county;

The Grantee's total reimbursements shall not exceed Sixty Thousand $60,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals Sixty Thousand $60,000.00 (the "Adjusted Appropriation Amount").

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

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

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

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

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

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

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: CITY OF LAS VEGAS
Name: Tim Montgomery
Title: City Manager
Address: 1700 N. Grand Ave., Las Vegas, NM 87701
Email: tmontgomery@lasvegasnm.gov
Telephone: 505-454-1401

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

Grantee: CITY OF LAS VEGAS
Name: Dominic Chavez
Title: Deputy Finance Director
Address: 1700 N. Grand Ave., Las Vegas, NM 87701
Email: dchavez@lasvegasnm.gov
Telephone: 505-454-1401

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

Department: DFA/Local Government Division
Name: Melody Montoya
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Melody.Montoya@dfa.nm.gov
Telephone: 505-670-4395

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF LAS VEGAS** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF LAS VEGAS**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF LAS VEGAS** or the

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS VEGAS** or the Department"

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

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

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS VEGAS may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS VEGAS only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

City of Las Vegas, NM
Entity Name

Signature of Official with Authority to Bind Grantee

By: Tim Montgomery
(Print Name)

Its: City Manager
(Title)

06/28/2024
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Jeannette Gallegos
020E740B753A4C1...
By: Jeannette Gallegos

Its: Cabinet Secretary or Designee

7/5/2024
Date

DocuSign Envelope ID: 3A058EB7-0752-4DDD-B440-3BB3495C1E0C

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing including Suite if applicable)

_____

City State Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

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

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

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

_____
Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

_____
Grantee Representative

_____
Printed Name

_____
Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

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

_____
Division Fiscal Officer Date

_____
Division Project Manager Date

Revised 4-2022

DocuSign Envelope ID: 3A058EB7-6752-4DDD-B440-3BB3495C1E6C

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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

Chalmers Ford — PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: City of Las Vegas

PROPOSAL #	073024-3
PROPOSAL DATE	July 30th,2024
MEMBER PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Jocelyn Hernandez
SHIPPED VIA	Pick UP
F.O.B.	
PREPAID or COLLECT	

SHIPPED TO: **2024 Ford F-250 Crew Cab 4x4- Oxford White**
176" SRW

Sales Tax Rate: 0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Statewide Price Agreement #: 00-00000-20-00088		
1	Item #12 pickup, 3/4 ton, crew cab, 4x4	$ 47,892.00	$ 47,892.00
	Options:		$ -
1	I: Liner	$ 695.00	$ 695.00
1	AM: Locking Rear Differential	$ 690.00	$ 690.00
1	AX: Premium Radio	$ 610.00	$ 610.00
1	AP: Mirrors: Tow, Trailer, power	$ 495.00	$ 495.00
1	BA: Running Boards	$ 980.00	$ 980.00
1	BT: Trailer Brake Controller, Factory	$ 460.00	$ 460.00
1	BV: Trailer Towing Package, class 4 Receiver hitch, less ball mount	$ 1,250.00	$ 1,250.00
			$ -

In stock unit//Subject to prior sale	SUBTOTAL	53,072.00
Valid for 30 days	TAX	0.00
	FREIGHT	
		$53,072.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Jocelyn Hernandez
505-610-3770
jhernandez@chalmersford.com

North Central
NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT

644 Don Gaspar Santa Fe, New Mexico 87505 | 505.395.2668 | www.ncnmedd.com

MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE CITY OF LAS VEGAS (GRANTEE) AND THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT (NCNMEDD) FOR GOVERNMENT RESULTS AND OPPORTUNITY (GRO) APPROPRIATIONS

WHEREAS, the State of New Mexico appropriated funding to NCNMEDD on pages 258-261 of the General Appropriation Act of 2024, Section 9: Government Results and Opportunity Expendable Trust; Subsection D: Government Results and Opportunity Program Fund; Item 8: Department of Finance and Administration;

WHEREAS, NCNMEDD is a special district governmental entity within the State of New Mexico; and

WHEREAS, funding appropriated to NCNMEDD includes one or more appropriations to the Grantee, a local government within the State of New Mexico;

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between Grantee and NCNMEDD pursuant to the following terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to disburse one or more appropriations to Grantee, and for Grantee to expend said appropriation/s subject to the terms of this Agreement including Exhibit A: Scope of Work and Budget, as follows:

Appropriation Number	Project Title	Amount	State Agency	Reversion Date
24-ID093*	For food at senior centers in senate district thirty-nine in San Miguel county.	$40,000	DFA/LGD	June 30, 2026

**Special condition: Per sponsor, appropriation is to be directed to senior centers in Senate District 39, including San Miguel Senior Center in Ribera and the Pecos Senior Center. Funds are intended for expenditure in fiscal year 2025.*

B. TERM

This Agreement shall begin on the date approved by the Final Required Signatory and shall end on **June 30, 2026.**

C. **FUND DISBURSEMENT**

1. NCNMEDD shall disburse appropriation/s through a reimbursement process.

2. Grantee shall submit all reimbursement requests to NCNMEDD through the online OAA-SYS platform. Supporting documentation, such as invoices, timesheets, etc. and proof of payment (i.e. cancelled check) shall be uploaded to OAA-SYS for all goods and services included in the reimbursement request.

3. Grantee may submit reimbursement requests monthly or quarterly. The latest date to submit a reimbursement request is July 5, 2026.

4. Reimbursement requests that are not consistent with Section A: Purpose, and more specifically Exhibit A: Scope of Work and Budget, will be rejected unless the Grantee has obtained advance approval from NCNMEDD. Some requests may require an amendment to this Agreement.

5. NCNMEDD shall track expenditures on a quarterly basis and expects Grantee to draw down at least 12.5% of the appropriation every quarter.

D. RESPONSIBILITIES OF THE PARTIES:

1. NCNMEDD shall:
   a) Train Grantee on use of the OAA-SYS platform.
   b) Complete and submit all requests for payment and the final report form to the NM Department of Finance and Administration, Local Government Division (LGD).
   c) Process payments to Grantee within ten (10) business days of receipt of funds from LGD.
   d) Maintain records for a period of three (3) years after the grant has been closed.
   e) Oversee compliance with all applicable laws, regulations, and this Agreement and account for transactions so that they are in compliance with said laws, regulations, and this Agreement.
   f) Safeguard grant funds and ensure proper accounting thereof in compliance with applicable laws, regulations, and this Agreement.

2. Grantee shall:
   a) Use the appropriation funds to carry out and/or perform activities described in appropriation language.
   b) Comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
   c) Ensure that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

d) Provide or arrange to provide information, as requested by NCNMEDD, for purposes and work described in this Agreement.
e) Comply with all applicable laws, regulations, and grant agreement requirements in the performance of procurement responsibilities, subcontractor management, and project, grant, and financial management.
g) Maintain records for a period of three (3) years after the grant has closed.
h) Expend grant funds in compliance with all applicable laws, regulations, and this Agreement and appropriately account for transactions in compliance with said laws, regulations, and this Agreement.
i) Safeguard goods and services acquired with grant funds and ensure proper accounting thereof in compliance with applicable laws, regulations, and this Agreement.
j) Ensure at least one staff person is trained on OAA-SYS at all times.
k) Provide performance metrics associated with appropriation/s in the OAA-SYS platform to demonstrate accountability for and impact of GRO funding.

E. LIMITATION OF LIABILITY; INDEMNIFICATION

This Agreement shall not create a general liability of the constituent members of NCNMEDD. Grantee shall, to the fullest extent permitted by law, defend, indemnify and hold harmless NCNMEDD from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by any act or failure to act of the Grantee, its officers, employees, servants, subcontractors or agents. In the event that any action, suit or proceeding related to the services performed by the Grantee or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Grantee, the Grantee shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify NCNMEDD by certified mail. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, *et seq.*), or to waive any immunities, limitations or required procedures thereunder.

F. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

G. CERTIFICATION

Grantee shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. Grantee is required to follow all State procurement regulations, the Government Conduct Act, and other state regulations, as well as NCNMEDD's reporting and drawdown requirements outlined in this Agreement.

H. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement by the State of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to Grantee. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by Grantee and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce appropriation amount/s, Grantee shall have the option to terminate the Agreement within thirty (30) days of receipt of the proposed amendment.

I. PENALTIES

The Procurement code, § 13-1-28 through § 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

J. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follows:

To Grantee/Authorized Representative
Name/Title Tim Montgomery, City Manager
Address 1700 N Grand Ave
City, State, Zip Las Vegas NM 87701
Email tmontgomery@lasvegasnm.gov
Phone 505.454.1401

To Grantee/Project or Program Manager
Name/Title June Tafoya, Interim Community Services
Address 1700 N Grand Ave
City, State, Zip Las Vegas NM 87701
Email jtafoya@lasvegasnm.gov
Phone 505.454.1401 ext 1921

To NCNMEDD:
Monica Abeita Executive Director
644 Don Gaspar
Santa Fe, NM 87505
monicaa@ncnmedd.com
505-395-2668

K. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, the parties acknowledge and agree to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

L. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

M. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of each party and NCNMEDD.

N. INSURANCE

1. Grantee shall procure and maintain in force during the entire term of this Agreement, at its own expense, the following insurance coverage(s), naming the NCNMEDD as additional insured:
   a) Workers Compensation (including accident and disease coverage and personal injury coverage) at the statutory limit.
   b) Comprehensive Commercial general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Grantee has assumed under this Agreement). Limits shall not be less than the following:
      - Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
      - Property damage or combined single limit coverage: $1,000,000.
   c) Automobile liability (including non-owned automobile coverage): $1,000,000.

2. In lieu of the limits specified in this section, Grantee may provide the coverages required in the limits required by statute applicable to Grantee's services hereunder, if any.

3. All insurance required by this Agreement shall be obtained from insurance companies duly licensed or authorized in New Mexico to issue insurance policies for the required limits and coverages.

4. Grantee shall deliver to NCNMEDD, certificates of insurance establishing that Grantee has obtained and is maintaining the policies, coverages, and endorsements (if any) required by this Agreement. Upon reasonable request by NCNMEDD or any other

insured, Grantee shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles.

5. Grantee's commercial general liability and automobile liability shall include and list as additional insureds NCNMEDD and its employees, agents, officials and constituent members; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Grantee shall obtain all necessary endorsements to effect these requirements.

6. Failure of NCNMEDD to demand such certificates or other evidence of Grantee's full compliance with these insurance requirements shall not be construed as a waiver of Grantee's obligation to obtain and maintain such insurance.

7. The insurance and insurance limits required herein shall not be deemed as a limitation on Grantee's liability under the indemnities or other provisions of this Agreement.

8. General provisions: The policies of insurance required by this Section shall:
   a) contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to NCNMEDD. Within three days of receipt of any such written notice, Grantee shall provide a copy of the notice to NCNMEDD and each other insured under the policy;
   b) remain in effect at least until final payment (and longer if expressly required in this Section); and
   c) be appropriate for the services being performed and provide protection from claims that may arise out of or result from Grantee's performance of the services and Grantee's other obligations under this Agreement, whether it is to be performed by Grantee, any subgrantee, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

GRANTEE:

BY:

Tim Montgomery, City Manager — 08/06/2024 Date

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: _____ July 31, 2024

Monica Abeita, Executive Director — Date

Exhibit A: Scope of Work and Budget

1. In the text box below, provide a brief **SCOPE OF WORK** for the appropriation language in Section A: Purpose. Describe how you will use the funding

Purchase of food at senior centers in senate district thirty-nine in San Miguel county.

2. In the text box below, provide up to three **PERFORMANCE MEASURES** you will use to monitor and track the impact of the proposed project or program.

For Older Americans Act (OAA)* congregate and home delivered meals:
Number of consumers served with GRO funding.
Number of meals (units) produced with GRO funding.
**It is expected that these consumers and units will also be reported in Wellsky.*

and/or

For special events, activities and non-OAA meals:
Description of how the funding was used.
Number of consumers served with GRO funding.
Number of meals (units) produced with GRO funding.
These consumers and units should be reported in OAA-SYS only.

3. Fill out the table below to provide a **BUDGET** for the two-year period of the funding. The budget may not exceed the total appropriation amount. The budget does not need to be split evenly between the two years. Please add additional lines as needed.

Line Item	Year 1 Budget (Aug 2024 June 2025)	Year 2 Budget (July 2025 June 2026)	Description of Line Item
Personnel			
Benefits			
Professional Services			
Travel (GSA rates apply)			
Software			
Equipment/Supplies	$40,000		Raw food
Operations (specify)			
Other (specify)			
Total	$40,000		

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: 08/21/2024

Date Submitted: 8/9/2024 **Department:** Community Services/Senior Center

Item/Topic: Request to approve Memorandum of Agreement between North Central New Mexico Economic Development District (NCNMEDD) and the City of Las Vegas for Govenment Results and Opportunity (GRO) Appropriations.

Fiscal Impact: This MOA will be reimbursed for $40,000 from NCNMEDD, per sponsor to be directed to Senate District 39, San Miguel Senior Center in Ribera and Pecos Senior Center Programs. Funds are intended for expenditure in FY25.

Attachments: The Memorandum of Agreement City of Las Vegas and NCNMEDD.

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved on 8/21/24

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

Contract No. 2023-24-68049-ARP

North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging

AMERICAN RESCUE PLAN SUB-AWARD
AMENDMENT #1

This Amendment is made and entered into this 25th day of June 2024, by and between North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency", and **City of Las Vegas,** hereinafter referred to as the "Subrecipient Contractor".

This amendment increases ARP Homemaker III B by $10,000.00, ARP Chore III B by $7,456.00, and extends the termination date of the contract from June 30, 2024, to September 30, 2024.

All other terms and conditions of the original contract remain in full force and effect.

City of Las Vegas
Legal Name of Subrecipient

Signature

Tim Montgomery
Printed/Typed Name of Signatory

08/05/2024
Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Monica Abeita
Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

June 25, 2024
Date

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: 08/21/2024

Date Submitted: 8/9/2024 **Department:** Community Services/Senior Center

Item/Topic: Request to approve Amendment #1 North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA) and the City of Las Vegas.

Fiscal Impact: This amendment increases ARP Homemaker III B by $10,000.00, ARP Chore III B by $7,456.00 and extends the termination date of the contract from June 30, 2024, to September 30, 2024. The City of Las Vegas will be reimbursed up to $17,456 from NCNMEDD Non-Metro AAA for these Programs.

Attachments: The American Rescue Plan (ARP) Amendment #1 between the City of Las Vegas and NCNMEDD Non-Metro AAA.

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved on 8/21/24 cf

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

Account	Name	Status	Type	Fund	Original Budget	Budget Adjustment	Current Budget	Activity	Budget Remaining
101-5400-700-7316	INSURANCE & BONDS	Active	Expense	101	$ 660,000.00	$ -	$ 660,000.00	$ 24,752.00	$ 635,248.00
216-0000-720-7316	INSURANCE & BONDS	Active	Expense	216	$ 36,000.00	$ -	$ 36,000.00	$ -	$ 36,000.00
231-0000-700-7316	INSURANCE & BONDS	Active	Expense	231	$ 14,500.00	$ -	$ 14,500.00	$ -	$ 14,500.00
610-0000-610-7316	INSURANCE & BONDS	Active	Expense	610	$ 110,000.00	$ -	$ 110,000.00	$ -	$ 110,000.00
620-0000-610-7316	INSURANCE & BONDS	Active	Expense	620	$ 70,000.00	$ -	$ 70,000.00	$ -	$ 70,000.00
630-0000-610-7316	INSURANCE & BONDS	Active	Expense	630	$ 105,000.00	$ -	$ 105,000.00	$ -	$ 105,000.00
640-0000-610-7316	INSURANCE & BONDS	Active	Expense	640	$ 103,000.00	$ -	$ 103,000.00	$ -	$ 103,000.00
					1,098,500.00	0.00	1,098,500.00	24,752.00	1,073,748.00

101-5400-700-7316	INSURANCE & BONDS (INCREASE)	$ 0.60	$ 590,288.74
216-0000-720-7316	INSURANCE & BONDS (INCREASE)	$ 0.03	$ 32,197.57
231-0000-700-7316	INSURANCE & BONDS (INCREASE)	$ 0.01	$ 12,968.46
610-0000-610-7316	INSURANCE & BONDS (INCREASE)	$ 0.10	$ 98,381.46
620-0000-610-7316	INSURANCE & BONDS (INCREASE)	$ 0.06	$ 62,606.38
630-0000-610-7316	INSURANCE & BONDS (INCREASE)	$ 0.10	$ 93,909.57
640-0000-610-7316	INSURANCE & BONDS (INCREASE)	$ 0.09	$ 92,120.82
		$ 1.00	
		$ 2,056,221.00	$ 982,473.00
		$ 982,473.00	$ 2,080,973.00
			$ 24,752.00

NEW MEXICO SELF-INSURERS' FUND

Coverage Renewal Invoice

Policy Number: 1520

Insured: Las Vegas

Invoice Date: 7/26/2024
Coverage Dates: 7/1/2024 to 07/01/2025
Fund Year: Fiscal Year 2025

Reference #	Coverage	Premium
Property	Property	$1,128,824
	Contractors Equipment	79,328
	EDP	40,725
25Prop 053	**Total Property Premium Due**	$1,248,877
Liability	Automobile	
	Auto Liability	$49,262
	Auto Physical Damage	100,108
	General Liability	404,361
	Liquor Liability	0
	Law Enforcement Liability	164,699
	Public Officials Liability	197,447
	Total Liability	$915,877
	Less 25% Discount	-228,969
	Plus Premium for Increased Limit – Law Enforcement	16,260
	Plus Premium for Increased Limit – Public Officials	9,323
25Liab 055	**Net Liability Premium Due**	$712,491
Workers' Compensation	Workers' Compensation	$366,597
	Less 75% Discount	-274,948
25WC 054	**Net Workers' Compensation Premium Due**	$91,649
	Total NMSIF Renewal Premium Due	$2,053,017

Passthrough Coverage

Reference #	Coverage	Premium
	Airport	$0
	Cyber	$0
25EmpDsh 045	Employee Dishonesty	$3,031
25Arts 012	Fine Arts	$51
	Storage Tank Liability	$0
25Vol 053	Volunteer Accident	$122
	Volunteer Firefighter Accident	$0
	Total NMSIF Renewal & Passthrough Premiums Due	$2,056,221

Notes:

- *NMSIF Property and Liability renewal premiums are due in full upon receipt of invoice. Worker Compensation renewal premium may be split in 2 payments, the 1st due within 30 days of receipt, the 2nd due by 12/31/24.*
- *Passthrough coverage premium is due in full upon receipt of invoice.*

Remit Payment to:

New Mexico Self Insurers' Fund
PO Box 846
Santa Fe, NM 87504-0846

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 11, 2024

Date Submitted: 8/30/24 **Department:** Public Works

Item/Topic: Discussion of an agreement signed by the City of Las Vegas and John Kretz in December 4, 1995 for easement of property for a sanitary sewer and storm drain system. Commitment by the City of Las Vegas has not been fulfilled as per agreement.

Fiscal Impact: None

Attachments: Easement agreement, engineers estimate and map of location.

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

GRASSY PROPERTY

5973

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that John L. Kretz, and Alison Kretz, husband and wife hereinafter called "Grantors", grant to the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called "Grantee" the right to use for the purpose of surface and subsurface drainage, a parcel of land within the City of Las Vegas, and within the County of San Miguel, State of New Mexico, described as follows:

> Beginning at the northeasterly corner of the property. Thence going S 33 degrees 22 minutes 04 seconds, E, along the westerly boundary line of Eight Street, a distance of 156.92 feet to the northeasterly corner and TRUE POINT OF BEGINNING of this drainage easement. Thence going S 60 degrees 51 minutes 15 seconds W, a distance of 1,501.06 feet. Thence N 29 degrees 8 minutes 45 seconds W, a distance of 5.00 feet. Thence S 60 degrees 51 minutes 15 seconds W, a distance of 111.94 feet to the northwesterly corner of this easement, and easterly boundary Right-of-Way line of Old National Road. Thence going along said Right-of-Way line of Old National Road and westerly boundary line of said Kretz property, S 52 degrees 57 minutes 19 seconds E, a distance of 63.59 feet to the southwesterly corner of this easement. Thence N 61 degrees 11 minutes 30 seconds E, a distance of 394.45 feet. Thence S 29 degrees 08 minutes 45 seconds E, a distance of 5.00 feet, thence N 60 degrees 51 minutes 15 seconds E, a distance of 1051.82 feet. Thence N 29 degrees 08 minutes 45 seconds E, a distance of 5.00 feet. Thence N 60 degrees 51 minutes 15 seconds E, a distance of 144.76 feet, to the

southeasterly corner of this easement and westerly Right-of-Way line of Eight Street. Thence going along said Right-of-Way line and easterly boundary line of this property, N 33 degrees 22 minutes 04 seconds W, a distance of 50.14 feet to the northeasterly corner and TRUE POINT OF BEGINNING of this easement.

See attached Exhibit "A", which is a drawing of the easement and the adjacent property owned by Grantor, which exhibit is by reference incorporated herein.

This grant is made on the following terms and conditions:

1. This easement is for the benefit of and specifically for use as an open drainage ditch and future underground storm drain system and utility easements for the North Eighth Street area of Las Vegas, New Mexico.

2. Grantor agrees to allow said open drainage area to exist in its present condition until such time as the Grantee installs an underground storm drain system. Meanwhile, the Grantee will maintain the open drainage area so as to avoid continued erosion of this property. The Grantee shall install an underground storm drain through the easement when funds are available and allocated for this particular project no later than December 31, 1998.

3. Grantor will have access for drainage purposes to the described storm drain after it is installed. No fees shall be charged to the Grantor for the use of this storm drain.

4. In consideration for the granting of this easement, Grantee shall install an eight inch (8") sanitary sewer main within the easement to serve the property of Grantor which sanitary sewer main may extend the length of the easement. The only fee to Grantor for installion of the described sewer main shall be the City tapping fee. The installation of this sewerline shall be completed after the subdivision plat of the property shown in Exhibit "A" is approved or no later than June 31, 1996.

This Grant of Easement shall remain effective as a drainage easement and utility easement until such time as the Grantor or his successors or assigns subdivide the property shown in Exhibit "A" herein, at which time the area described in this easement shall be platted as a City street and, thereafter, said street shall become the property of the City of Las Vegas pursuant to its subdivision ordinances.

IN WITNESS WHEREOF, Mr. John L. Kretz, and Mrs. Alison Kretz, has executed this instrument at Las Vegas, New Mexico, on this 12th day of Dec, 1995.

John L. Kretz

Alison Kretz

STATE OF NEW MEXICO)
)ss
COUNTY OF SAN MIGUEL)

On this 4th day of December, 1995, before me personally appeared John L. Kretz, to me known to be the person described in and who execute the forgoing instrument, and acknowledge to me that he executed the same as his free act and deed, and further acknowledges to me that he has read the same, knows and understands its contents.

IN WITNESS WHEREOF, I have here unto set my hand and seal of said Court this _____ day of _____, 199__.

Notary Public

MY COMMISSION EXPIRES: 04/16/97

Alison Kretz

STATE OF NEW MEXICO)
)ss
COUNTY OF SAN MIGUEL)

On this 4th day of December, 1995, before me personally appeared Alison Kretz, to me known to be the person described in and who execute the foregoing instrument, and acknowledge to me that she exeuted the same as her free act and deed, and further acknowledges to me that she has read the same, knows and understands its contents.

IN WITNESS WHEREOF, I have here unto set my hand and seal of said Court this _____ day of _____, 199__.

Notary Public

MY COMMISSION EXPIRES: 04/16/97

IN WITNESS WHEREOF, the City of Las Vegas hereby executes this Grant of Easement on this _____ day of _____, 1995, by and between the City and John & Alison Kretz.

CITY OF LAS VEGAS:

Tony Martinez, Jr., Mayor

ATTEST:

Carmen Gonzales, City Clerk

REVIEWED AND APPROVED:

Les Montoya, City Manager

Beatriz Martinez-Garduno
City Attorney

Benny Romero, Public Facilities Director

Andrew Jaramillo, Waste Water Director

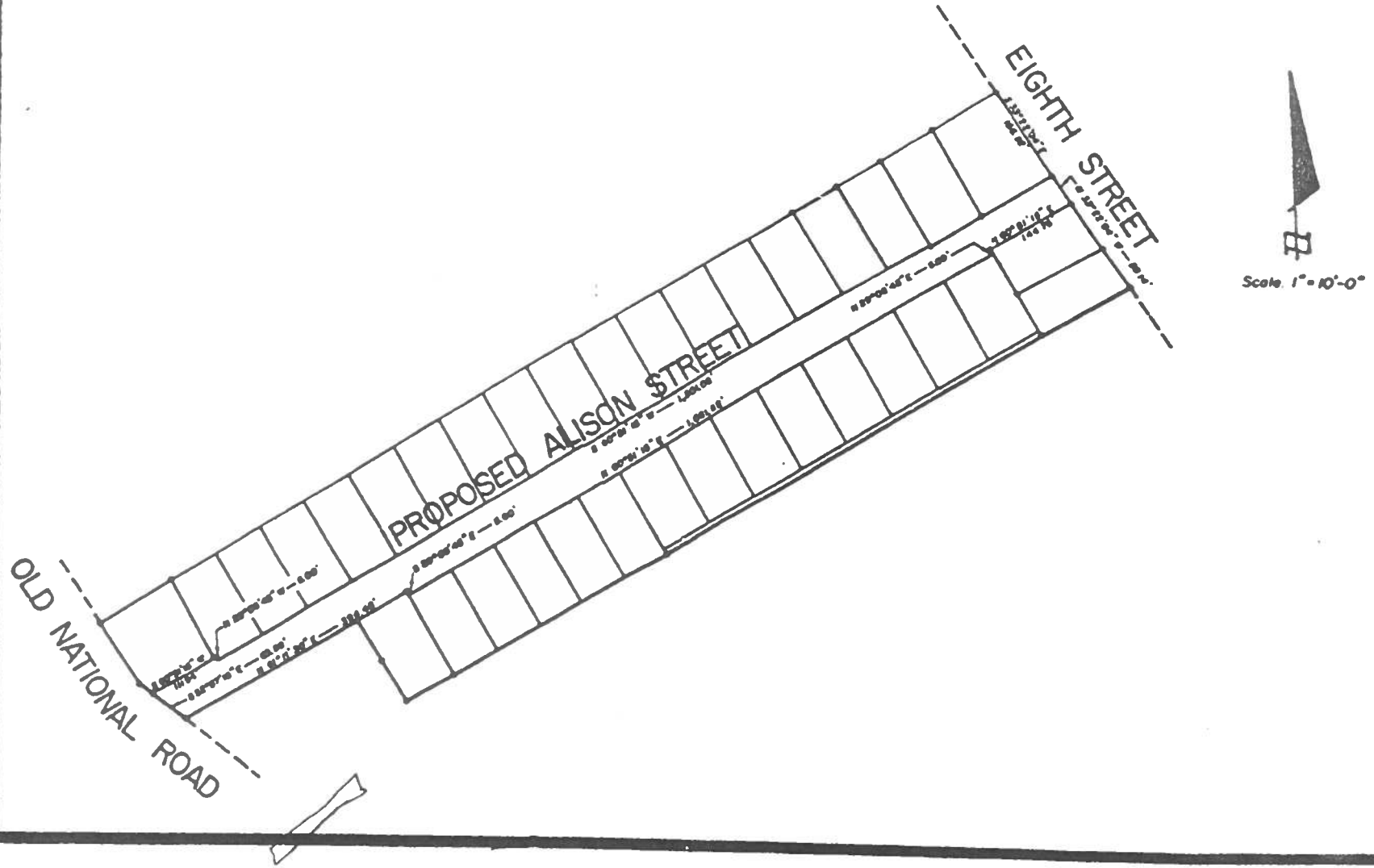
STATE OF NEW MEXICO)
County of San Miguel) ss
I hereby certify that this instrument was filed for record on the

DEC 04 1995

at 2:11 o'clock A M and was duly recorded in Book 236 of misc page 1972
Witness my hand and seal of office
Rebecca A. Medina County Clerk
By: Margie Apodaca Deputy

PROPOSED DRAINAGE EASEMENT

J.L. Kretz
Subdivision



CITY OF LAS VEGAS, NEW MEXICO

Allison Street Storm Drain Project - Conceptual Cost Estimate

Engineer's Opinion of Probable Construction Cost

6/5/2024

SEQ. NO.	NMDOT ITEM NO.	DESCRIPTION	UNIT	QUANITITY	UNIT PRICE	AMOUNT
2	207000	Subgrade Preparation - 12"	SY	350	$ 12.00	$ 4,200.00
3	303160	Base Course - 6"	SY	350	$ 20.00	$ 7,000.00
4	416000	Minor Paving - 3-1/2"	SY	350	$ 40.00	$ 14,000.00
5	570425	18" Storm Drain Pipe	LF	100	$ 135.00	$ 13,500.00
6	570437	24" Storm Drain Pipe	LF	2,000	$ 150.00	$ 300,000.00
7	601000	Removal of Structures and Obstructions	LS	1	$ 15,000.00	$ 15,000.00
8	601110	Removal of Surfacing	SY	350	$ 10.00	$ 3,500.00
9	603270	SWPPP Plan Preparation	LS	1	$ 3,500.00	$ 3,500.00
10	603280	SWPPP Management & Maintenance	LS	1	$ 5,000.00	$ 5,000.00
11	618000	Traffic Control Management	LS	1	$ 10,000.00	$ 10,000.00
12	621000	Mobilization	LS	1	$ 25,000.00	$ 25,000.00
13	623393	Double Type D 0' TO 4'	EA	3	$ 20,000.00	$ 60,000.00
14	662048	Manhole Type C - 4' Diameter over 0' to 6' Depth	EA	3	$ 15,000.00	$ 45,000.00
15		Utility Relocation Allowance	Allow	1	$ 30,000.00	$ 30,000.00
16		Laboratory Testing Allowance	Allow	1	$ 20,000.00	$ 20,000.00
17	702810	Traffic Control Devices for Construction	LS	1	$ 5,000.00	$ 5,000.00
18	801000	Construction Staking By the Contractor	LS	1	$ 20,000.00	$ 20,000.00
					SUBTOTAL CONSTRUCTION COST	$ 580,700.00
					SURVEY & ENGINEERING @ 20%	$ 116,140.00
					NMGRT @ 8.1458%	$ 47,302.66
					TOTAL CONSTRUCTION COST	$ 744,142.66

Allison Street SD System

Vicinity Map

CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: September 11, 2024

Date Submitted: 8/30/24 **Department:** Human Resources

Item/Topic: Consideration of the American Federation of State, County and Municipal Employees (AFSCME) Local 2851 Agreement. The City of Las Vegas has completed contract negotiations for FY2025 with the American Federation of State, County and Municipal Employees (AFSCME), Local 2851. Article 5 (Union Rights), Article 19.5.1 (Holiday Leave), Article 20 (Holidays), Article 36 (Increment Pay/Longevity), Article 37 (Compensation), and Article 41 (Term of the Agreement) were the subject of this year's negotiations. AFSCME Local 2851 have successfully approved and ratified the Tentative Agreements (TA's).

Fiscal Impact: There will be no budget impact for FY25.

Attachments: Collective Bargaining Agreement (redlined & final).

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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