



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
June 26, 2024–Wednesday– 5:30 p.m.
San Miguel County Chambers
500 W. National Avenue
Las Vegas, NM 87701**

AGENDA

*City Council Meetings are
Available via YouTube*

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **MAYOR’S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
 - Recognition Certificates for RHS Championship Athletes
 - Proclamation for “Juan Ortega”
 - Creation of Economic Development Committee and appointment of the following individuals: Matt Martinez, Michael Quintana, David Valdez, Andrea Encinias and Jeff Salman
 - Appointment of Travis Regensberg to the Board of Adjustment and Planning & Zoning Committee
 - Appointment of Joseph Dominguez to the Charter Commission

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

VIII. COUNCILORS' REPORTS

IX. POLICE CHIEF'S REPORT

X. FINANCE REPORT

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

- Presentation by Amina Sena, District Ranger for the Pecos Las Vegas, Ranger District with the Forest Service speaking on the good work they have been doing and what their plans are with the Hermit's Peak Calf Canyon Recovery Environmental Assessment (EA) and would like to hear from the Governing Body on what they see as the critical needs in the recovery efforts post fire.
- Presentation by Travis Martinez, Interim Utilities Director on the diversion sediment removal project. The project is being conducted by Tierra Y Montes and the National Resource Conservation Service.
- Presentation by Travis Martinez, Interim Utilities Director on the Lead and Copper Act and a status update.

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 #3991-23 with Bohannon Huston for water treatment plant facility planning design and construction.

Travis Martinez, Interim Utilities Director RFP #2023-24 was awarded on 8/3/23. Contract #3991-23 was signed on 8/3/23. The extended term of this agreement will be for 1 year.

2. Request approval of Addendum #1 to Contract #3996-23 with Stantec Consulting for design services on sewer repairs and replacement projects.

Travis Martinez, Interim Utilities Director RFP #2023-15 was awarded on 8/8/23. Contract #3996-23 was signed on 8/8/23. The extended term of this agreement will be for 1 year.

3. Request approval of Addendum #3 to Contract #3783-21 with Molzen Corbin & Associates for professional engineering services for solid waste.

Travis Martinez, Interim Utilities Director RFP #2021-24 was awarded on 8/18/21. Contract #3783-21 was signed on 8/18/21. The extended term of this agreement will be for 1 year.

4. Request approval of Addendum #3 to Contract #3786-21 with Souder, Miller & Associates for professional engineering services for solid waste.

Travis Martinez, Interim Utilities Director RFP #2021-24 was awarded on 8/18/21. Contract #3786-21 was signed on 8/31/21. The extended term of this agreement will be for 1 year.

XIII. BUSINESS ITEMS

1. Discussion and Ranking of the top 10 Infrastructure Capital Improvement Plan (ICIP) projects.

Robert Archuleta, City Project Consultant Annually the City Council will review and rank the top ten projects on the ICIP. Ranking sets the project priority for possible future funding.

2. Request approval of Resolution No. 24-18 adopting an infrastructure Capital Improvement Plan (ICIP).

Robert Archuleta, City Project Consultant A resolution is adopted annually ranking the City's top projects on the ICIP.

3. Request Selection and Approval to award Audit Contract for Fiscal Year 2024, and subsequent years, financial audit for the City of Las Vegas to one of the two top proposers, Patillo, Brown and Hill or The Jaramillo Accounting Group.

Morris Madrid, Finance Director An Audit Proposal Review Committee was formed and proposals received in response to the Request for Proposals (RFP) were rated and ranked by the Committee. Primarily based upon qualifications, experience and price, the Committee recommends, on an equal level, either the firm of Patillo, Brown, and Hill or the Jaramillo Accounting Group.

4. Request approval of Grant Agreement Amendment Number One with the NM Department of Finance and Administration Local Government Division Community Development Block Grant No. 21-C-NR-I-01-G-03.

Morris Madrid, Finance Director The amendment provides an additional \$511,600.00 funding and extends the Hot Springs Blvd. project deadline until December 5, 2024.

5. Request approval of Resolution 24-17 to accept supplemental funding that was available through DFA for the short falls of CDBG projects in order to complete projects that were over budget during the bid process, the amount being \$511,600.00.

Arnold Lopez, Public Works Director The amount of funding requested will be used for the completion of construction from Mills Avenue to Mora Street on Hot Springs Blvd. There is no City match requirements for the additional funding.

6. Request approval to enter into a Memorandum of Understanding (MOU) with Tierra Encantada Farmers Market for the term of 1 year, July 1, 2024 through July 1, 2025.

Lucas Marquez, Community Development Director The purpose of the MOU is for the City to provide space, and the Market to provide payment to the City for the use of the facility located at 2523 Hot Springs Blvd.

7. Request approval of Resolution No. 24-16, a resolution establishing reasonable notice of City Council Meetings in compliance with the Open Meetings Act (OMA).

Casandra Fresquez, City Clerk As per the OMA, a resolution is required annually. This resolution repeals and replaces all previous City of Las Vegas resolutions regarding “Reasonable notice of City Council Meetings in compliance with the open meetings act”. Only those Boards, Commissions and Committees that are subject to OMA are listed on the Open Meetings Act Resolution which is effective July 1, 2024.

8. Update and Possible Direction on City investments.

Mayor David Romero The Mayor and Council need an update from the Finance Department regarding the status of City investments.

9. Discussion/Possible Direction regarding the Fiesta Committee.

Mayor David Romero The Mayor and Council would like to have discussion regarding the Fiesta Committee.

10. Review/Discussion and Approval regarding City Hall repair costs.

Tim Montgomery, City Manager and Adrian Jaramillo, Safety Officer The Mayor and Council need to be updated on the City Hall repair costs.

XIV. EXECUTIVE SESSION

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. 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 arrangement may be made.

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

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



POLICE DEPARTMENT
Chief Caleb Marquez

MONTHLY REPORT
May 2024

OPERATIONAL UPDATE(S):

I. Field Operations Division (Patrol) dates from May 01 thru 31, 2024.

- a. 166 Traffic Citations
- b. 4 Non-Traffic Citations
- c. 13 Parking Citations
- d. 37 Arrests Made
- e. 6 Burglary calls 2 offense incident reports made from the 6 burglary calls
- f. 10 Animal Control
- g. 946 Calls for Service

II. Communication Division (Dispatch) From May 01 thru 31, 2024.

- 1. 944 incoming calls for Police Department
- 2. 74 incoming calls for Fire Department
- 3. 161 incoming calls for AMR Medic
- 4. 40 Animal Control incoming calls for service
- 5. 32 incoming On-call for City service
- 6. 647 incoming calls for 9-1-1
- 7. 1120 TOTAL calls for service

III. Animal Care Center Statistics from May 01 thru 31, 2024.

	<u>Dogs</u>	<u>Cats</u>	<u>Total</u>
Beginning Shelter count 5/1/2024	<u>56</u>	<u>18</u>	<u>74</u>
❖ <u>Intake from Public (Live Dogs & Cats only)</u>	<u>40</u>	<u>13</u>	<u>53</u>
❖ <u>Adoptions</u>	<u>5</u>	<u>1</u>	<u>6</u>
❖ <u>Outgoing Transfers to Organizations outside Community /Coalition</u>	<u>21</u>		<u>21</u>
❖ <u>Return to owner/Guardian</u>	<u>4</u>		<u>4</u>
Dogs & Cats Euthanized			
❖ <u>Healthy (owner request Euthanasia)</u>	<u>1</u>		<u>1</u>
❖ <u>Treatable & Manageable</u>	<u>1</u>		<u>1</u>
❖ <u>Unhealthy & Untreatable</u>	<u>1</u>	<u>3</u>	<u>4</u>
❖ <u>Died/Lost in Shelter/Care</u>	<u>3</u>	<u>1</u>	<u>4</u>
❖ <u>Ending Shelter Count</u>	<u>60</u>	<u>26</u>	<u>86</u>



POLICE DEPARTMENT
Chief Caleb Marquez

May Events:

- May 7th Finals Week for NMHU - shelter dogs at Melody Park.
- May 16th Conference on the Connection between Animal Abuse /Cruelty and Other Violent Behavior - (shelter has a small presentation)
- May 18th and 19th - Annual Fearful Feral Dog Workshop in partnership with Friends of San Miguel County Animals
- ACC Manager completed online management course through Oxford Home Study

Upcoming Events for June:

- ❖ June 4th and 5th: ACC Manager and one kennel tech will be attending a training in Abq conducted by ASPCA for animal cruelty/neglect investigations for law enforcement, veterinarians, and animal shelters.
- ❖ (Tentatively starting June 8th)- Adoption events every other weekend.

IV. Information Division (Records) numbers only reflect items processed from May 01 thru 31, 2024.

- a. 110 Offense Incident Reports closed
- b. 38 Traffic accident reports closed
- c. 194 Citations were entered
- d. 144 Customers attended
- e. 289 Documents Scanned
- f. 17 City of Las Vegas IPRA's Completed

Information Division (Records) continuing to work on:

- o Indexing 2013-2017 reports for destruction order 2023
- o Attended Releasing and Redacting Law Enforcement Records
- o Continuing Training New Employee

V. Street Crimes- Investigations/Narcotics/Evidence Sections for the month of May 01 thru 31, 2024.

Street Crimes Unit Cases:

- a. 10 Assigned Cases (Investigated for follow-up)
- b. 16 Self Initiated
- c. 13 Arrests Made
- d. 1 Search Warrants
- e. 9 Closed Cases



POLICE DEPARTMENT
Chief Caleb Marquez

Evidence Seized by Investigators

- a. 1 gram Methamphetamine
- b. 34 Fentanyl pill
- c. 15 Other Prescription Pills
- d. 3 Suboxone Strips

Meetings attended by Street Crimes Unit:

- ☐ District Court
- ☐ Magistrate Court
- ☐ Safe House Interviews
- ☐ MDT Meetings

VI. Evidence Seized by Agents/Investigations/Police Officers throughout the month of May 01 thru 31, 2024.

Evidence:

- a. 80 Evidence Cases In
- b. 108 Evidence Items Turned In
- c. 1 Items Property Released
- d. 33 Cases at NMDPS Lab/Cases at APD Lab 3
- e. 3 Cases at NMRCFL
- f. 1.31 Grams Methamphetamine (Patrol)
- g. 27 IPRA Request CD-R/DVD-R
- h. 3 Pills Fentanyl

- ❖ Detectives answered 37 calls for service during the month of May. The May stats do not include Detective Fasanella.

VII. Travel/Training for the month of May 01 thru 31, 2024.

Travel/Training attended:

INFORMATION ONLY TRAVEL -

- Police Department had four (4) information travel for the month of May



POLICE DEPARTMENT
Chief Caleb Marquez

Training Attended:

(2) Police Personnel attended training on May 2, 2024 in Santa Fe, NM for the General Instructor Update Course.

(2) Police Personnel attended training on May 7-9, 2024 in Santa Fe, NM for Less than Lethal Instructor Course.

(1) Police Personnel attended training on May 15-16, 2024 in Albuquerque, NM for the Grant Coordination Symposium.

(2) Police Personnel attended training on May 19-24, 2024 in Albuquerque, NM for the Instructor Development Course.

VIII. Recruiting & Vacancies for the month of May 01 thru 31, 2024.

Recruitment:

Lieutenant David Lautalo has put together an Active Recruitment list for the month of May 2024.

- ⇒ **Police Officers-** Nine (9) applicants are interested in the vacant position of police officer. Out of the nine (2) were hired. (1) on 5/13/24 as a certified police officer and (1) on 5/20/24 as non-certified police officer.
- ⇒ **Communication Specialist-** Two (2) applicants are interested in the vacant positions of Communication Specialist (Dispatcher).

During the month of May 2024, one (1) physical assessment and written test was conducted for (1) police officer candidate. Two (2) applicants are currently in the background phase.

No recruitment events were scheduled for the month of May.

Several applicants were contacted and were emailed the LVPD packets/application. Several applicants were removed from the recruitment list due to no communication with the recruitment and/or disclosed other employment accepted.

Starting May 20, 2024 the LVPD has been conducting Recruit In-Service Training for new police recruit.



POLICE DEPARTMENT
Chief Caleb Marquez

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IX. Community Events where officers assisted with traffic control or participated on the event:

- ⇒ Career Day at Union Elementary 5/2/23 8-30a-12:00p.
- ⇒ 73rd Annual Day of Prayer 5/2/23 12:00p-1:00p.
- ⇒ Music in the Park 5/3/24 5:00p-9:00p.
- ⇒ Re-Force Resource Fair 5/4/24 9:30a-4:30p.
- ⇒ Music in the Park 5/10/24 5:00p-9:00p.
- ⇒ Mothers Day Concert 5/12/24 12:00p-6:00p.
- ⇒ Noches de Familia 5/14/24 5:30p-7:30p.
- ⇒ Music in the Park 5/17/24 5:00p-9:00p.
- ⇒ Music in the Park 5/24/24 5:00p-9:00p.
- ⇒ Special Olympics 5/29/24
- ⇒ Special Olympics Torch Run 5/30/24
- ⇒ Music in the Park 5/31/24 5:00p-9:00p.

Vacancies as of May 2024:

- a. 1 Police Commander
- b. 2 Police Lieutenant (Field Ops)
- c. 1 Police Sergeant (Field Ops)
- d. 2 Investigator
- e. 1 Narcotics Agent Sergeant(supervisor)
- f. 1 Narcotics Agent
- g. 11 Police Officers
- h. 3 Communication Specialist (Dispatcher) full time
- i. 2 Communication Specialist (Dispatcher) Part- time
- j. 1 Communications Manager
- k. 2 Animal Control Officer
- l. 1 Full-time Animal Care Tech (Animal Care Center)

Total: 28 vacancies

**GENERAL FUND REVENUE COMPARISON
THRU MAY 31, 2024 - 92% YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2024**

Total Budget to Actual Comparison

	A	B	C	D	E	G
	FY 2023	FY 2024	FY 2024	FY 2023	FY 2024	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	FY 2024
PROPERTY TAX	1,902,979	1,530,000	1,402,500	1,398,100	1,465,973	96%
GROSS RECEIPT TAX 1.225	4,602,302	4,720,000	4,326,667	4,318,744	4,800,485	102%
FRANCHISE TAX	972,317	900,000	825,000	835,749	759,669	84%
GROSS RECEIPT TAX .75	3,175,102	3,100,000	2,841,667	2,831,963	3,147,859	102%
1/8 INFRASTRUCTURE	482,269	500,000	458,333	447,748	495,362	99%
GRT .25 (JAN 2011)	1,698,315	1,300,000	1,191,667	1,190,786	1,288,046	99%
INTERSTATE TELECOM/COMP TA	0	0	0	146,799	90,416	#DIV/0!
LICENSE & FEES	81,674	64,000	58,667	53,511	83,027	130%
INTERGOVERNMENTAL	92,694	85,000	77,917	75,920	76,287	90%
LOCAL-FINES	137,559	121,000	110,917	68,605	80,993	67%
LOCAL-MISC	2,261,547	2,235,663	2,049,358	1,759,927	2,400,614	107%
TOTAL	15,406,758	14,555,663	13,342,691	13,127,852	14,688,730	101%

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

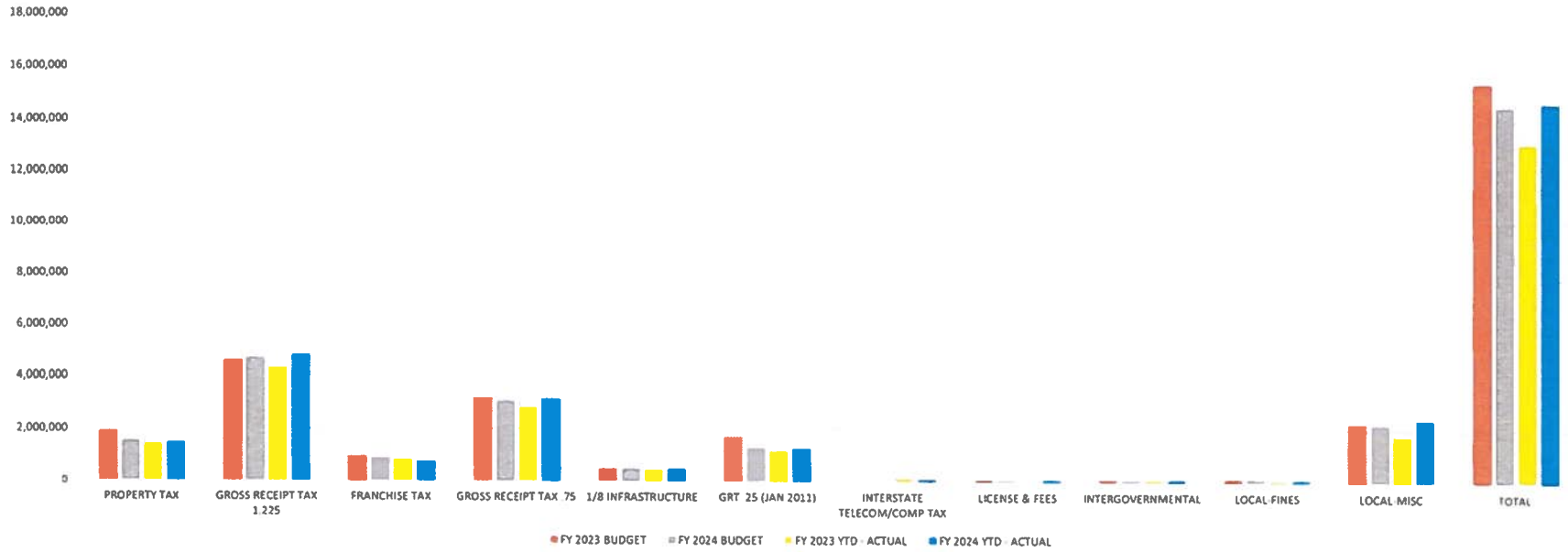
FISCAL YEAR 2024

Total Budget to Actual Comparison

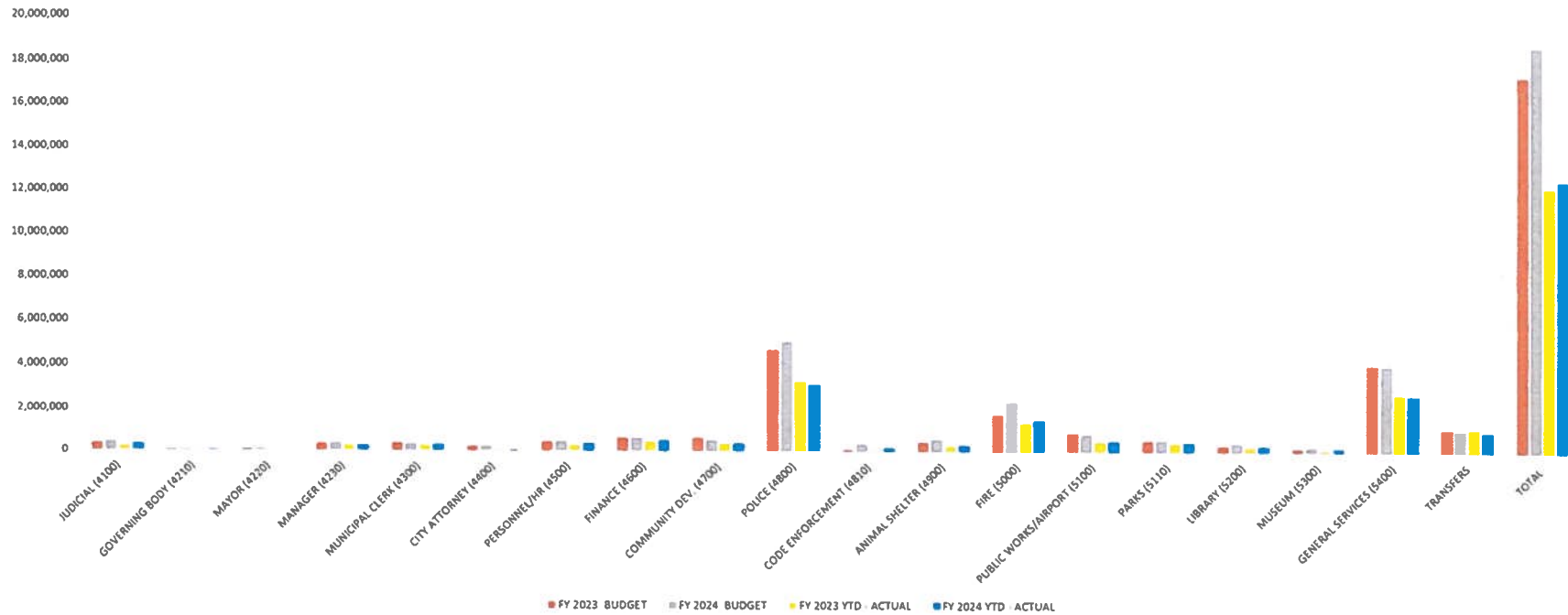
	A	B	C	D	E	F	H
	FY 2023	FY 2024	FY 2024	FY 2023	FY 2024	FY 2024	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	AVAIL. BAL.	%
							BDGT
JUDICIAL (4100)	353,638	428,159	392,479	230,828	316,576	111,583	74%
GOVERNING BODY (4210)	65,264	66,870	61,298	53,850	49,688	17,182	74%
MAYOR (4220)	87,975	83,882	76,892	11,825	18,860	65,022	22%
MANAGER (4230)	357,321	371,780	340,798	274,720	268,379	103,401	72%
MUNICIPAL CLERK (4300)	389,766	329,540	302,078	274,526	295,135	34,405	90%
CITY ATTORNEY (4400)	238,356	238,748	218,852	63,403	59,270	179,478	25%
PERSONNEL/HR (4500)	452,666	468,198	429,182	296,715	373,310	94,888	80%
FINANCE (4600)	636,982	643,295	589,687	478,954	541,753	101,542	84%
COMMUNITY DEV. (4700)	645,050	555,983	509,651	378,313	388,679	167,304	70%
POLICE (4800)	4,692,127	5,057,092	4,635,668	3,267,192	3,119,397	1,937,695	62%
CODE ENFORCEMENT (4810)	126,509	360,177	330,162	58,470	196,650	163,527	55%
ANIMAL SHELTER (4900)	474,167	586,559	537,679	282,872	319,993	266,566	55%
FIRE (5000)	1,727,799	2,322,392	2,128,859	1,374,881	1,508,245	814,147	65%
PUBLIC WORKS/AIRPORT (5100)	892,831	871,430	798,811	523,465	521,271	350,159	60%
PARKS (5110)	546,837	574,355	526,492	444,525	460,971	113,384	80%
LIBRARY (5200)	328,032	432,142	396,130	270,244	294,708	137,434	68%
MUSEUM (5300)	203,387	250,653	229,765	121,696	186,250	64,403	74%
GENERAL SERVICES (5400)	4,029,967	4,001,525	3,668,065	2,704,243	2,640,874	1,360,651	66%
TRANSFERS	1,099,309	1,024,309	938,950	1,099,309	938,694	85,615	92%
TOTAL	17,347,983	18,667,089	17,111,498	12,210,030	12,498,704	6,168,385	67%

Surplus to Date 2,190,025

GENERAL FUND REVENUE



GENERAL FUND EXPENSE



**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU MAY 31, 2024 - 92% YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2024**

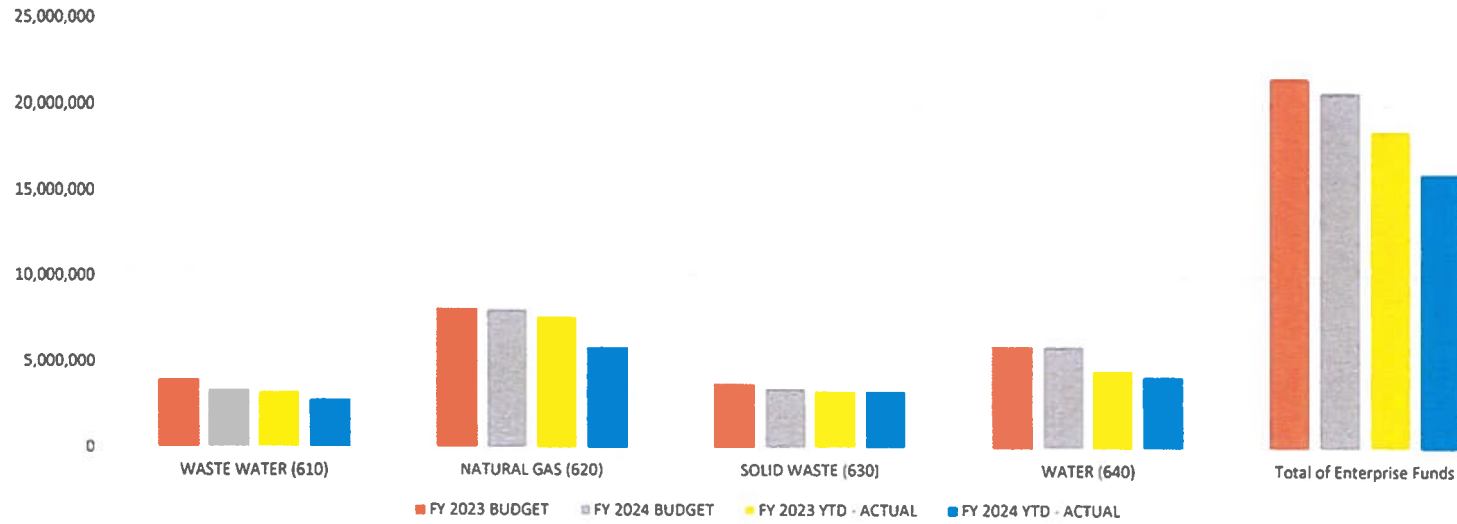
	<u>Total Budget to Actual Comparison</u>					G (E/B) % BUDGET
	A	B	C	D	E	
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	
WASTE WATER (610)	3,921,800	3,321,800	3,044,983	3,187,749	2,798,266	84%
NATURAL GAS (620)	8,037,000	8,037,000	7,367,250	7,600,021	5,806,238	72%
SOLID WASTE (630)	3,705,400	3,440,900	3,154,158	3,268,660	3,256,340	95%
WATER (640)	5,884,220	5,941,591	5,446,458	4,504,864	4,149,974	70%
Total of Enterprise Funds	21,548,420	20,741,291	19,012,850	18,561,293	16,010,818	77%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU MAY 31, 2024 - 92% YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2024**

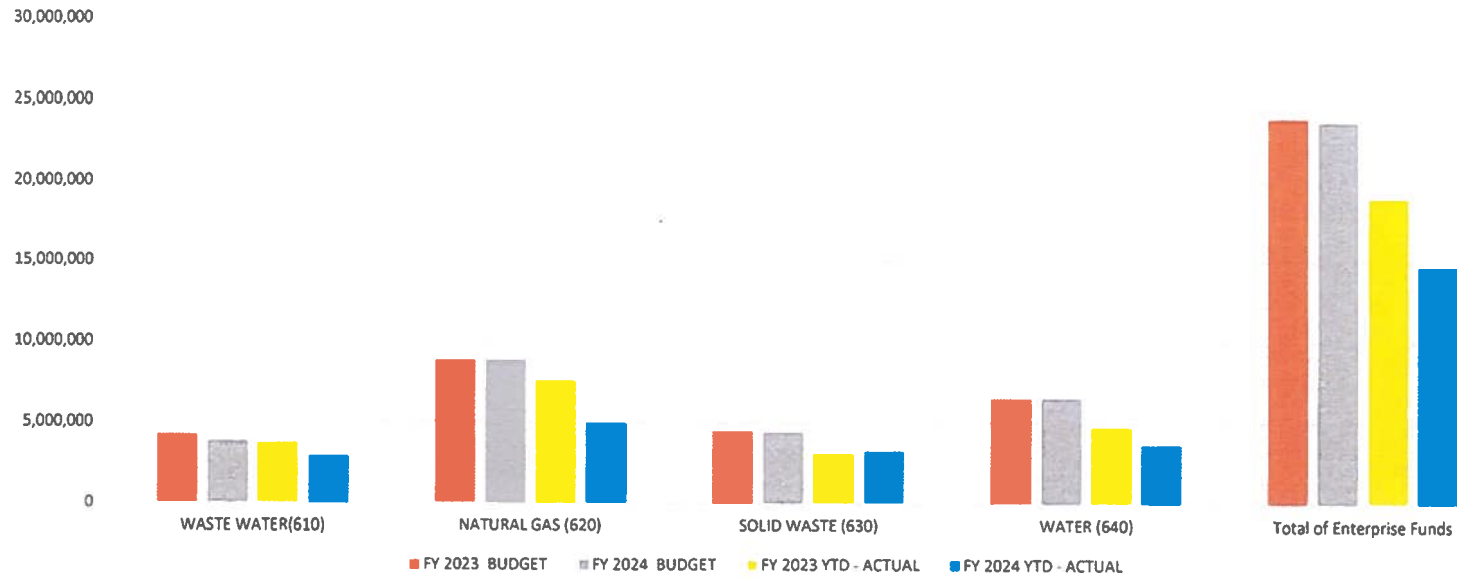
	<u>Total Budget to Actual Comparison</u>						H (E/B) % BUDGET
	A	B	C	D	E	F	
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
WASTE WATER(610)	4,205,635	3,841,266	3,521,161	3,668,182	2,924,840	916,426	(126,574) 76%
NATURAL GAS (620)	8,815,688	8,878,237	8,138,384	7,594,643	4,935,538	3,942,699	870,700 56%
SOLID WASTE (630)	4,468,402	4,438,168	4,068,321	3,092,938	3,228,235	1,209,933	28,105 73%
WATER (640)	6,442,186	6,543,218	5,997,950	4,688,272	3,584,310	2,958,908	565,664 55%
Total of Enterprise Funds	23,931,911	23,700,889	21,725,815	19,044,034	14,672,923	9,027,966	1,337,895 62%

Surplus to Date 1,337,895

ENTERPRISE REVENUE



ENTERPRISE EXPENSE



**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU MAY 31, 2024 - 92% YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2024**

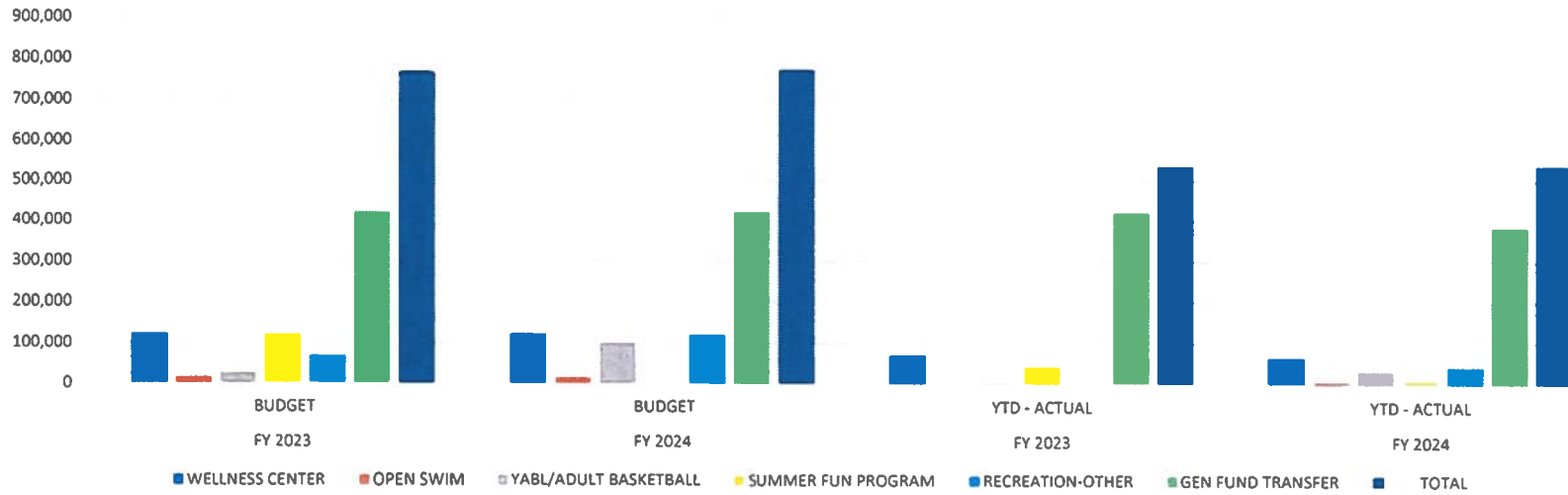
	A	B	C	D	E	G (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	% REV
WELLNESS CENTER	120,000	120,572	110,524	70,361	64,148	53%
OPEN SWIM	15,000	15,000	13,750	223	6,283	42%
YABL/ADULT BASKETBALL	25,000	100,000	91,667	2,085	31,365	31%
SUMMER FUN PROGRAM	120,000	0	0	40,519	9,326	#DIV/0!
RECREATION-OTHER	67,500	118,500	108,625	1,345	41,618	152,739 35%
GEN FUND TRANSFER	420,686	420,686	385,629	420,686	385,475	92%
TOTAL	768,186	774,758	710,195	535,218	538,214	69%

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU MAY 31, 2024 - 92% YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2024**

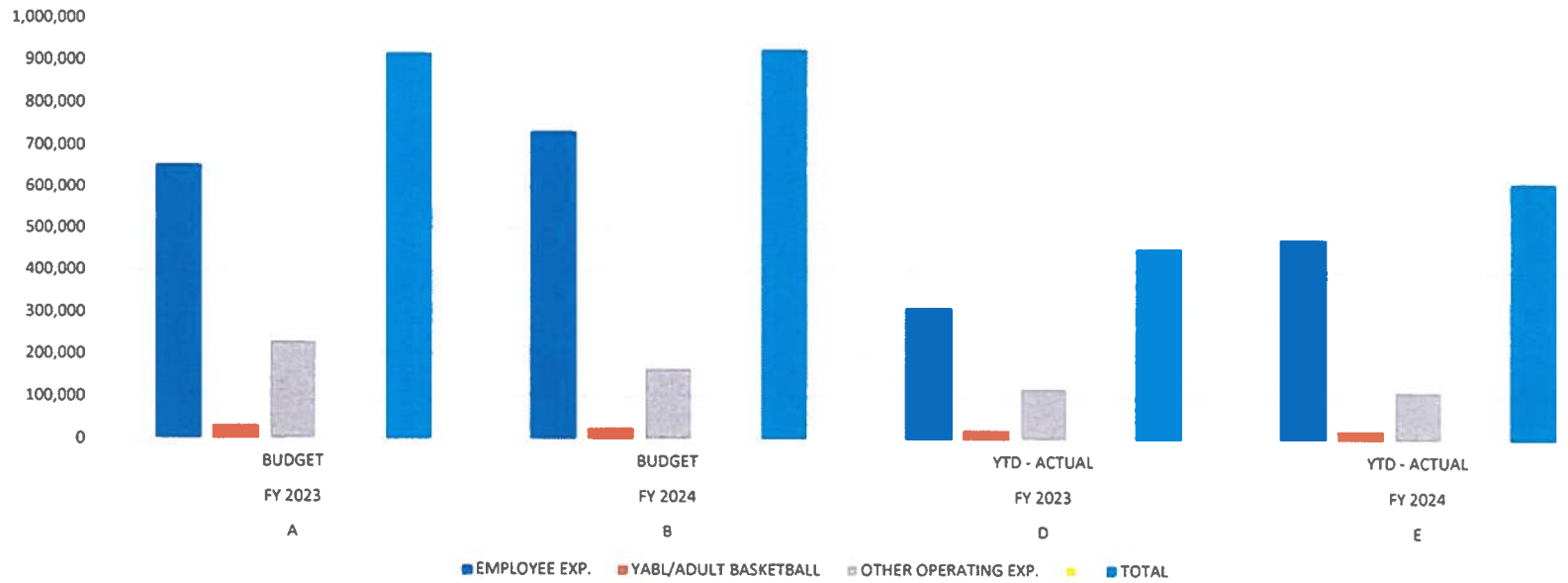
	A	B	C	D	E	F	H (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
EMPLOYEE EXP.	654,420	734,694	673,470	311,805	475,257	259,437	65%
YABL/ADULT BASKETBALL	32,500	26,200	24,017	22,421	23,052	3,148	88%
OTHER OPERATING EXP.	231,500	166,650	152,763	120,748	114,901	51,749	69%
			0	0			
TOTAL	918,420	927,544	850,249	454,974	613,210	314,334	66%

Deficit to date (74,996)

RECREATION CENTER REVENUE



RECREATION CENTER EXPENSE



**LODGERS TAX PROMOTION - REVENUE COMPARISON
THRU MAY 31, 2024 - 92% YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2024**

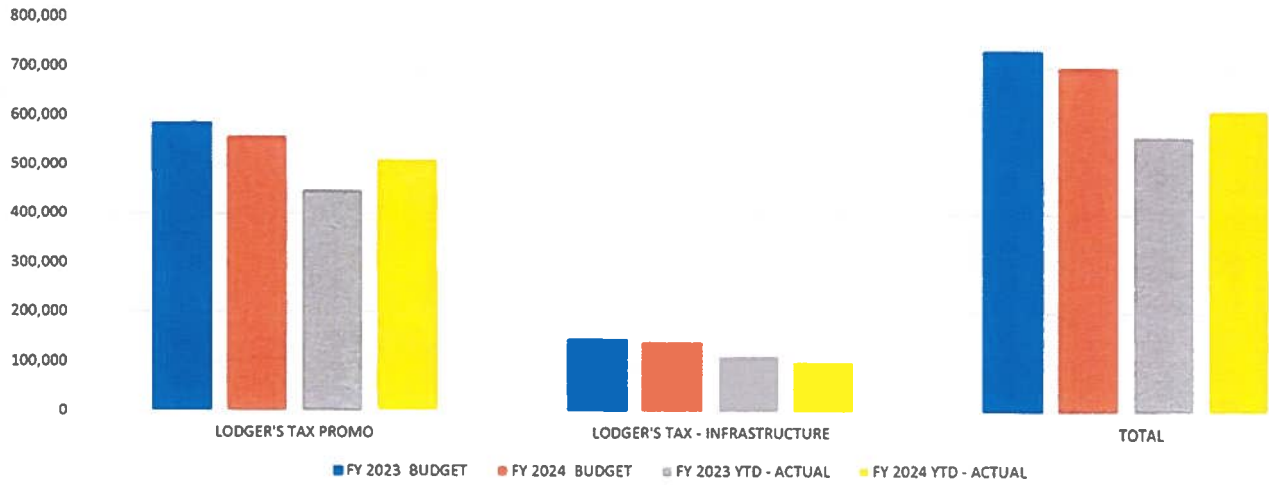
	A	B	C	D	E	G
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	(E/B) % REV
LODGER'S TAX PROMO	586,400	560,000	513,333	448,989	512,314	91%
LODGER'S TAX - INFRASTRUCTURE	146,600	140,000	128,333	112,247	100,672	72%
TOTAL	733,000	700,000	641,667	561,237	612,985	88%

**LODGERS TAX PROMOTION - EXPENDITURE COMPARISON
THRU MAY 31, 2024 - 92% YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2024**

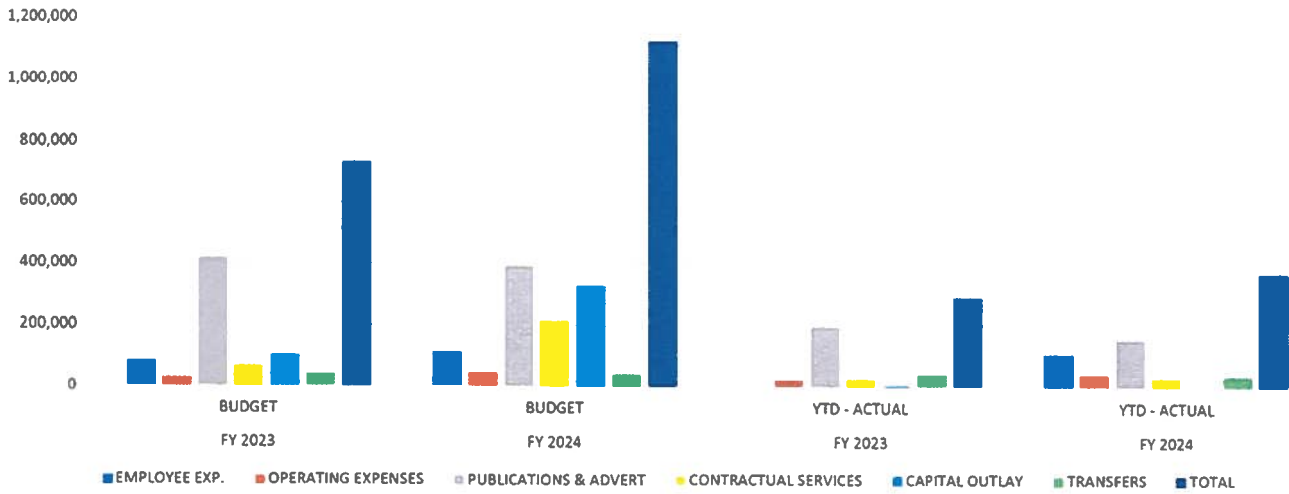
	A	B	C	D	E	F	H
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	(E/B) % BDGT
EMPLOYEE EXP.	80,700	109,108	100,016	0	104,608	4,500	0%
OPERATING EXPENSES	29,000	43,835	40,182	22,940	40,037	3,798	91%
PUBLICATIONS & ADVERT	417,300	391,649	359,012	196,082	154,837	236,812	40%
CONTRACTUAL SERVICES	66,000	212,400	194,700	25,000	32,000	180,400	15%
CAPITAL OUTLAY	100,000	328,008	300,674	5,804	0	328,008	0%
TRANSFERS	40,000	40,000	36,667	40,000	36,652	3,348	92%
TOTAL	733,000	1,125,000	1,031,250	289,826	368,134	756,866	33%

Surplus to date 244,852

LODGER'S TAX REVENUE



LODGER'S TAX EXPENSE



**CANNABIS - REVENUE COMPARISON
THRU MAY 31, 2024 - 92% YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2024**

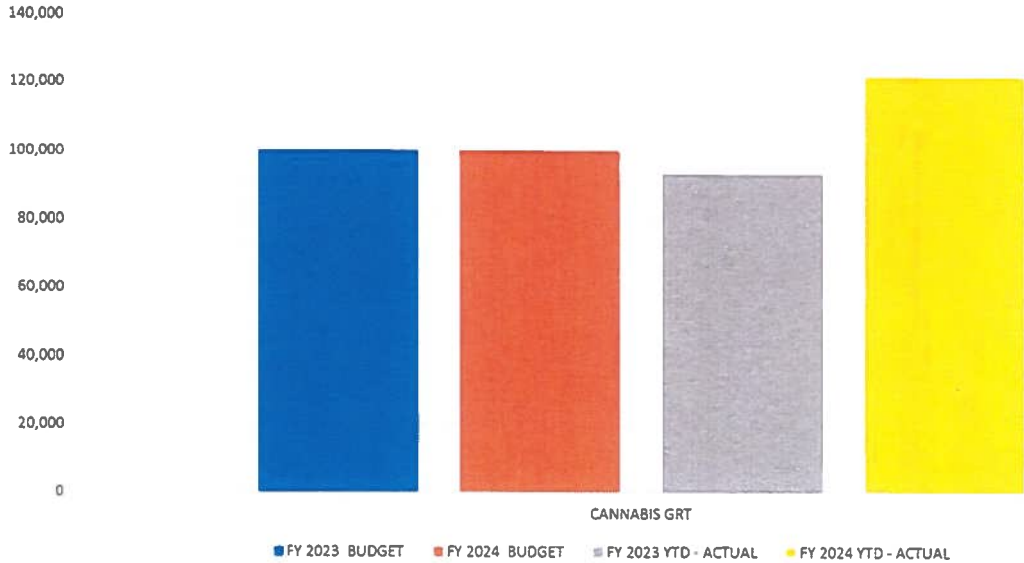
	A	B	C	D	E	G (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	% REV
CANNABIS GRT	100,000	100,000	91,667	93,366	121,553	122%
CANNABIS - CD	0	0	0	0	7,800	#DIV/0!
CANNABIS - PD	0	0	0	0	300	#DIV/0!
TOTAL	100,000	100,000	91,667	93,366	129,653	130%

**CANNABIS - EXPENDITURE COMPARISON
THRU MAY 31, 2024 - 92% YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2024**

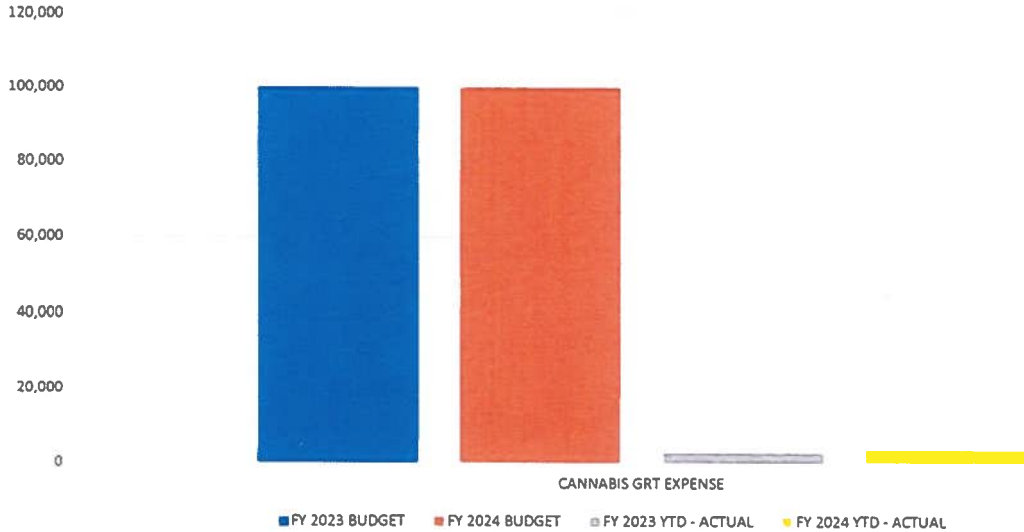
	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
CANNABIS GRT EXPENSE	100,000	100,000	91,667	2,801	3,361	96,639	3%
TOTAL	100,000	100,000	91,667	2,801	3,361	96,639	3%

Surplus to Date 126,293

CANNABIS REVENUE



CANNABIS EXPENSE



Fund: 101 - GENERAL

Revenue		Original Total Budget	Current Total Budget	Periodicity	Fiscal Activity
101-0000-410-5101	PROPERTY TAXES	1530000	\$ 1,530,000.00	\$ 144,355.94	\$ 1,485,972.52
101-0000-410-5103	GROSS RECEIPTS TAX 1 225	4720000	\$ 4,720,000.00	\$ 490,518.03	\$ 4,800,485.33
101-0000-410-5104	FRANCHISE TAX	900000	\$ 900,000.00	\$ 76,337.01	\$ 759,668.73
101-0000-410-5113	MUNICIPAL GROSS TAX 75	3100000	\$ 3,100,000.00	\$ 321,651.17	\$ 3,147,859.23
101-0000-410-5114	MUNICIPAL GRT 25%	1300000	\$ 1,300,000.00	\$ 127,963.90	\$ 1,288,045.65
101-0000-410-5116	INTERSTATE TELECOM (ITG)	0	\$ -	\$ 158.05	\$ 1,929.25
101-0000-410-5117	COMPENSATION TAX (CMP)	0	\$ -	\$ 6,302.29	\$ 88,486.48
101-0000-420-5201	BUSINESS REGISTRATION	50000	\$ 50,000.00	\$ 2,834.00	\$ 28,996.50
101-0000-420-5202	LIQUOR LICENSE	2000	\$ 2,000.00	\$ 1,410.00	\$ 3,320.00
101-0000-420-5222	BUILDING PERMITS	12000	\$ 12,000.00	\$ 5,648.50	\$ 50,310.00
101-0000-420-5223	ZONING FEES	0	\$ -	\$ 5,648.50	\$ 50,310.00
101-0000-420-5223	1/8 INFRASTRUCTURE	500000	\$ 500,000.00	\$ 50,446.65	\$ 495,361.84
101-0000-430-5354	AUTO LICENSE DIST 10%	65000	\$ 65,000.00	\$ 6,448.64	\$ 58,716.74
101-0000-430-5356	AUTO LICENSE DIST 15%	20000	\$ 20,000.00	\$ 1,931.62	\$ 17,569.94
101-0000-430-5358	COURT FINES	80000	\$ 80,000.00	\$ 4,859.00	\$ 56,066.50
101-0000-440-5401	LIBRARY FINES	1000	\$ 1,000.00	\$ 71.05	\$ 561.64
101-0000-440-5402	NEW COURT FEES-PD	30000	\$ 30,000.00	\$ 1,239.75	\$ 18,275.25
101-0000-440-5403	NEW COURT FEES-MUNICIPAL COURT BLDG FUND	10000	\$ 10,000.00	\$ 413.25	\$ 6,089.75
101-0000-450-5414	PRINTING/COPYING - MUSEUM	200	\$ 200.00	\$ -	\$ -
101-0000-450-5465	ANKLE MONITOR SYS FEE	200	\$ 200.00	\$ -	\$ -
101-0000-450-5500	INTEREST EARNED	15000	\$ 15,000.00	\$ 145.00	\$ 43,756.20
101-0000-450-5501	MISCELLANEOUS	5000	\$ 5,000.00	\$ -	\$ 420.60
101-0000-450-5504	REIMBURSEMENTS/REFUNDS	5000	\$ 5,000.00	\$ -	\$ 276.13
101-0000-450-5506	DONATIONS - PRIVATE	0	\$ -	\$ -	\$ 247.38
101-0000-450-5509	SAN MIGUEL ANIMAL CONTROL	0	\$ -	\$ -	\$ 65.00
101-0000-450-5517	RENTAL INCOME	0	\$ -	\$ -	\$ 1.00
101-0000-450-5544	COURT AUTO - REIMBURSEMENT	10000	\$ 10,000.00	\$ -	\$ 8,846.61
101-0000-450-5551	DEVELOPMENT FEES	200	\$ 200.00	\$ -	\$ -
101-0000-450-5581	MISCELLANEOUS - PD OVERTIME	1500	\$ 1,500.00	\$ -	\$ -
101-0000-450-5603	OTHR ADMN FEES/GRT	16000	\$ 160,000.00	\$ -	\$ 8,847.83
101-0000-450-5611	GAS ADMIN CHARGES	540000	\$ 540,000.00	\$ 16,082.74	\$ 157,047.07
101-0000-450-5612	SOLID WASTE ADMIN CHARGES	325000	\$ 325,000.00	\$ 44,982.00	\$ 494,802.00
101-0000-450-5613	W W ADMIN CHARGES	325000	\$ 325,000.00	\$ 27,072.50	\$ 297,797.50
101-0000-450-5614	LOGGERS TAX ADMIN CHARGE	3600	\$ 3,600.00	\$ 27,072.50	\$ 297,797.50
101-0000-450-5616	PRINTING & COPYING	8000	\$ 8,000.00	\$ 249.90	\$ 2,748.90
101-0000-450-5619	WATER ADMIN CHARGES	500000	\$ 500,000.00	\$ 777.75	\$ 8,140.21
101-0000-450-5625	PAYMENT IN LIEU OF TAXES	120000	\$ 120,000.00	\$ 41,650.00	\$ 458,150.00
101-0000-450-5631	PAVING CUTS	5000	\$ 5,000.00	\$ 7,507.66	\$ 82,584.26
101-0000-450-5673	MISC - MOVIE REIMBURSEMENT	5000	\$ 5,000.00	\$ -	\$ 3,948.00
101-0000-450-5700	BRID RIDES	0	\$ -	\$ -	\$ 466.50
101-0000-450-5700	INSURANCE RECOVERIES	0	\$ -	\$ 841.45	\$ 380,183.95
101-4100-440-5404	NEW COURT FEE - MUNICIPAL COURT FEE BLDG	15000	\$ 15,000.00	\$ -	\$ -
101-4600-450-5538	AUCTION PROCEEDS	0	\$ -	\$ -	\$ 499.00
101-4700-450-5505	SHORT/OVER-INVENTORY	0	\$ -	\$ -	\$ 108.03
101-4700-450-5505	ICE SKATING RINK	1000	\$ 1,000.00	\$ -	\$ -
101-4800-430-5366	US MARSHAL SERVICE	15000	\$ 15,000.00	\$ -	\$ -
101-4800-440-5403	NEW COURT FEES - PD	50000	\$ 50,000.00	\$ -	\$ -
101-4800-450-5524	REIMBURSEMENTS/REFUNDS	25983	\$ 25,983.00	\$ -	\$ -
101-4800-450-5538	AUCTION PROCEEDS	30000	\$ 30,000.00	\$ -	\$ 58,811.06
101-4800-450-5506	DONATIONS-PRIVATE	0	\$ -	\$ -	\$ -
101-4800-450-5507	MOA-SAN MIGUEL COUNTY & CLV	0	\$ 50,000.00	\$ 290.00	\$ 5,004.03
101-4800-450-5508	VACCINES \$10 EACH	0	\$ -	\$ 20.00	\$ 50,000.00
101-4800-450-5509	DAILY FEED & CARE \$10/DAY	0	\$ -	\$ 40.00	\$ 80.00
101-4800-450-5510	DEWORMER \$5	0	\$ -	\$ 5.00	\$ 150.00
101-4800-450-5512	MICROCHIP \$20	0	\$ -	\$ 20.00	\$ 10.00
101-4800-450-5514	CITY LICENSE - INTACT ANIMAL \$5	0	\$ -	\$ 2.00	\$ 40.00
101-4800-450-5515	CITY LICENSE - SPAYED/NEUTERED \$2	0	\$ -	\$ 30.00	\$ 60.00
101-4800-450-5522	ADOPTION FEES	0	\$ -	\$ 30.00	\$ 199.00
101-4800-430-5523	SPAY/NEUTER DEPOSIT	0	\$ -	\$ 150.00	\$ 50.00
101-5100-450-5538	AUCTION PROCEEDS	0	\$ -	\$ -	\$ 16,057.00
101-5100-450-5501	MISCELLANEOUS	0	\$ -	\$ -	\$ 3,290.00
101-5300-450-5538	AUCTION PROCEEDS	0	\$ 20,000.00	\$ 70.00	\$ 134.50
101-5400-450-5546	RENT-RODRIGUEZ PARK-LCC	0	\$ -	\$ -	\$ 20,000.00
			\$ 2,235,663.00		\$ 2,400,614.26
			\$ 14,555,663.00		\$ 14,688,729.61



CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: June 26, 2024

Date Submitted: 6/17/24

Department: Executive

Item/Topic: Presentation by Amina Sena, District Ranger for the Pecos Las Vegas, Ranger District with the Forest Service speaking on the good work they have been doing and what their plans are with the Hermit's Peak Calf Canyon Recovery Environmental Assessment (EA) and would like to hear from the Governing Body on what they see as the critical needs in the recovery efforts post fire.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:
Mayor David Romero

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 _____



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

Meeting Date: June 26, 2024

Date Submitted: 06/14/24

Department: Utilities

Item/Topic: Presentation by Travis Martinez on diversion sediment removal project. This project is being conducted by Tierra Y Montes and the National Resource Conservation Service.

Fiscal Impact: None

Attachments: None

Committee Recommendation: N/A

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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
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Tierra Y Montes & Water Conservation District

**Diversion Sediment Removal for Emergency
Watershed Protection for the City of Las Vegas**

Phase 2

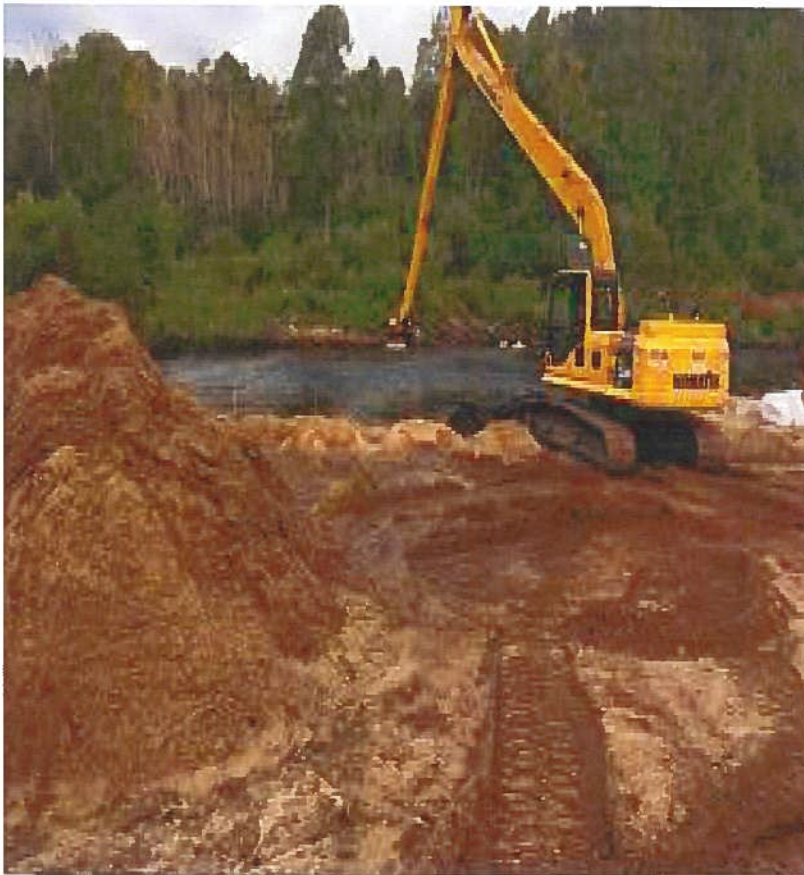
During the Hermit's Peak/Calf Canyon fire the Army Corp of Engineers (ACOE) installed three gabion and a debris net structure across the Gallinas River in an effort to protect the drinking water diversion/intake for the City. The gabions are operating as designed and catch large amounts of sediment and debris before it reaches the City's diversion. In October of 2022, (under the declared emergency) the ACOE came and removed a large amount of ash and sediment from above the gabions. The void space was quickly filled in with more ash and sediment from the burn scar.




City of Las Vegas Diversion



The Hermit's Peak/Calf Canyon fire is no longer a declared emergency, however the threat to the City's infrastructure is still considered critical. The area at the diversion is full of ash, sediment, and debris, and the City needs to remove it. The Tierra Y Montes is proposing to use essentially the same methods as the ACOE on 2022. Large excavators will scoop the sediment out of the river and onto the riverbank, a front-end loader will then pick up the materials and place into a dump truck for haulage and stockpiled nearby for final removal.



- 
- **As of April 9th the City of Las Vegas, NRCS (Natural Resource Conservation Service), and Tierra Y Montes have been meeting to get this project completed. This project is very difficult due to the location. The diversion is the entry point for City of Las Vegas to divert the water to Bradner, Peterson, & Storrie Lake.**
 - **The City of Las Vegas, Tierra Y Montes, NRCS, and OSE (City Water Master) have met and agreed in person that a scope of work for this project is to maintain the flow of water as well provide adequate water for the City of Las Vegas during the construction.**

It is the City of Las Vegas responsibility to remove and replace the Geobruigg Netting so the contractor can move in and out to remove the debris from the diversion. Due to the Hermits Peak/ Calf Canyon fire heavy rainfalls may trigger landslides or debris flows without warning. Debris flows and landslides have the potential to leave significant damage in their wake. Geobruigg systems are to protect infrastructure and people against natural hazards of this kind. The utilities division has contracted with a contractor for the removal and installation of the Geobruigg netting when the notice to proceed is given.





Update

- The Utilities division along with OSE, Tierra Y Montes, and NRCS are working together for the removal of the sediment in the diversion area. The entities are working to include the clean up of the gabions. This project has been estimated to start work in late August of 2024. The reason for the change of schedule is due to irrigation season, as well as the monsoon season. The next meeting between the entities will be mid July 2024 for the next course of action and updates. This is a very critical project that needs careful planning with a clear execution.



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

Meeting Date: June 26, 2024

Date Submitted: 06/14/24

Department: Utilities

Item/Topic: Presentation by Travis Martinez on the Lead and Copper Act and a status update.

Fiscal Impact: None

Attachments: None

Committee Recommendation: N/A

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

Approved For Submittal By:


Department Director

Reviewed By:


Finance Director

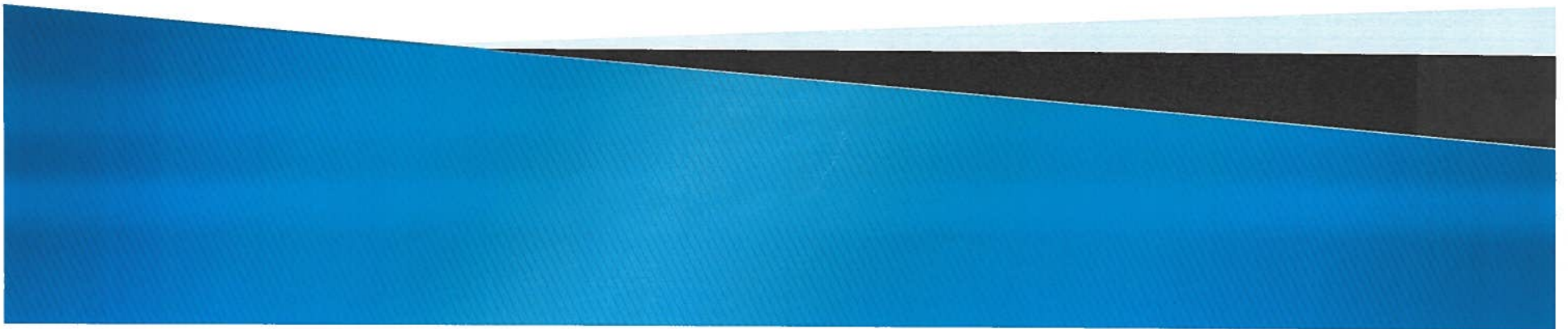

City Manager

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Denied _____
Other _____

Lead & Copper Service Line Inventory



What is the Lead & Copper Service Inventory?

- ▶ The Lead and Copper Service Line Inventory is a rule set by the U.S. Environmental Protection Agency (EPA).
- ▶ The goal of this rule is to improve protection to our communities lead exposure in drinking water.



How does LEAD and COPPER enter our drinking water system and affect us?

- ▶ Lead enters drinking water primary through plumbing materials.
- ▶ Exposure to Lead and Copper may cause health problems ranging from stomach distress and can interfere with the formation of blood.



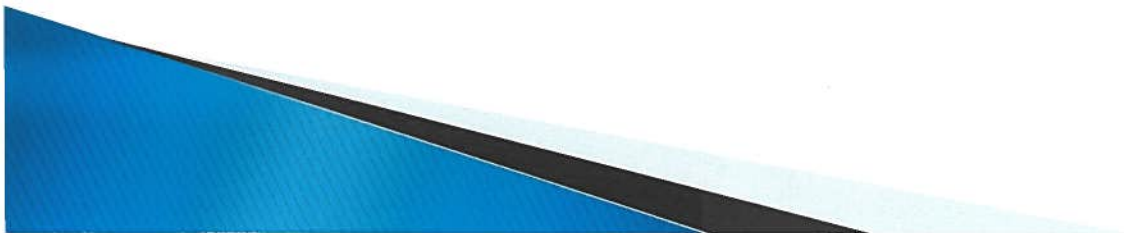
What is our plan?

- 1) The City of Las Vegas has been establishing a lead service line inventory. The inventory is to identify the materials of service lines connected to public water distributions systems and the private lines up to the structure, home, and building.
- 2) The Utilities Division has obtained documentation from Water Distribution and the County Assessors office from when residents were established. These documents are from the 1890's to present. Currently the City of Las Vegas is about 12% complete compiling the data and roughly 40% complete with the project entirely.



Replacement Plan

- ▶ EPA's Lead & Copper act includes the development of a Lead & Copper Line Replacement Plan. All Water Systems containing lead, galvanized, and copper requiring replacement, must have a replacement plan by the year 2027.
- ▶ The City of Las Vegas replacement plan will be based on our lead & copper service line inventory.



Deadlines

- ▶ The EPA has set deadline dates for this project.
- ▶ October 16, 2024– Service line inventory.
- ▶ November 15, 2024–City of Las Vegas will inform all customers that have been identified for lead or copper materials by notice of mail.
- ▶ 2024–2027– EPA will allow all water systems 3 years to identify all unknown service lines.
- ▶ 2024–2027–Develop a lead line replacement plan.
- ▶ 2027–2037– Enact Replacement Plan.





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

Meeting Date: June 26, 2024

Date Submitted: 06/14/24

Department: Utilities

Item/Topic: Addendum #1 to Contract #3991-23 with Bohannon Huston for water treatment plant facility planning design and construction. RFP #2023-24 was awarded on 08/03/2023. Contract #3991-23 was signed on 08/03/23. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of water treatment plant line item number as needed.

Attachments: Addendum #1, Contract 3991-23.

Committee Recommendation: This item will be for discussion only on the agenda at the July 9, 2024 Utility Advisory Committee Meeting as the June meeting was cancelled.


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
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Resolution No. _____
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Approved _____

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Other _____

ADDENDUM #1
AGREEMENT/CONTRACT #3991-23
RFP# 2023-24
AWARDED ON: 8/3/2023
BOHANNAN HUSTON

This Addendum entered into this **3rd Day of August, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **BOHANNAN HUSTON**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 8/3/2023 the City and BOHANNAN HUSTON entered into an Agreement/Contract pursuant to a call for RFP in which BOHANNAN HUSTON agreed to provide:

WTP FACILITY PLANNING DESIGN, CONSTRUCTION

WHEREAS, the City and BOHANNAN HUSTON now desire to extend the original Agreement/Contract for an additional year from **8/3/2024 thru: 8/2/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3991-23.

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 8/3/2023 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 8/3/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

BOHANNAN HUSTON

REVIEWED AND APPROVED:

 Tim Montgomery Date
 City Manager

 Title Date

ATTEST:

 Casandra Fresquez Date
 City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND BOHANNAN HUSTON, 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 Bohannan Huston Inc. (“Contractor”), a New Mexico corporation, of 7500 Jefferson St. NE, Albuquerque, New Mexico, 87109, on this 3rd day of August, 2023 (“Effective Date”). Throughout this Agreement, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to collectively as “Parties.”

Recitals

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

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

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

1. SCOPE OF SERVICES:

The Offeror shall perform Water Treatment Plant Facility Planning, Design, & Construction Phase Engineering Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. 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 the following:

1. 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.
2. Facilitate meetings with City staff as needed to develop the planning & design of projects as requested by the City Utility Director or designee.
3. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
4. 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.
5. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
6. Provide technical assistance completing environmental reviews.
7. Provide assistance completing applications and obtain funding as needed.

8. Provide construction observation and inspection on various projects as requested by the City Utility Director or designee.
9. Provide technical assistance on various City projects being performed in-house as required and directed.
10. Provide assessments and reports related to water treatment operations and maintenance as requested.
11. 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.
12. Provide construction phase engineering services.
13. Provide review of, assessment and approval of submittals and invoices.
14. 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. 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: Todd Burt, P.E.

Position: Senior Vice President

“ATTACHMENT “A”

Bohannon Huston, Inc. Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2023-24

**WATER TREATMENT PLANT FACILITY PLANNING, DESIGN AND
CONSTRUCTION PHASE ENGINEERING SERVICES**

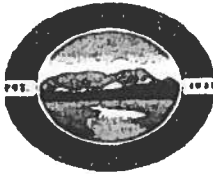
RATES FOR SERVICE BROKEN DOWN

BOHANNAN HUSTON, INC.
FEE SCHEDULE HOURLY RATES
September 3, 2022

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	\$115	\$130	\$150	\$170	\$195	\$230	\$255
SURVEYOR	\$115	\$130	\$150	\$170	\$195	\$230	\$255
TECHNICAL MANAGER IT, GIS, Spatial Data, Construction, Project Manager	\$115	\$130	\$150	\$170	\$195	\$230	\$255
PLANNER Community, Transportation	\$100	\$110	\$130	\$150	\$170	\$200	\$255
GIS PROFESSIONAL Geographic Information Systems	\$95	\$105	\$120	\$135	\$155	\$185	\$215
PROJECT ADMINISTRATOR	\$90	\$110	\$130	\$150	\$170	\$195	\$215
CONSTRUCTION OBSERVER	\$85	\$90	\$95	\$100	\$115	\$135	\$175
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, Geospatial Analyst, Graphics Specialist	\$75	\$80	\$90	\$100	\$115	\$130	\$145
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	\$60	\$70	\$80	\$90	\$100	\$130	\$150
ADMINISTRATIVE PROFESSIONAL Clerical Support	\$60	\$70	\$80	\$90	\$100	\$110	\$125

MATERIALS AND REIMBURSABLE EXPENSES

- Plotting, Printing and Binding** - As invoiced at cost of labor and materials
- Courier / Delivery Service** - As invoiced by provider
- Mileage** - As published for the IRS Standard Mileage Rate
- Per Diem/Travel** - Field personnel in accordance with the latest GSA Schedule based on location of service
Office/Professional staff travel costs, meals and lodging will be billed at cost
- Survey Equipment Charge** - \$28.00/Hour
- Survey Material Charge** - \$3.00/Hour
- GIS Equipment Charge** - Rates shall be negotiated based on the requirements of the contract
- sUAS Usage Charge** - Rates shall be negotiated based on the requirements of the contract
- Other Direct Project Expenses** - At Cost
- Overtime** - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate
- Expert Witness** - Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court
- Applicable Gross Receipts or Sales and Use Tax** - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannon Huston, Inc.



Approval Form

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

*Reviewed: *Leo Maestas*
Leo Maestas, City Manager

7/31/23
Date

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

Date Submitted: 7/28/2023

Department Submitting: Utilities Department

Submitter: Benito Lujan

Documents to be reviewed: Contract for Bohannon Huston, INC for Water Treatment Plant Engineering 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 *Randall D. Van Vleet* 08.01.2023
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: June 26, 2024

Date Submitted: 06/14/24

Department: Utilities

Item/Topic: Addendum #1 to Contract #3996-23 with Stantec Consulting for design services on sewer repairs and replacement projects. RFP #2023-15 was awarded on 08/08/2023. Contract #3996-23 was signed on 08/08/23. The extended term of this agreement will be for 1 year.

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

Attachments: Addendum #1, Contract 3996-23.

Committee Recommendation: This item will be for discussion only on the agenda at the July 9, 2024 Utility Advisory Committee Meeting as the June meeting was cancelled.

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 #3996-23
RFP# 2023-15
AWARDED ON: 8/8/23
STANTEC CONSULTING SERVICES INC.

This Addendum entered into this **11TH Day of January, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **STANTEC CONSULTING SERVICES INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 8/8/23 the City and STANTEC CONSULTING SERVICES INC entered into an Agreement/Contract pursuant to a call for RFP in which STANTEC CONSULTING SERVICES INC agreed to provide:

DESIGN SERVICES ON SEWER REPAIRS & REPLACEMENT PROJECTS

WHEREAS, the City and STANTEC CONSULTING SERVICES INC now desire to extend the original Agreement/Contract for an additional year from **8/8/2024 thru:8/7/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3996-23.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **DESIGN SERVICES ON SEWER REPAIRS & REPLACEMENT PROJECTS**, 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 8/8/23 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 8/8/23 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

**STANTEC CONSULTING
SERVICES INC**

REVIEWED AND APPROVED:

 Tim Montgomery Date
 City Manager

 Title Date

ATTEST:

 Casandra Fresquez Date
 City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND STANTEC CONSULTING SERVICES, 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 Stantec Consulting Services, INC. ("Contractor"), of 6100 Scagull Street NE, Albuquerque, NM and 87109, on this 8th day of August, 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 Offeror shall perform design services on sewer repairs and replacement projects on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas Waste Water System. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following:

1. The design work will consist of selected sewer main line repairs needed on existing sanitary sewer systems at various locations throughout the City, and will include but not limited to replacement of manholes, catch basins, inlets and lift stations repairs.
2. 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.
3. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Utility Director or designee.
4. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
5. 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.
6. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.

7. Provide technical assistance completing environmental reviews.
8. Provide assistance completing applications and obtain funding as needed.
9. Provide construction observation on various projects as requested by the City Utility Director or designee.
10. Provide technical assistance on various City projects being performed in-house as required and directed.
11. 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.
12. Provide construction phase engineering services.
13. Provide review of assessment and approval of submittals and invoices.
14. 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. 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 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 30 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 30 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 30 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 30 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 30 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:

Contractor agrees to perform the services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the services at the time when and the location in which the services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Contractor's performance.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor who shall perform its duties in accordance with all applicable laws.

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.

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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 and employees from all damages which, may arise from his performance under this Agreement. Contractor further agrees to hold the City harmless from all damages for any injury, damages or death sustained by Contractor and his employees, while engaged in the performance of this Agreement.

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.

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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. Mastas, City Manager

Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:


New Mexico Local Government Law

CONTRACTOR:

Bolliger, Patricia
Digitally signed by Bolliger, Patricia
DN: CN="Bolliger, Patricia", OU=Internet,
OU=users, OU=static, DC=corp,
DC=city
Date: 2022.08.04.08:41:37-0800

Signature

Printed Name: _____

Position: PRINCIPAL, PRACTICE LEADER

“ATTACHMENT “A”

STANTEC CONSULTING SERVICES COST PROPOSAL

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2023-15

**ENGINEERING PLANNING DESIGN & CONSTRUCTION PHASE SERVICES FOR
SEWER REPAIR AND REPLACEMENT**

RATES FOR SERVICE BROKEN DOWN

2023 BILLING RATES ATTACHED

**2024 BILLING RATES WILL BE EFFECTIVE 01/01/2024
(WILL BE PROVIDED WHEN AVAILABLE)**

2023 Stantec Standard Billing Rate Table - 1

<u>Title</u>	<u>Level</u>	<u>Hourly Rate</u>
Principal	Level 18	\$265
Senior Engineer	Level 18	\$265
Senior Project Manager	Level 18	\$265
Senior Project Manager	Level 17	\$259
Senior Transportation Engineer	Level 16	\$250
Principal	Level 15	\$220
Senior Engineer	Level 15	\$220
Senior Project Manager	Level 15	\$220
Senior Project Manager	Level 14	\$195
Senior Engineer	Level 14	\$198
Senior Transportation Engineer	Level 14	\$195
Senior Hydraulic Engineer	Level 14	\$195
Client Service Manager	Level 14	\$195
Senior Project Engineer	Level 13	\$187
Senior Project Manager	Level 13	\$187
Client Manager	Level 13	\$187
Project Manager	Level 12	\$178
Senior Engineer	Level 12	\$178
Project Engineer	Level 12	\$178
Senior Civil Designer	Level 12	\$178
Grant Specialist	Level 11	\$172
Senior Project Manager	Level 11	\$172
Senior Civil Designer	Level 11	\$172
Project Engineer	Level 11	\$172
Public Relations Specialist	Level 11	\$172
Project Manager	Level 10	\$161
Project Engineer	Level 10	\$161
Construction Observer	Level 10	\$161
Civil Designer	Level 10	\$161
Senior Civil Designer	Level 09	\$155
Civil Engineer	Level 09	\$155
Civil Designer	Level 09	\$155
Engineering Technician	Level 09	\$155
CAD Technician	Level 09	\$155
Construction Observer	Level 09	\$155
Administrative Manager	Level 09	\$155
Civil Engineer	Level 08	\$145
Civil Designer	Level 08	\$145
Survey Technician	Level 08	\$145
CAD Technician	Level 08	\$145
Construction Observer	Level 08	\$145
Civil Designer	Level 07	\$139
Office Administrator	Level 07	\$139
Project Manager Assistant	Level 07	\$139
Construction Observer	Level 07	\$139
Civil Designer	Level 06	\$131
CAD Technician	Level 06	\$131
Construction Observer	Level 06	\$131
Project Manager Assistant	Level 06	\$131
Construction Observer	Level 05	\$127
CAD Technician	Level 05	\$127
Office Administrator/Administrative Assistant	Level 05	\$127
CAD Technician	Level 04	\$117
Administrative Assistant	Level 04	\$117
Administrative Assistant	Level 03	\$104

Reimbursable Expenses

Mileage	Current IRS Mileage Rate = \$0.655	
All other reimbursable costs (including meals, travel, testing, printing, courier, shipping, etc)	Cost plus 10%	

Field Survey Party Services:

2-Man Field Party	\$170.00 per hour
3-Man Field Party	\$205.00 per hour
4-Man Field Party	\$250.00 per hour



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

Meeting Date: June 26, 2024

Date Submitted: 06/14/24

Department: Utilities

Item/Topic: Addendum #3 to Contract #3783-21 with Molzen Corbin & Associates for professional engineering services for solid waste. RFP #2021-24 was awarded on 08/18/2021. Contract #3783-21 was signed on 08/18/21. The extended term of this agreement will be for 1 year.

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

Attachments: Addendum #3, Addendum #2, Addendum #1, Contract 3783:21.

Committee Recommendation: This item will be for discussion only on the agenda at the July 9, 2024 Utility Advisory Committee Meeting as the June meeting was cancelled.

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 #3
AGREEMENT/CONTRACT #3783-21
RFP# 2021-24
AWARDED ON: 8/18/21
MOLZEN CORBIN

This Addendum entered into this **18TH Day of August, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **MOLZEN CORBIN**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 8/18/2021 the City and MOLZEN CORBIN entered into an Agreement/Contract pursuant to a call for RFP in which MOLZEN CORBIN agreed to provide:

PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE FACILITY

WHEREAS, the City and MOLZEN CORBIN now desire to extend the original Agreement/Contract for an additional year from **8/18/2024 thru: 8/17/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3783-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE FACILITY**, 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 8/13/2021 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 8/13/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

MOLZEN CORBIN

REVIEWED AND APPROVED:

Tim Monygomery Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

Agreement / Contract
No. 3783-21
City of Las Vegas
Date

ADDENDUM #2

AGREEMENT/CONTRACT #3783-21

RFP# 2021-254

AWARDED ON: 8/18/21

MOLZEN CORBIN

This Addendum entered into this **18TH Day of August, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **MOLZEN CORBIN**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 8/18/2021 the City and MOLZEN CORBIN entered into an Agreement/Contract pursuant to a call for RFP in which MOLZEN CORBIN agreed to provide:

PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE FACILITY

WHEREAS, the City and MOLZEN CORBIN now desire to extend the original Agreement/Contract for an additional year from **8/18/2023 thru: 8/17/2024**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3783-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE FACILITY**, 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 8/13/2021 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 8/13/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

REVIEWED AND APPROVED:


 4/13/23
 Leo Maestas Date
 City Manager

MOLZEN CORBIN

DocuSigned by:
 Kevin W Eades
 041D0D2D899F400

President & CEO April 20, 2023 | 12:01 PM MDT
 Title Date

ATTEST:

 4/13/23
 Casandra Fresquez Date
 City Clerk

Agreement / Contract
No. 3783-21
City of Las Vegas
Date

ADDENDUM #1

AGREEMENT/CONTRACT #3783-21

RFP# 2021-2~~7~~⁴

AWARDED ON: 08/18/2021

MOLZEN CORBIN

This Addendum entered into this **August 18, 2021** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City"

and

MOLZEN CORBIN, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 08/18/21 the City and MOLZEN CORBIN entered into an Agreement/Contract pursuant to a call for RFP in which MOLZEN CORBIN agreed to provide:

PROFESSIONAL ENGINEERING SERVICES FOR NATURAL SOLID WASTE FACILITY

WHEREAS, the City and MOLZEN CORBIN now desire to extend the original Agreement/Contract for an additional year from 08/18/2022 thru: 08/18/2023.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3783-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation for **PROFESSIONAL ENGINEERING SERVICES FOR NATURAL SOLID WASTE FACILITY**, 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 08/13/2022 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 08/13/2022 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

MOLZEN CORBIN

REVIEWED AND APPROVED:

DocuSigned by
Kevin W. Eades
 841C6D2DB39F40D


 Leo J. Maestas, City Manager Date

CEO August 9, 2022 | 11:01 AM
 Title Date

ATTEST:


 Casandra Fresquez Date
 City Clerk

As to Legal Sufficiency Only:


 Scott Aaron, City Attorney 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, and MOLZEN CORBIN & ASSOCIATES, a New Mexico corporation (“Contractor”), of 2701 MILES ROAD SE, ALBUQUERQUE, NEW MEXICO, 87106, on this 31st day of August, 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 Contractor shall perform Professional Engineering Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas Solid Waste 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.

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.

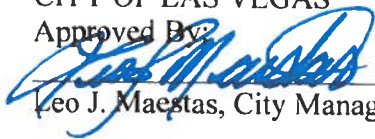
23. WORKERS COMPENSATION INSURANCE: Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will require 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

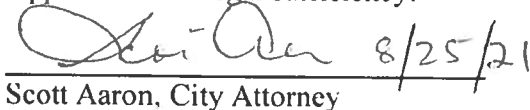
Approved By:

 8/26/21
Leo J. Maestas, City Manager

Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

 8/25/21
Scott Aaron, City Attorney

CONTRACTOR:


Signature

Printed Name: KEVIN W. EADES

Position: PRESIDENT + CEO

**“ATTACHMENT “A”
MOLZEN CORBIN & ASSOCIATES
Cost Proposal**

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2021-24

**SOLID WASTE FACILITY PLANNING AND CONSTRUCTION PHASE
ENGINEERING SERVICES**

MOLZEN CORBIN & ASSOCIATES
 STANDARD BILLING RATES
 AS OF JUNE 1, 2021

DEPARTMENT	BILLING CATEGORIES	RATE	
<i>Architectural</i>	Senior Principal Architect	\$240	
	Principal Architect	\$220	
	Senior Architect	\$180	
	Project Architect	\$145	
	Registered Architect	\$125	
	Intern Architect 2	\$100	
	Intern Architect 1	\$80	
	Senior Architectural Designer	\$120	
	Architectural Designer I	\$110	
	Planner	\$90	
	Landscaping/Topographic Designer	\$92	
<i>Civil Engineering</i>	Senior Principal Engineer	\$240	
	Principal Engineer	\$220	
	Senior Engineer	\$200	
	Project Engineer	\$155	
	Professional Engineer	\$145	
	Engineering Intern II	\$115	
	Engineering Intern I	\$105	
	Senior Civil Design Specialist	\$145	
	Engineering Design Specialist	\$130	
	Senior Engineering Design Tech	\$125	
	Engineering Design Tech	\$110	
	Associate Engineering Design Tech	\$85	
	<i>Electrical Engineering</i>	Senior Principal Engineer	\$240
Principal Engineer		\$220	
Senior Engineer		\$200	
Project Engineer		\$160	
Professional Engineer		\$140	
Engineering Intern II		\$120	
Engineering Intern I		\$110	
Engineering Design Specialist		\$130	
Engineering Design Tech		\$110	
Associate Engineering Design Tech		\$85	
<i>Mechanical</i>		Senior Mechanical Engineer	\$165
<i>Water Resource Engineering</i>	Senior Principal Engineer	\$240	
	Principal Engineer	\$220	
	Senior Engineer	\$200	
	Project Engineer	\$155	
	Professional Engineer	\$135	
	Engineering Intern II	\$115	
	Engineering Intern I	\$105	
	Sr. Engineering Design Specialist	\$145	
	Engineering Design Specialist	\$130	
	Engineering Design Tech	\$110	
	O & M Specialist	\$100	
Associate Engineering Design Tech	\$85		
<i>CADD/Support</i>	CADD Operator II	\$75	
	CADD Operator I	\$65	
	Survey Technician	\$90	
	Two Person Survey Crew	\$180	
	Two Person GPS Survey Crew	\$205	
	Licensed Surveyor	\$205	
<i>Construction Observation</i>	Senior Observer/Manager	\$100	
	Senior Observer	\$95	
	Observer	\$85	
<i>Administration</i>	Administrative Aide II	\$65	
	Administrative Aide I	\$45	
	Administrative Support	\$95	
	Grant/Technical Administration	\$95	
	Computer Technician	\$105	
	Senior Technical Writer/Editor	\$80	
<i>Miscellaneous Expenses</i>	Per Copy	\$0.11	
	Color Copies	Per \$ x 2 x 11 Copy	\$1.00
	Linker Copies	Per \$ x 11 Copy	\$2.00
	Mileage	Per Mile (per IRS)	
	Print/Plot (24x36)	Per Sheet	\$3.00
Sub-Contractor	Cost x 1.1		



MOLZ&AS-01

MDEAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2021

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 E-MAIL ADDRESS ehughes@cressinsurance.com	FAX (A/C, No): (505) 822-0341
	INSURER(S) AFFORDING COVERAGE	
INSURED Molzen-Corbin & Associates Inc 2701 Miles Road SE Albuquerque, NM 87106	INSURER A : Donegal Insurance Company	NAIC # 13692
	INSURER B : NM Premier Insurance Co	13675
	INSURER C : AXA Insurance Company	33022
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLICABLE PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		BSD9257861	12/31/2020	12/31/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> RENTED <input type="checkbox"/> OTHER <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned <input type="checkbox"/> Auto's Only			CA9257861	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUP <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION 10,000			CXL9257861	12/31/2020	12/31/2021	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	64411.113	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$
							EL EACH ACCIDENT	\$ 1,000,000
							EL DISEASE - EA EMPLOYEE	\$ 1,000,000
							EL DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liab			DPR9970912	12/31/2020	12/31/2021	Each Claim	2,000,000
C	Professional Liab			DPR9970912	12/31/2020	12/31/2021	Aggregate	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: Professional Engineering Services Solid Waste Facility.

CERTIFICATE HOLDER City of Las Vegas 1700 North Grand Ave Las Vegas, NM 87701	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 <i>James Lyons</i>
---	--



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

Meeting Date: June 26, 2024

Date Submitted: 06/14/24

Department: Utilities

Item/Topic: Addendum #3 to Contract #3786-21 with Souder, Miller & Associates for professional engineering services for solid waste. RFP #2021-24 was awarded on 08/18/2021. Contract #3786-21 was signed on 08/18/21. The extended term of this agreement will be for 1 year.

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

Attachments: Addendum #3, Addendum #2, Addendum #1, Contract 3786-21.


Committee Recommendation: This item will be for discussion only on the agenda at the July 9, 2024 Utility Advisory Committee Meeting as the June meeting was cancelled.

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 #3
AGREEMENT/CONTRACT #3786-21
RFP# 2021-24
AWARDED ON: 08/18/2021
SOUDER, MILLER & ASSOCIATES

This Addendum entered into this **31ST Day of August, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **SOUDER, MILLER & ASSOCIATES**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 08/31/2021 the City and SOUDER, MILLER & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which SOUDER, MILLER & ASSOCIATES agreed to provide:

PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE SYSTEM

WHEREAS, the City and SOUDER, MILLER & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from **08/31/2024 thru: 08/30/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3786-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE SYSTEM**, 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 08/31/2021 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 08/31/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

SOUDER, MILLER & ASSOCIATES

REVIEWED AND APPROVED:

Tim Montgomery Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

Agreement / Contract
NO. 3786-21
City of Las Vegas
Date

ADDENDUM #2

AGREEMENT/CONTRACT #3786-21

RFP# 2021-24

AWARDED ON: 08/18/2021

SOUDER, MILLER & ASSOCIATES

This Addendum entered into this **31ST Day of August, 2021** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **SOUDER, MILLER & ASSOCIATES**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS under date of 08/31/2021 the City and SOUDER, MILLER & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which SOUDER, MILLER & ASSOCIATES agreed to provide:

PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE SYSTEM

WHEREAS, the City and SOUDER, MILLER & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from **08/31/2023 thru: 08/30/2024.**

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3786-21.


WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE SYSTEM**, 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 08/31/2021 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 08/31/2021 Agreement not inconsistent herewith remain in full force and effect.


CITY OF LAS VEGAS

REVIEWED AND APPROVED:



Leo Maestas Date 6/14/23
City Manager

SOUDER, MILLER & ASSOCIATES

DocuSigned by:


A052D4F4C48E4ED

Senior Vice President June 21, 2023 | 4:28 PM MD

Title Date

ATTEST:



Casandra Fresquez Date 6/14/23
City Clerk

Agreement / Contract
No. 3786-21
City of Las Vegas
Date

ADDENDUM #1

AGREEMENT/CONTRACT #3786-21

RFP# 2021-24

AWARDED ON: 08/18/21

SOUDER, MILLER & ASSOCIATES

This Addendum entered into this **August 31, 2021** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City"

and

SOUDER, MILLER & ASSOCIATES, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 08/31/2021 the City and SOUDER, MILLER & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which SOUDER, MILLER & ASSOCIATES agreed to provide:

PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE SYSTEM

WHEREAS, the City and SOUDER, MILLER & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from 08/31/2022 thru: 08/31/2023 .

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement # 3786-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE SYSTEM, 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 08/31/202 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 08/31/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

SOUDER, MILLER & ASSOCIATES

REVIEWED AND APPROVED:

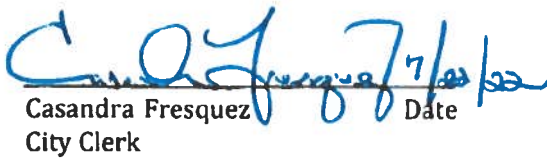

 Leo J. Maestas, City Manager Date 7/29/22

DocuSigned by:

 A052D4F4C48E4ED

Senior Vice President August 8, 2022 | 3:11 PM
 Title Date

ATTEST:


 Casandra Fresquez Date 7/29/22
 City Clerk

As to Legal Sufficiency Only:


 City Attorney Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND MILLER ENGINEERS INC. D/B/A SOUDER, MILLER & 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, and Miller Engineers Inc. d/b/a Souder Miller & Associates (“Contractor”), of 5454 VENICE AVENUE NE, SUITE D, ALBUQUERQUE, NEW MEXICO, 87113, on this 31st day of August, 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 SERVICES:

The Contractor shall perform Professional Engineering Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas Solid Waste 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.

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 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.

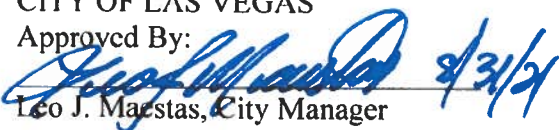
23. WORKERS COMPENSATION INSURANCE: Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will require 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.

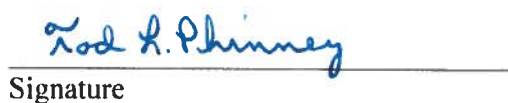
In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS

Approved By:


Leo J. Maestas, City Manager

CONTRACTOR:


Signature

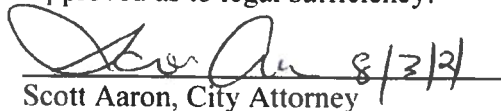
Attest:


Cassandra Fresquez, City Clerk

Printed Name: TOD L. PHINNEY

Position: SENIOR VICE PRESIDENT

Approved as to legal sufficiency:


Scott Aaron, City Attorney

**“ATTACHMENT “A”
SOUDER, MILLER & ASSOCIATES
Cost Proposal**

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2021-24

**SOLID WASTE FACILITY PLANNING AND CONSTRUCTION PHASE
ENGINEERING SERVICES**

PREFERRED PROFESSIONAL FEE SCHEDULE - EFFECTIVE JANUARY 2021

PROFESSIONAL SERVICES

Professional Staff

Principal	\$ 230.00	per hour
Senior Manager III	\$ 220.00	per hour
Senior Manager II	\$ 200.00	per hour
Senior Manager I	\$ 190.00	per hour
Senior Engineer/Scientist/Surveyor III	\$ 180.00	per hour
Senior Engineer/Scientist/Surveyor II	\$ 165.00	per hour
Senior Engineer/Scientist/Surveyor I	\$ 150.00	per hour
Project Engineer/Scientist/Surveyor III	\$ 140.00	per hour
Project Engineer/Scientist/Surveyor II	\$ 130.00	per hour
Project Engineer/Scientist/Surveyor I	\$ 120.00	per hour
Staff EIT/Scientist/LSIT III	\$ 120.00	per hour
Staff EIT/Scientist/LSIT II	\$ 110.00	per hour
Staff EIT/Scientist/LSIT I	\$ 100.00	per hour

Technical Staff

Engineering/Design/Survey/Field Tech VIII	\$ 165.00	per hour
Engineering/Design/Survey/Field Tech VII	\$ 145.00	per hour
Engineering/Design/Survey/Field Tech VI	\$ 125.00	per hour
Engineering/Design/Survey/Field Tech V	\$ 110.00	per hour
Engineering/Design/Survey/Field Tech IV	\$ 95.00	per hour
Engineering/Design/Survey/Field Tech III	\$ 80.00	per hour
Engineering/Design/Survey/Field Tech II	\$ 70.00	per hour
Engineering/Design/Survey/Field Tech I	\$ 60.00	per hour
Technical Intern II	\$ 60.00	per hour
Technical Intern I	\$ 50.00	per hour
Construction Observer IV	\$ 110.00	per hour
Construction Observer III	\$ 90.00	per hour
Construction Observer II	\$ 75.00	per hour
Construction Observer I	\$ 60.00	per hour

Support Staff

Project Financial/Manager Assistant II	\$ 90.00	per hour
Project Financial/Manager Assistant I	\$ 70.00	per hour
Administrative Assistant IV	\$ 110.00	per hour
Administrative Assistant III	\$ 90.00	per hour
Administrative Assistant II	\$ 70.00	per hour
Administrative Assistant I	\$ 50.00	per hour

EXPENSES

All project related expenses will be billed at rates as determined with respect to current market pricing, a copy of expense rates is available upon request

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
 Mileage @ \$0.575 per mile (or current IRS rate)
 Per diem \$151.00 per day (or max per-diem rate per USGSA)
 Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

EXPENSE FEE SCHEDULE - EFFECTIVE JANUARY 2021

Survey Equipment

High Precision GPS	\$20/hour
UAV Rotary	\$325/day
UAV Fixed Wing	\$400/day
UAV Post Processing	\$50/hour
Auto-Reading Level	\$20/hour
Robotic Total Station	\$20/hour
Terrestrial Laser Scanner	\$40/hour

GIS Hosting & Resource Grade

Data Collection

ArcGIS Online	\$1,500/year
Additional ArcGIS Online Account	\$1,000/year
Bad Elf GNSS Surveyor	\$250/m

Sampling Collecting Equipment

Slide Hammer & Probe	
Soil Auger - Hand	\$25/day
Soil Auger- Power	\$10/day
Quart Mason Jars	\$40/day
Disposable Bailer	\$1/each
Tedlar Bags	\$10/each
VOC Samplers	\$15/each
2" x 6" Soil Samplers	\$1/each

Health & Safety Equipment

Respirator	\$20/day
Respirator Cartridges	\$6/each
Latex/Nitrile Gloves	\$1/pair
Tyvek Jumpsuit	\$20/suit
Tyvek Boot Covers	\$5/pair
Level D PPE (alternative ion)	\$20/day
Level C PPE	\$60/day
Level C PPE (Mercury)	\$75/day
Level B PPE	\$100/day
Personal H2S Monitor	\$25/day
Personal 4-Gas Monitor	\$35/day
db Meter w/ Data Logger	\$75/day

Vapor Sampling Equipment

PID	\$75/day
3- or 4-Gas Meter	\$75/day
Explosimeter	\$40/day
MSA (Dräger) Detector Tubes	\$5/tube
Tedlar Bags	\$15/each
SVE Pilot Test Unit	\$1,500/day

Water Testing Equipment

pH Meter	\$10/day
eH Meter	\$10/day
TDS Meter	\$10/day
Conductivity Meter	\$10/day
Multi-Parameter Water Meter	\$40/day
D. O. Meter	\$55/day
Chloride-4500 Titration Test	\$15/sample
Hach DO Samples	\$3/each
Hach SO4 Samples	\$3/each
Hach Fe Samples	\$3/each
Hach NO3 Samples	\$3/each
Hach PO4 Samples	\$3/each
Product Interface Probe	\$65/day
Well Sounder	\$65/day
Hermit Data Logger	\$85/d \$460/w \$1.20
Transducer w/ 350' cable	\$40/d \$185/w \$570/
Transducer w/ 500' cable	\$60/d \$260/w \$980/
Grundfos Pump	\$200/day
Watera Pump	\$65/day
Geotech (Peristaltic) Geopump	\$35/d \$85/w
Geopump Filters	\$12/each
DC Purge Pump (High Capacity)	\$45/day
DC Purge Pump (Low Capacity)	\$15/day
Flexible Tubing	\$1.50/foot
Foot Valve (Nylon)	\$20/each
Foot Valve (Stainless Steel)	\$40/each

Miscellaneous Support Equipment

Generator	\$100/day
Magnehelic Gauges (set)	\$10/day
Padlock (P812)	\$1/each
Drums (55 Gallon)	\$15/each
HazCt Kit	\$10/day
HazCat Reagents	\$25/sample
Mercury Recovery Kit	\$20/unit
Mercury Vapor Monitor	\$75/day
PetroFlag Kit	\$5/day
PetroFlag Reagents	\$25/sample
Digital Camera	\$2/day
Reciprocating Saw	\$0/day
Steam Cleaner	\$50/day
Cordless Drill	\$20/day
Pipe Locator	\$30/day
All-Terrain Vehicle w/ Trailer	\$100/day
525 Gallon Tank	\$40/day
Equipment Trailer	\$40/day
Utility Locator (Metrotech 810 or equal)	\$100/day



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

Meeting Date: June 26, 2024

Date Submitted: 3/12/24

Department: Executive

Item/Topic: Discussion and Ranking of the top 10 Infrastructure Capital Improvement Plan (ICIP) projects.

Annually, the City Council will review and rank the top ten projects on the ICIP. Ranking sets the project priority for possible future funding.


Fiscal Impact:

Attachments: ICIP

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

Approved For Submittal By:

Reviewed By:



Finance Director



City Manager

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

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

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

Infrastructure Capital Improvement Plan FY 2026-2030

Las Vegas Project Summary

ID	Year	Rank	Project Title	Category	Funded						Total	Amount	Phases?
					to date	2026	2027	2028	2029	2030	Project Cost	Not Yet Funded	
27840	2026	001	Peterson Dam Rehabilitation	Water - Water Supply	9,600,000	7,000,000	6,000,000	0	0	0	22,600,000	13,000,000	Yes
25808	2026	002	Old City Hall Reconstruction	Facilities - Administrative Facilities	100,000	1,300,000	0	0	0	0	1,400,000	1,300,000	Yes
37923	2026	003	Rodriguez Sports Complex Improvements	Facilities - Other	3,500,000	675,000	4,206,250	4,206,250	4,206,250	706,250	17,500,000	14,000,000	Yes
37557	2026	004	Roadway Maintenance Asphalt Equip	Equipment - Other	0	100,000	500,000	0	0	0	600,000	600,000	No
38512	2026	005	South Pacific Road Improvements	Transportation - Highways/Roads/Bridges	0	700,000	4,500,000	0	0	0	5,200,000	5,200,000	Yes
38524	2026	006	El Creston Circle Improvements	Transportation - Highways/Roads/Bridges	0	360,000	2,400,000	0	0	0	2,760,000	2,760,000	Yes
38624	2026	007	Fire Station/Training Facility	Facilities - Fire Facilities	0	5,000,000	4,000,000	1,000,000	0	0	10,000,000	10,000,000	Yes
38987	2026	008	Commerce Street Road Improvements	Transportation - Highways/Roads/Bridges	0	750,000	4,250,000	0	0	0	5,000,000	5,000,000	Yes
35814	2026	009	Aging Water Line Infrastructure	Water - Water Supply	400,000	655,837	758,000	310,833	267,900	242,000	2,634,570	2,234,570	No
35089	2026	010	Mountain View Drive Road Improvements	Transportation - Highways/Roads/Bridges	100,000	345,000	600,000	600,000	700,000	723,000	3,068,000	2,968,000	Yes
18959	2026	011	Riverwalk Improvements	Other - Other	448,000	844,250	844,250	844,250	516,250	0	3,497,000	3,049,000	Yes
13921	2026	012	Dee Bibb Industrial Park Infrastructure Improv	Transportation - Highways/Roads/Bridges	450,000	175,000	175,000	0	0	0	800,000	350,000	Yes
37403	2026	013	8th Street Extension Waterline	Water - Other	100,000	900,000	500,000	0	0	0	1,500,000	1,400,000	Yes
10733	2026	014	Mainstreet Corridor Improvement Project	Transportation - Highways/Roads/Bridges	0	1,325,000	1,650,000	1,000,000	700,000	700,000	5,375,000	5,375,000	Yes

Infrastructure Capital Improvement Plan FY 2026-2030

27819	2026	015	Mobile Data Communication	Equipment - Public Safety Equipment	0	1,200,000	0	0	0	0	1,200,000	1,200,000	No
38990	2026	016	Parkview Rd Road Improvements	Transportation - Highways/Roads/Bridges	0	172,500	1,000,000	0	0	0	1,172,500	1,172,500	Yes
40862	2026	017	Las Vegas Film Muscum	Facilities - Museums	0	2,000,000	0	0	0	0	2,000,000	2,000,000	No
40872	2026	018	Keen Street Road Improvements	Transportation - Highways/Roads/Bridges	0	400,000	0	0	0	0	400,000	400,000	No
40873	2026	019	West Valencia Street Improvements	Transportation - Highways/Roads/Bridges	0	400,000	0	0	0	0	400,000	400,000	No
40874	2026	020	Dahlia Street Road Improvements	Transportation - Highways/Roads/Bridges	0	500,000	0	0	0	0	500,000	500,000	No
42175	2026	021	Animal Shelter Facility	Facilities - Administrative Facilities	0	2,000,000	0	0	0	0	2,000,000	2,000,000	Yes
42177	2026	023	Lutheran and Collins Street Repairs	Transportation - Highways/Roads/Bridges	0	1,000,000	0	0	0	0	1,000,000	1,000,000	Yes
42178	2026	024	8th Street Road Improvments	Transportation - Highways/Roads/Bridges	0	5,000,000	0	0	0	0	5,000,000	5,000,000	Yes
42180	2026	025	Litherland Property Improvements	Facilities - Other	0	500,000	0	0	0	0	500,000	500,000	Yes
42181	2026	026	New City Hall and Administrative Building	Facilities - Administrative Facilities	0	5,000,000	0	0	0	0	5,000,000	5,000,000	Yes
9790	2026	027	Replacement of Solid Waste Heavy Equip	Other - Solid Waste	0	250,000	250,000	250,000	250,000	0	1,000,000	1,000,000	Yes

Number of projects:	26												
Grand Totals	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:						Total Not Yet Funded:
	14,698,000	38,552,584	31,633,500	8,211,333	6,640,400	2,371,250	102,107,072						87,409,072

2026 – 2030 ICIP

Deactivated Projects

Project Deactivated/Removed	Deactivated Reason
38643 Waste Water Backup Generators	FEMA Project
38085 Historic City Museum and Municipal Court	No current Plan and Design/Project was for abatement of materials. Balance of 30,716
27898 Hot Springs Blvd.	Fully Funded CDBG
40206 Las Vegas Parks Improvements.	All the parks were listed and are not one single project. Has to be a single project.
40824 Film Production Studio	Priority Change/ State Priority Film
40863 IT Technology Upgrades	Project Complete
40913 Municipal Court Building Expansion.	Language will be moved to be incorporated into a new City Hall/Municipal Building all inclusive.
15548 Waste Water Collection System	Lack of Funding and Plan and Design
25302 Transfer Station Pavement and Drainage	Lack of Funding and Plan and Design
25356 Rehabilitate/Inspect Water Storage Tanks	Lack of Funding
25211 Water Treatment Plant O & M Improvements	Lack of Funding and Plan and Design
38642 Wastewater Treatment Plant Enclose Disc Filter	Lack of Funding and Plan and Design
38640 Wastewater Treatment Plant Headworks	Lack of Funding and Plan and Design
38641 Wastewater Treatment Plant SCADA System	Lack of Funding and Plan and Design
38659 Solid Waster Mechanic Shop	Lack of Funding and Plan and Design
38658 Well Field Rehabilitation	Lack of Funding and Plan and Design
42176 City of Las Vegas Backup Generators	FEMA Project



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

Meeting Date: June 26, 2024

Date Submitted: 3/12/24

Department: Executive

Item/Topic Request approval of Resolution No. 24-18 adopting an infrastructure Capital Improvement Plan (ICIP).

Fiscal Impact:

Attachments: Resolution No. 24-18

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

Approved For Submittal By:

Reviewed By:

Finance Director

City Manager

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

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved _____

Continued To: _____

Referred To: _____

Denied _____

Other _____

**CITY OF LAS VEGAS, CITY COUNCIL
RESOLUTION 24-18**

A RESOLUTION ADOPTING THE FY 2026-2030 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE Governing Body of the City of Las Vegas, New Mexico that:

1. The City of Las Vegas has adopted the attached FY 2026-2030 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. 23-25

PASSED, APPROVED and ADOPTED by the governing body on this 16th Day of August, 2023.

David Romero, Mayor

Attest:

Casandra Fresquez, City Clerk



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

Meeting Date: June 26, 2024

Date Submitted: June 13, 2024

Department: Finance

Item/Topic: Selection/Approval to award Audit Contract for Fiscal Year 2024, and subsequent years, financial audit for the City of Las Vegas. An Audit Proposal Review Committee was formed and proposals received in response to Request for Proposals were rated and ranked by the Committee. Primarily based upon qualifications, experience, and price, the Committee recommends, on an equal level, either the firm of Patillo, Brown, and Hill or The Jaramillo Accounting Group.


Fiscal Impact: Either contract amount is below the amount approved in City's FY 25 Interim Budget.

Attachments: 1) Request for Proposals, and Proposals from the two highest rated Accounting Firms.


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

Approved For Submittal By:

Reviewed By:



Department Director



Finance Director



City Manager

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

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

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



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

Meeting Date: June 26, 2024

Date Submitted: June 10, 2024

Department: Finance

Item/Topic: Approval of Amendment Number One to Community Development Block Grant No. 21-C-NR-I-01-G-03. The Amendment 1)provides an additional \$511,600.00 funding and, 2)extends the project deadline until December 5, 2024.

Fiscal Impact: This Amendment provides an additional \$511,600.00 for the Hot Springs Blvd. Project with no additional match requirements.

Attachments: Department of Finance and Administration Grant Amendment and related documents.

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

Approved For Submittal By:

Reviewed By:



Department Director



Finance Director



City Manager

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

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

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

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT AGREEMENT AMENDMENT NO. 1

Project No. 21-C-NR-I-01-G-03

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 Entity of the City of Las Vegas, hereinafter referred to as the “Grantee.” This Amendment shall be effective as of May 05, 2024.

RECITALS

WHEREAS, on January 12, 2022, the Community Development Council approved the allocation of \$750,000 to the Grantee for an infrastructure project (hereinafter referred to as “Project”); and

WHEREAS, the Grantee and the Division entered into a Grant Agreement, effective May 05, 2022, in the amount of \$750,000 for the completion of the Project, hereinafter referred to Agreement; and

WHEREAS, on May 13, 2024, the Community Development Council approved the additional allocation from the 2023 Supplemental CDBG funding in the amount of \$511,600.00 to the Grantee for a total CDBG allocation of \$1,261,600.00; and the Grantee requests to increase the Construction line item by \$511,600.00; for a new total construction cost of \$1,197,080.14; and the Grantee requests to extend the project for 7 months through December 05, 2024; and

WHEREAS, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the additional funds will be made available to the Grantee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby mutually agree to amend the Grant Agreement as follows:

- 1 The “The Exhibit 1-B” of the Grant Agreement is hereby replaced in its entirety with “Exhibit 1-B” attached hereto, and
- 2 The “The Exhibit 1-C” of the Grant Agreement is hereby replaced in its entirety with “Exhibit 1-C” attached hereto, and
- 3 All other provisions of the Grant Agreement not amended herein remain in full force and effect.

IN WITNESS WHEREOF, the parties do hereby execute this Amendment.

THIS AMENDMENT has been approved by:

GRANTEE

Chief Elected Official/Authorized Signatory

Date

(Type or Print Name)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By: _____
Jeannette Gallegos, Acting Division Director

Date

Entity Name: <u>City of Las Vegas</u>		<input type="checkbox"/> Grant Agreement		\$ 1,261,600.00	
CDBG Project Number: <u>21-C-NR-I-01-G-03</u>		<input checked="" type="checkbox"/> Grant Amendment		\$ 220,289.70	
Project Cost Activities	Project Funding Sources				Total Project Cost
	CDBG Funds	Other Sources (identify other local, state, federal,			
		Cash Match	Leverage	2023 CDBG Supp	
Administration (Contractual)		\$ 24,905.66			\$ 24,905.66
Architect/Engineer		\$ 42,393.37	\$ 114,235.97		\$ 156,629.34
Other Professional		\$ 5,494.61	\$ 31,053.73		\$ 36,548.34
Inspection (Testing)	\$ 64,519.86	\$ 2,206.36			\$ 66,726.22
Construction	\$ 685,480.14			\$ 511,600.00	\$ 1,197,080.14
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Totals	\$ 750,000.00	\$ 75,000.00	\$ 145,289.70	\$ 511,600.00	\$ 1,481,889.70



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

Meeting Date: June 26, 2024

Date Submitted: 6/10/24

Department: Public Works

Item/Topic: Request for approval of resolution 24-17 to accept supplemental funding that was available through DFA for the short falls of CDBG projects in order to complete projects that were over budget during the bid process, the amount being \$511,600.00. The amount of funding requested will be used for the completion of construction from Mills Avenue to Mora Street on Hot Springs Boulevard. There is no City match requirements for the additional funding.

Fiscal Impact: Budgeting funds in the amount of \$511,600.00.

Attachments: Engineers estimate, Exhibit 1-A project description, Resolution 24-17.


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

Approved For Submittal By:

Reviewed By:



Department Director



Finance Director



City Manager

City 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 _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 24-17

A RESOLUTION TO ACCEPT ADDITIONAL SUPPLEMENTAL FUNDING FOR THE HOT SPRINGS BOULEVARD ROAD IMPROVEMENTS PROJECT, FUNDED BY THE DEPARTMENT OF FIANANCE AND AUTHORITY (DFA) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).

WHEREAS, the City of Las Vegas (“City”) has applied for available supplemental funding through the New Mexico Department of Finance and Authority (DFA) Community Development Block Grant (CDBG) (the “Grant”) for construction, reconstruction, pavement rehabilitation, ADA compliant curb & ramps, drainage improvements, construction management, and miscellaneous construction on Hot Springs Boulevard; and

WHEREAS, the City will be receiving an amount of \$511,600.00 for completing construction on Hot Springs Boulevard from beginning of project (BOP) Mills Avenue to the end of project (EOP) Mora Street; and

WHEREAS, the City would not have to contribute any matching funds in order to receive the amount of funding requested; and

WHEREAS, the City will pay any costs that exceed the project amount being \$1,267,600.00 (total project cost); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body accepts the amount requested for the completion of construction, reconstruction, pavement rehabilitation, ADA compliant curb & ramps, drainage improvements, construction management, and miscellaneous construction of Hot Springs Boulevard from BOP Mills Avenue to EOP Mora Street in the City of Las Vegas.

APPROVED AND ADOPTED this _____ day of June 2024.

ATTEST

By: _____
Casandra Fresquez, City Clerk

CITY OF LAS VEGAS, NEW MEXICO

By: _____
David Romero, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

By:  _____
Attorney



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

***Reviewed:**



Tim Montgomery, City Manager

06/12/2024

Date

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

Date Submitted: June 10, 2024

Department Submitting: Public Works

Submitter: Daniel Gurule

Documents to be reviewed: Resolution accepting additional funding for Hot Springs Blvd CDBG Grant

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: Approved with changes

Date: _____

1



6-13-24

Attorney Review

Date

Approved/Disapproved: (Reason for Disapproval): _____

2



6-13-24

Finance Director

Date

Approved / Disapproved: (Reason for Disapproval): _____

3

Tim Montgomery, City Manager

Date

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

Date: _____

**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.*



The unit prices used in this Opinion of Probable costs are based on 2023 construction experience. All costs have been escalated to 2024 dollars. If construction is not completed in 2024, these costs should be escalated annually until construction is complete.

The following is our opinion of most probable project costs based on our best judgment and experience. Since we have no control over the cost of labor, materials, equipment, competitive bidding, or market conditions, we cannot guarantee that the actual project or construction costs will not vary from the opinion of probable cost prepared.

The total project cost will also be affected by the time of year that bids are solicited, the amount of time allocated for construction, and the total amount of construction performed under a particular contract.

ITEM#	DESCRIPTION	UNIT	UNIT COST	Engineer's Estimate BID LOT 1B		Engineer's Estimate BID LOT 1A	
				QUANTITY	BID PRICE	QUANTITY	BID PRICE
203000	UNCLASSIFIED EXCAVATION	CU. YD.	\$ 15.00	780.00	\$ 11,700.00	420.00	\$ 6,300.00
203211	UNSTABLE SUBGRADE STABILIZATION	SQ. YD.	\$ 25.00	142.00	\$ 3,550.00	232.00	\$ 5,800.00
207000	SUBGRADE PREPARATION	SQ. YD.	\$ 4.00	1420.00	\$ 5,680.00	2320.00	\$ 9,280.00
303160	BASE COURSE 6"	SQ. YD.	\$ 18.00	1420.00	\$ 25,560.00	2320.00	\$ 41,760.00
408100	PRIME COAT MATERIAL	TON	\$ 1,500.00	3.00	\$ 4,500.00	4.50	\$ 6,750.00
416030	HMA SP IV 3"	SQ. YD.	\$ 54.00	1420.00	\$ 76,680.00	2320.00	\$ 125,280.00
451060	CONCRETE PAVEMENT CLASS AA 6"	SQ. YD.	\$ 140.00	0.00	\$ -	30.00	\$ 4,200.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	\$ 10,000.00	1.00	\$ 20,000.00	1.00	\$ 10,000.00
603000	SWPPP PLAN, PREPARATION & MAINTENANCE	L.S.	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00
603262	COMPOSTED MULCHSOCK	LIN. FT.	\$ 10.00	0	\$ -	50.00	\$ 500.00
604310	GEOGRID BASE REINFORCEMENT	SQ. YD.	\$ 7.50	1420.00	\$ 10,650.00	2320.00	\$ 17,400.00
608004	CONCRETE SIDEWALK 4"	SQ. YD.	\$ 130.00	100.00	\$ 13,000.00	390.00	\$ 50,700.00
608106	CONCRETE DRIVEPAD 6"	SQ. YD.	\$ 120.00	240.00	\$ 28,800.00	170.00	\$ 20,400.00
609424	CONCRETE VERTICAL C&G TYPE B 6" X 24"	LIN. FT.	\$ 50.00	60.00	\$ 3,000.00	460.00	\$ 23,000.00
609636	CONCRETE VALLEY GUTTER 6" X 36"	LIN. FT.	\$ 140.00	0	\$ -	52.00	\$ 7,280.00
609706	CONCRETE LAYDOWN CURB 6"	LIN. FT.	\$ 48.00	120.00	\$ 5,760.00	50.00	\$ 2,400.00
618000	TRAFFIC CONTROL MANAGEMENT	L.S.	\$ 100,000.00	1.00	\$ 10,000.00	1.00	\$ 100,000.00
621000	MOBILIZATION	L.S.	\$ 50,000.00	1.00	\$ 25,000.00	1.00	\$ 50,000.00
623520	SPECIAL CONCRETE CHANNEL DRAIN 2.0'Wx2.0'Hx47.8'L W/ GRATE ON TOP	L.S.	\$ 35,000.00	0.00	\$ -	1.00	\$ 35,000.00
662400	MANHOLE ADJUSTMENT	EACH	\$ 2,500.00	0.00	\$ -	2.00	\$ 5,000.00
663850	WATER VALVE ADJUSTMENT	EACH	\$ 1,500.00	0.00	\$ -	3.00	\$ 4,500.00
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	L.S.	\$ 15,000.00	1.00	\$ 15,000.00	1.00	\$ 15,000.00
801000	CONSTRUCTION STAKING BY CONTRACTOR	L.S.	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00
903000	QUALITY ASSURANCE TESTING	L.S.	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00
				Bid Lot Sub-Totals	\$ 288,880.00		\$ 570,550.00
						Sub-Total Bid Lot 1A&B	\$ 859,430.00

	CONSTRUCTION SUBTOTAL	CONTINGENCIES AT 20%	GRT AT 8.1458%	CONSTRUCTION TOTAL
Engineer's Estimate BID LOT 1B	\$288,880.00	\$57,776.00	\$23,531.59	\$370,187.59
Engineer's Estimate BID LOT 1A	\$570,550.00	\$114,110.00	\$46,475.86	\$731,135.86

CONSTRUCTION TOTAL \$1,101,323.45

CONSTRUCTION	\$ 415,843.31
REBIDDING	\$ 8,578.49
OTHER PROFESSIONAL (PM/CM)	\$ 20,178.20
INSPECTION (TESTING) / CONST. OBSERVATION	\$ 67,000.00
TOTAL OF SUPPLEMENTAL FUNDING REQUESTED	\$ 611,600.00

Basic Engineering Services	\$ 145,289.70
Additional Engineering Services	\$ 139,519.86
Additional Supplemental - Re-bidding	\$ 8,578.49
Additional Supplemental - Other Professional Services	\$ 20,178.20
Additional Supplemental - Construction Observation	\$ 67,000.00
TOTAL PROFESSIONAL ENGINEERING SERVICES	\$ 380,566.25

CONSTRUCTION	
Bid Lot 1A	\$ 570,550.00
Bid Lot 1B	\$ 288,880.00
Contingency	\$ 70,007.45
NMGR	\$ 171,885.00
	\$ 1,101,323.45

TOTAL PROJECT COST \$ 1,481,889.70

EXHIBIT 1-A

PROJECT DESCRIPTION

GRANTEE NAME City of Las Vegas

PROJECT NUMBER 21-C-NR-I-01-G-03

GRANT AMOUNT \$1,261,600.00

PROJECT DESCRIPTION

The City of Las Vegas proposes construction, construction management, construction observation, and project closeout of the following proposed scope of work. The project is in west Las Vegas on Hot Springs Blvd. from Mills Street to Mora (STA 2+21 to 12+61) in Las Vegas, New Mexico. The project begins at Latitude 35°35' 49.09"N and Longitude 105°13'54.63"W and ends at approximately Latitude 35°35' 41.92" N and Longitude 105°13' 44.83"W. Hot Springs Blvd. is located off Mills St. which connects to New Mexico Avenue and are highly traveled arterial roads.

The construction scope includes but is not limited to the installation of open gate trench to improve drainage, reconstruction of the existing roadway by removal of the existing asphalt surfacing and extraction to existing sub-grade elevation, installation of geo-grid and approximately 6" of base course and 2 ½" of asphalt, new ADA ramps at the intersections where feasible, new drive pads, sidewalk improvements, and signing and striping. Deteriorated and noncompliant sidewalks will be replaced, and ADA accessible ramps will be provided at intersections with adjacent streets.

NATIONAL OBJECTIVE (from DFA/LGD approved survey)

This project will benefit 13,176 total beneficiaries of which 60 % are Low and Moderate Income (LMI).

CASH MATCH and LEVERAGING

City of Las Vegas will provide a 10% Cash Match of \$75,000 in addition to \$145,289.70 in leveraging.



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

Meeting Date: June 26, 2024

Date Submitted: June 10, 2022

Department: Community Development

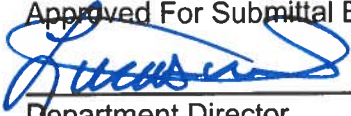
Item/Topic: Approval to enter into Memo of Understanding with Tierra Encantada Farmers Market for the term of 1 year (July 1, 2024, thru July 1, 2025)

Fiscal Impact: None for the City of Las Vegas

Attachments: Original MOU, Redlined MOU


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 Attorney (Approved as to Form)

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

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

Referred To: _____

Continued To: _____
Denied _____
Other _____



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

***Reviewed:**


Tim Montgomery, City Manager

06/12/2024
Date

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

Date Submitted: 6/11/24

Department Submitting: Community Development

Submitter: Lucas Marquez

Documents to be reviewed: Tierra Encantada Farmers Market Memorandum of Understanding

Deadline: **As soon as possible**

Submitter Comments: I would like to get this to the June 26th Council meeting

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

06/13/2024

Date

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

2


Finance Director

6-20-24

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.*

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LAS VEGAS AND
TIERRA ENCANTADA FARMER'S MARKET**

This Memorandum of Understanding ("MOU") is made on this ____ day of _____, 2024 ("Effective Date"), between the City of Las Vegas, a New Mexico home-rule municipality ("City") and the Tierra Encantada Farmer's Market ("Market"), a 501(c)(3) nonprofit. 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 to provide space, and the Market to provide payment to the City, for use of the facility located at 2523 Hot Springs Boulevard, Las Vegas, New Mexico 87701 (the "Premises"). This MOU shall be effective from July 1, 2024 to June 30, 2025, or at such time as this MOU is terminated or extended in writing, whichever comes first.

The parties intend to undertake the following roles and responsibilities pursuant to this MOU, and intend that all terms of this MOU shall remain in effect for the length of this MOU, unless terminated earlier, and all terms shall be binding on all successors in interest.

1. The City shall permit the Market to use the Premises twice a week from July 1, 2024 thru June 30, 2025. During the winter months, November 1, 2024 thru March 31, 2025, the Market may operate twice a month for their winter sales.
2. The Market shall pay to the City an amount equal to two dollars (\$2.00) per day for each vendor who arrives at, uses, or who otherwise accesses the Premises for any reason. Said payment shall be made within thirty (30) days of each use of the Premises. The Parties may substitute all or a portion of the actual payment for "in-kind" payment upon prior written agreement between the Parties (**See Exhibit A**).
3. The Market shall be solely and fully liable and responsible for the Premises, and any claims arising during the Market's possession and/or use of the Premises.
4. Neither party shall be responsible or liable for the acts or omissions of the other party. The Market and the City hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, on the sole condition that such loss and/or damage is fully covered by said insurance policies and payable to the party who sustained the loss and/or damage. The Market shall indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action whatsoever. The Market further agrees to hold the City harmless from all claims for injury, damages or death sustained by the Market, the Market's employees, volunteers, vendors, agents or other representatives, including all persons who may act in any agency role for the Market. No provision of this MOU modifies or waives any provision of the New Mexico Tort Claims Act.
5. Each party pledges in good faith to proceed 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. The Market shall not have authority to enter into any contract binding upon the City or to create any obligation on the part of the City.

6. Any modification to this MOU shall be made in writing and signed by both parties and their designees. This MOU contains the entire understanding between the City and Market with respect to the subject matter herein, and all prior negotiations, writings, agreements and understandings are merged into and are superseded by this MOU. No statement, promise or inducement made by the City or Market, either written or oral, which is not contained in this MOU is binding between the City and the Market.

IN WITNESS WHEREOF, the parties have set their hands on the Effective Date.

ATTEST


CITY OF LAS VEGAS, NEW MEXICO

By: _____
Casandra Fresquez, City Clerk

By: _____
Tim Montgomery, City Manager

**APPROVED AS TO LEGAL
SUFFICIENCY**

**TIERRA ENCANTADA FARMER'S
MARKET**

By:  _____
City Attorney

By: _____
Name of Signatory

Exhibit A

The Market and City Mutual Services

- A. The City of Las Vegas recognizes that the west side of the community has been designated as a “Food Desert” and by setting up and providing a Farmers Market on that side of town, Tierra Encantada provides food resources and other community services as listed below. As long as the Market continues to maintain the premises and provide these services, the City will consider this as in-kind payment for using the premises.

The Market will provide the following services on a continuing basis while using the City Facilities:

1. Electronic Benefit Transfer (EBT) is the food stamp program available to be used at farmers markets, as well as grocery stores, to be used for any food - veggies, fruit, eggs, meat, baked goods, and food producing plants.
 2. Double Up Food Bucks. This is a metal token which can only be used for fresh fruits and vegetables grown in NM. These tokens can be used at any participating farmers market and participating grocery stores.
 3. El Centro. Provides "prescriptions" to patients who would benefit from fresh fruits and vegetables. This year the NM Farmers Marketing Assoc will be expanding the program, calling it "Fresh Rx" and using tokens. It is funded by a USDA grant, and is a statewide program with community health centers and farmers markets.
 4. Farmers Market Nutrition Program is associated with WIC. Checks are given directly to participants who spend them directly with the vendor. This is funded by the USDA.
 5. Property Maintenance. During the period of this MOU the Market shall maintain the property appearance to include mowing, weed-whacking, trash pickup, etc.
- B. The City will, in addition to providing the premises as stipulated in this agreement, provide and maintain a “Port-a-Potty” on the Premises. The Market will be responsible for cleaning the unit and the City will remove the waste periodically.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LAS VEGAS AND
TIERRA ENCANTADA FARMER'S MARKET**

This Memorandum of Understanding ("MOU") is made on this _____ day of _____, 2024 ("Effective Date"), between the City of Las Vegas, a New Mexico home-rule municipality ("City") and the Tierra Encantada Farmer's Market ("Market"). 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 to provide space, and the Market to provide payment to the City, for use of the facility located at 2523 Hotsprings Boulevard, Las Vegas, New Mexico 87701 (the "Premises"). This MOU shall be effective from the Effective Date to the end of the selling season, October 31st 2024, or at such time as this MOU is terminated or extended in writing, whichever comes first.

The parties intend to undertake the following roles and responsibilities pursuant to this MOU, and intend that all terms of this MOU shall remain in effect for a period of thirty (30) following the Effective Date, unless terminated earlier, and all terms shall be binding on all successors in interest.

1. The City shall permit the Market to use the Premises ~~twice~~ once a week between ~~July~~ April 1, 2024 ~~thru July and May 1, 2025~~, and twice per week between June 1, 2024 and October 31, 2024. During winter months the Market may operate twice a month for their "Quick Shop" Sales.
2. The Market shall pay to the City an amount equal to two dollars (\$2.00) per day for each vendor who arrives at, uses, or who otherwise accesses the Premises for any reason. Said payment shall be made within thirty (30) days of each use of the Premises. The Parties may substitute all or a portion of the actual payment for "in-kind" payment upon prior written agreement between the Parties (**See Exhibit A**).
3. The Market shall be solely and fully liable and responsible for the Premises, and any claims arising during the Market's possession and/or use of the Premises.
4. Neither party shall be responsible or liable for the acts or omissions of the other party. The Market and the City hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, on the sole condition that such loss and/or damage is fully covered by said insurance policies and payable the party who sustained the loss and/or damage. The Market shall indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action whatsoever. The Market further agrees to hold the City harmless from all claims for injury, damages or death sustained by the Market, the Market's employees, volunteers, vendors, agents or other representatives, including all persons who may act in any agency role for the Market. No provision of this MOU modifies or waives any provision of the New Mexico Tort Claims Act.
5. Each party pledges in good faith to proceed 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. The Market shall not have authority to enter into any contract binding upon the City or to create any obligation on the part of the City.

6. Any modification to this MOU shall be made in writing and signed by both parties and their designees. This MOU contains the entire understanding between the City and Market with respect to the subject matter herein, and all prior negotiations, writings, agreements and understandings are merged into and are superseded by this MOU. No statement, promise or inducement made by the City or Market, either written or oral, which is not contained in this MOU is binding between the City and the Market.

IN WITNESS WHEREOF, the parties have set their hands on the Effective Date.

City of Las Vegas:

Tierra Encantada Farmer's Market:

Timothy Montgomery, City Manager

Name of signatory

ATTEST:

Casandra Fresquez, City Clerk

Printed Name

Approved as to legal sufficiency only:

City Attorney

Exhibit A

The Market and City Mutual Services

- A. The City of Las Vegas recognizes that the west side of the community has been designated as a “Food Desert” and by setting up and providing a Farmers Market on that side of town, Tierra Encantada provides food resources and other community services as listed below. As long as the Market continues to maintain the premises and provide these services, the City will consider this as in-kind payment for using the premises.

The Market will provide the following services on a continuing basis while using the City Facilities:

1. Electronic Benefit Transfer (EBT) is the food stamp program available to be used at farmers markets, as well as grocery stores, to be used for any food - veggies, fruit, eggs, meat, baked goods, and food producing plants.
 2. Double Up Food Bucks. This is a metal token which can only be used for fresh fruits and vegetables grown in NM. These tokens can be used at any participating farmers market and participating grocery stores.
 3. El Centro. Provides "prescriptions" to patients who would benefit from fresh fruits and vegetables. This year the NM Farmers Marketing Assoc will be expanding the program, calling it "Fresh Rx" and using tokens. It is funded by a USDA grant, and is a statewide program with community health centers and farmers markets.
 4. Farmers Market Nutrition Program is associated with WIC. Checks are given directly to participants who spend them directly with the vendor. This is funded by the USDA.
 5. Property Maintenance. During the period of this MOU the Market shall maintain the property appearance to include mowing, weed-whacking, trash pickup, etc.
- B. The City will, in addition to providing the premises as stipulated in this agreement, provide and maintain a “Port-a-Potty” on the Premises. The Market will be responsible for cleaning the unit and the City will remove the waste periodically.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LAS VEGAS AND
TIERRA ENCANTADA FARMER'S MARKET**

This Memorandum of Understanding ("MOU") is made on this 5th day of May, 2023 ("Effective Date"), between the City of Las Vegas, a New Mexico home-rule municipality ("City") and the Tierra Encantada Farmer's Market ("Market"). 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 to provide space, and the Market to provide payment to the City, for use of the facility located at 2522 Hot Springs Boulevard, Las Vegas, New Mexico 87701 (the "Premises"). This MOU shall be effective from the Effective Date to March 31st 2024, or at such time as this MOU is terminated or extended in writing, whichever comes first.

The parties intend to undertake the following roles and responsibilities pursuant to this MOU, and intend that all terms of this MOU shall remain in effect from the Effective Date to March 31, 2024, or at such time as this MOU is terminated or extended in writing, whichever comes first. for a period of thirty (30) days following the Effective Date, unless terminated earlier, all terms shall be binding on all successors in interest.

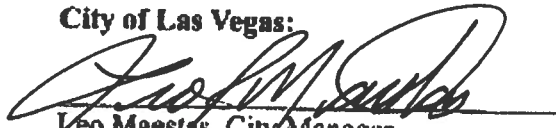
1. The City shall permit the Market to use the Premises once a week between April 1, 2023 and May 31, 2023, and twice per week between June 1, 2023 and October 31, 2023. And twice a month from November 1, 2023 to March 31, 2024.
2. The Market shall pay to the City an amount equal to two dollars (\$2.00) per day for each vendor who arrives at, uses, or who otherwise accesses the Premises for any reason. Said payment shall be made within thirty (30) days of each use of the Premises. The Market shall be solely liable and responsible for any and all maintenance of the Premises during the term of the MOU, including without limitation mowing weeding, trash pick up and disposal, and other matters as directed by the City Manager. The City will provide a single porta-potty, and the Market will keep it clean. The Market shall also provide transaction/payment services (for example EBT) for local agricultural goods as "in-kind" services as consideration for this MOU **(See Exhibit A)**
3. The Market shall be solely and fully liable and responsible for the Premises, and any claims arising during the Market's possession and/or use of the Premises.
4. Neither party shall be responsible or liable for the acts or omissions of the other party. The Market and the City hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, on the sole condition that such loss and/or damage is fully covered by said insurance policies and payable the party who sustained the loss and/or damage. The Market shall indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action whatsoever. The Market further agrees to hold the City harmless from all claims for injury, damages or death sustained by the Market, the Market's employees, volunteers, vendors, agents or other representatives, including all

persons who may act in any agency role for the Market. No provision of this MOU modifies or waives any provision of the New Mexico Tort Claims Act.


5. Each party pledges in good faith to proceed 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. The Market shall not have authority to enter into any contract binding upon the City or to create any obligation on the part of the City.
6. Any modification to this MOU shall be made in writing and signed by both parties and their designees. This MOU contains the entire understanding between the City and Market with respect to the subject matter herein, and all prior negotiations, writings, agreements, and understandings are merged into and are superseded by this MOU. No statement, promise, or inducement made by the City or Market, either written or oral, which is not contained in this MOU is binding between the City and the Market.

IN WITNESS WHEREOF, the parties have set their hands on the Effective Date.

City of Las Vegas:


Leo Maestas, City Manager

Tierra Encantada Farmer's Market:


Signature

ATTEST:


Casandra Fresquez, City Clerk

Printed Name: Cordia A. Sammeth

Approved as to legal sufficiency only:

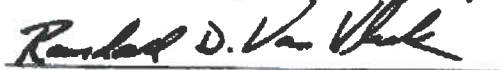

Ronald D. Van Vleet

Exhibit A

The Market and City Mutual Services

- A. The City of Las Vegas recognizes that the west side of the community has been designated as a “Food Desert” and by setting up and providing a Farmers Market on that side of town, Tierra Encantada provides food resources and other community services as listed below. As long as the Market continues to maintain the premises and provide these services, the City will consider this as in-kind payment for using the premises.

The Market will provide the following services on a continuing basis while using the City Facilities:

1. Electronic Benefit Transfer (EBT) is the food stamp program available to be used at farmers markets, as well as grocery stores, to be used for any food - veggies, fruit, eggs, meat, baked goods, and food producing plants.
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- B. The City will, in addition to providing the premises as stipulated in this agreement, provide and maintain a “Port-a-Potty” on the Premises. The Market will be responsible for cleaning the unit and the City will remove the waste periodically.



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

Meeting Date: June 26, 2024

Date Submitted: 6/10/24

Department: City Clerk

Item/Topic: Request approval of Resolution No. 24-16, a resolution establishing reasonable notice of City Council Meetings in compliance with the open Meetings Act (OMA).


As per the OMA, a resolution is required annually. This resolution repeals and replaces all previous City of Las Vegas resolutions regarding "Reasonable notice of City Council Meetings in compliance with the open meetings act". Only those Boards, Commissions and Committees that are subject to OMA are listed on the Open Meetings Act Resolution which is effective July 1, 2024.

Fiscal Impact:

Attachments: Resolution No. 24-16 and previous Resolution 23-16

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

Approved For Submittal By:


Department Director

Reviewed By:


Finance Director


City Manager

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

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

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

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 24-16

A RESOLUTION ESTABLISHING REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT; REPEALS AND REPLACES ALL PREVIOUS CITY OF LAS VEGAS RESOLUTIONS REGARDING "REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT."

WHEREAS, Section 10-15-1 (B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to 10-15-4) provides that, except as may be otherwise provided in the New Mexico Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policy-making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs and at which a majority of a quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1 (D) of the Open Meetings Act requires the City council to determine at least annually what constitutes reasonable notice of its public meetings. NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body authorizes and approves the following:

1. Regular Business Meeting. Pursuant to Article II, Section 2.07 (B) of the City of Las Vegas Municipal Charter, all Regular Business Meetings of the Las Vegas City Council shall be held on the second and third Wednesday of each month at 5:30 p.m. at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico. The agenda will be available at least seventy-two hours prior to the meetings from the City Clerk whose office is located at the George Arellanes Municipal Complex, 1700 North Grand Avenue, Las Vegas, New Mexico or via virtual software as provided by law. Notice of said meetings will be posted on the City's website, www.lasvegasnm.gov and shall be printed in a newspaper(s) of general circulation one (1) time, at the beginning of the fiscal year; and shall be telephoned, e-mailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice. Meetings may only be canceled, postponed or rescheduled by vote of at least three members of the Council. If a regular meeting is postponed, notice of the new time and date of said meeting may

be printed in a newspaper(s) of general circulation; and shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice at least seventy-two hours to the specific time of the meeting or at the earliest date and time possible. If the date and time of the Regular meeting permanently changed, the new date and time shall be printed in a newspaper(s) of general circulation twice, one (1) week apart.

2. Other Meetings Not Regularly Scheduled. Special meetings may be called by the Mayor or a majority of the members of the City Council by giving notice to each member of the Council, personally served or left at his/her usual place of residence seventy-two hours prior to the meeting. Notice of said special meeting will be posted on the City's website, www.lasvegasnm.gov and may be printed in a newspaper(s) of general circulation at least seventy-two hours before the meeting date or on the earliest date possible prior to the date of the meeting. Notice of said special meeting shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcement at least seventy-two hours prior to the specific time of the meeting or on the earliest date possible prior to the time of the meeting.

3. Emergency Meetings. Emergency meetings shall be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The City Council will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the members upon notice as practical under the circumstances. If time permits, notice of said meeting may be printed in a newspaper(s) of general circulation on the earliest date possible as soon as the meeting is called. If time permits, notice of said meeting shall also be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcements on the earliest date and time possible prior to the time of the meeting.

4. Closed Meetings. The City Council may close a meeting to the public if the subject matter of such discussion or action is exempt from the open meetings requirement pursuant to NMSA Section 10-15-1(H) of the Open Meetings Act.

a. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the City Council taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

b. If a closed meeting is conducted when the City Council is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members and to the general public.

c. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

d. Except as provided in NMSA Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussion in a closed meeting shall be made by vote of the City Council in an open meeting.

5. Reconvened Meetings. Pursuant to Subsection E of Section 10-15-1, NMSA 1978, the Governing Body may recess and reconvene a meeting to a day subsequent to that stated in the meeting notice, if, prior to recessing, the Governing Body specifies the date, time and place for continuation of the meeting, and immediately following the recessed meeting, posts notice of the date, time and place for the reconvened meeting on or near the door of the place where the original meeting was held and in at least one other location appropriate to provide public notice of the continuation of the meeting. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting.

6. Notice Posting Locations and Content. For the purposes of all meetings of the Governing Body described in this Resolution, notice requirements are met if notice of the date, time, place and agenda is posted on the City's website and in the City Hall Lobby. All notices shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two hours before any meeting or at the earliest possible time in case of emergency meetings. The City Council may be flexible on agenda postings under considerable circumstances. All notices shall also contain the following language: If you are an individual with a disability, who is in need of an auxiliary aid or service to attend or participate in a meeting, please contact the City Clerk at (505) 454-1401 at least 3 days in advance to make arrangements.

7. Permanent Boards and Commissions. The regular scheduled meetings of the City of Las Vegas' Permanent Boards and Commissions, subject to the Open Meetings Act are as follows:

- Planning & Zoning Commission/Board of Adjustments - Last Monday of the month at 4:00 p.m. -City Council Chambers;
- Design Review Board – Third Monday of the month at 4:00 p.m. – City Council Chambers;
- Lodger’sTax Advisory Board – (Quarterly), (January, April, July, October) Second Tuesday of the month at 2:00p.m. -City Council Chambers;
- Police Advisory Commission – Third Thursday of the month at 3:00 p.m. — City Council Chambers;
- Extra-Territorial Zoning Commission – Third Tuesday of the month at 4:00 p.m. – City Council Chambers; (will meet once appointed)
- Campaign and Ethics Board -Last Thursday of the Month at 5:30p.m.- City Council Chambers; (will meet once appointed)
- Library Board – (Quarterly), (January, April, July, October) Last Tuesday of the month at 10:00 a.m.-Carnegie Library;
- Museum Board - Second Thursday of the month at 5:15p.m.– Museum;
- Airport Board – (Quarterly), (January, April, July, October) Second Tuesday of the Month at 10:00 a.m.– City Council Chambers
- Charter Commission – First Thursday of the Month at 1:30 p.m. – City Council Chambers; (will meet once appointed)

8. This resolution repeals and replaces all previous City resolutions regarding notice of public meetings for the City’s Council, Boards and Commissions. Nothing in this resolution shall be construed, or is intended to be construed, to impose additional obligations upon any City Board or Commission regarding the Open Meetings Act, as all City Boards and Commissions are strictly advisory.

APPROVED AND ADOPTED this 26th day of June 2024.

David Romero, Mayor

ATTEST:

Casandra Fresquez, City Clerk

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 23-16

A RESOLUTION ESTABLISHING REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT; REPEALS AND REPLACES ALL PREVIOUS CITY OF LAS VEGAS RESOLUTIONS REGARDING "REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT."

WHEREAS, Section 10-15-1 (B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to 10-15-4) provides that, except as may be otherwise provided in the New Mexico Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policy-making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs and at which a majority of a quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1 (D) of the Open Meetings Act requires the City council to determine at least annually what constitutes reasonable notice of its public meetings. NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body authorizes and approves the following:

1. Regular Business Meeting. Pursuant to Article II, Section 2.07 (B) of the City of Las Vegas Municipal Charter, all Regular Business Meetings of the Las Vegas City Council shall be held on the second and third Wednesday of each month at 5:30 p.m. at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico. The agenda will be available at least seventy-two hours prior to the meetings from the City Clerk whose office is located at the George Arellanes Municipal Complex, 1700 North Grand Avenue, Las Vegas, New Mexico or via virtual software as provided by law. Notice of said meetings will be posted on the City's website, www.lasvegasnm.gov and shall be printed in a newspaper(s) of general circulation one (1) time, at the beginning of the fiscal year; and shall be telephoned, e-mailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice. Meetings may only be canceled, postponed or rescheduled by vote of at least three members of the Council. If a regular meeting is postponed, notice of the new time and date of said meeting may

be printed in a newspaper(s) of general circulation; and shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice at least seventy-two hours to the specific time of the meeting or at the earliest date and time possible. If the date and time of the Regular meeting permanently changed, the new date and time shall be printed in a newspaper(s) of general circulation twice, one (1) week apart.

2. Other Meetings Not Regularly Scheduled. Special meetings may be called by the Mayor or a majority of the members of the City Council by giving notice to each member of the Council, personally served or left at his/her usual place of residence seventy-two hours prior to the meeting. Notice of said special meeting will be posted on the City's website, www.lasvegasnm.gov and may be printed in a newspaper(s) of general circulation at least seventy-two hours before the meeting date or on the earliest date possible prior to the date of the meeting. Notice of said special meeting shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcement at least seventy-two hours prior to the specific time of the meeting or on the earliest date possible prior to the time of the meeting.

3. Emergency Meetings. Emergency meetings shall be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The City Council will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the members upon notice as practical under the circumstances. If time permits, notice of said meeting may be printed in a newspaper(s) of general circulation on the earliest date possible as soon as the meeting is called. If time permits, notice of said meeting shall also be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcements on the earliest date and time possible prior to the time of the meeting.

4. Closed Meetings. The City Council may close a meeting to the public if the subject matter of such discussion or action is exempt from the open meetings requirement pursuant to NMSA Section 10-15-1(H) of the Open Meetings Act.

a. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the City Council taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

b. If a closed meeting is conducted when the City Council is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members and to the general public.

c. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

d. Except as provided in NMSA Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussion in a closed meeting shall be made by vote of the City Council in an open meeting.

5. **Reconvened Meetings.** Pursuant to Subsection E of Section 10-15-1, NMSA 1978, the Governing Body may recess and reconvene a meeting to a day subsequent to that stated in the meeting notice, if, prior to recessing, the Governing Body specifies the date, time and place for continuation of the meeting, and immediately following the recessed meeting, posts notice of the date, time and place for the reconvened meeting on or near the door of the place where the original meeting was held and in at least one other location appropriate to provide public notice of the continuation of the meeting. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting.

6. **Notice Posting Locations and Content.** For the purposes of all meetings of the Governing Body described in this Resolution, notice requirements are met if notice of the date, time, place and agenda is posted on the City's website and in the City Hall Lobby. All notices shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two hours before any meeting or at the earliest possible time in case of emergency meetings. The City Council may be flexible on agenda postings under considerable circumstances. All notices shall also contain the following language: If you are an individual with a disability, who is in need of an auxiliary aid or service to attend or participate in a meeting, please contact the City Clerk at (505) 454-1401 at least 3 days in advance to make arrangements.

7. **Permanent Boards and Commissions.** The regular scheduled meetings of the City of Las Vegas' Permanent Boards and Commissions, subject to the Open Meetings Act are as follows:

- Planning & Zoning Commission/Board of Adjustments - Last Monday of the month at 4:00 p.m. -City Council Chambers;
- Design Review Board – Third Monday of the month at 4:00 p.m. – City Council Chambers;
- Lodger’sTax Advisory Board – (Quarterly), (January, April, July, October) Second Tuesday of the month at 2:00p.m. -City Council Chambers;
- Police Advisory Commission – Third Thursday of the month at 3:00 p.m. — City Council Chambers;
- Extra-Territorial Zoning Commission – Third Tuesday of the month at 4:00 p.m. – City Council Chambers; (will meet once appointed)
- Campaign and Ethics Board -Last Thursday of the Month at 5:30p.m.- City Council Chambers; (will meet once appointed)
- Library Board – (Quarterly), (January, April, July, October) Last Tuesday of the month at 10:00 a.m.-Carnegie Library;
- Museum Board - Second Thursday of the month at 5:15p.m.– Museum;
- Airport Board – (Quarterly), (January, April, July, October) Second Tuesday of the Month at 10:00 a.m.– City Council Chambers
- Charter Commission – First Thursday of the Month at 1:30 p.m. – City Council Chambers; (will meet once appointed)

8. This resolution repeals and replaces all previous City resolutions regarding notice of public meetings for the City’s Council, Boards and Commissions. Nothing in this resolution shall be construed, or is intended to be construed, to impose additional obligations upon any City Board or Commission regarding the Open Meetings Act, as all City Boards and Commissions are strictly advisory.

APPROVED AND ADOPTED this 21st day of June 2023.


 Louie A. Trujillo, Mayor

ATTEST:

 Casandra Fresquez, City Clerk



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

Meeting Date: June 26, 2024

Date Submitted: 6/18/24

Department: Executive

Item: Update/ Possible Direction regarding City investments

The Mayor and Council need an update from the Finance Department regarding City investments.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:
Mayor David Romero

Reviewed By:

Finance Director

City Manager

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

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

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



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

Meeting Date: June 26, 2024

Date Submitted: 6/20/24

Department: Executive

Item: Discussion/Possible Direction regarding the Fiesta Committee.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:
Mayor David Romero

Reviewed By:



Finance Director



City Manager

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

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

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



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

Meeting Date: June 26, 2024

Date Submitted: 6/20/24

Department: Executive

Item: Review/Discussion and Approval regarding City Hall repair costs.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:
Mayor David Romero



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 _____



AGM KONSTRUCTION & ENVIRONMENTAL SERVICES

1570 Pacheco Street Suite E6
Santa Fe NM 87505

Client: City of LV-Suppliment #2
Property: 1700 N Grand
Las Vegas, NM 87701

Operator: MIKE

Estimator: Mike Martinez
Position: Estimator/Project Manager
Company: AGM Konstruction & Restoration
Business: 1570 Pacheco St, Suite E6
Santa Fe, NM 87505

Business: (505) 690-6779
E-mail: mike@agmkonstruktion.com

Type of Estimate:

Date Entered: 6/4/2024

Date Assigned:

Price List: NMSF8X_MAY24

Labor Efficiency: Restoration/Service/Remodel

Estimate: LAS_VEGAS_CITY_SUP2



AGM KONSTRUCTION & ENVIRONMENTAL SERVICES

1570 Pacheco Street Suite E6
Santa Fe NM 87505

LAS_VEGAS_CITY_SUP2

LAS_VEGAS_CITY_SUP2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Windows - Wood- Replace all windows (11)	1.00 EA	0.00	24,000.00	2,010.00	26,010.00
2. Ductwork system - replace all Ducting work in Basement	1.00 EA	0.00	33,530.00	2,808.14	36,338.14
5. Replace Units in basement	1.00 EA	0.00	18,660.00	1,562.78	20,222.78
6. Furnace Upstairs Unit	1.00 EA	0.00	6,400.00	536.00	6,936.00
Total: LAS_VEGAS_CITY_SUP2				6,916.92	89,506.92
Line Item Totals: LAS_VEGAS_CITY_SUP2				6,916.92	89,506.92



AGM KONSTRUCTION & ENVIRONMENTAL SERVICES

1570 Pacheco Street Suite E6
Santa Fe NM 87505

Summary

Line Item Total	82,590.00
Sales Tax	6,916.92
Replacement Cost Value	\$89,506.92
Net Claim	\$89,506.92

Mike Martinez
Estimator/Project Manager