



City of Las Vegas

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Mayor David Romero

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
August 12, 2024–Monday– 5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

AGENDA

*City Council Meetings are
Available via YouTube*

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
- VIII. **COUNCILORS' REPORTS**
- IX. **CITY MANAGER'S REPORT**

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

X. APPROVAL OF MINUTES (July 17 and July 29 , 2024)

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

1. Approval of Addendum #1 to Contract #4003-23 with HDR Engineering, Inc. for Water Treatment Plant facility planning, design and construction engineering services.

Travis Martinez, Interim Utilities Director RFP #2023-24 was awarded on 8/24/23. Contract #4003-23 was signed on 8/24/23. The extended term of this agreement will be for 1 year.

2. Approval of Addendum #1 to Contract #4004-23 with Molzen Corbin & Associate for Water Treatment Plant facility planning, design and construction engineering services.

Travis Martinez, Interim Utilities Director RFP #2023-24 was awarded on 8/24/23. Contract #4004-23 was signed on 8/24/23. The extended term of this agreement will be for 1 year.

3. Approval of Addendum #3 to Contract #3784-21 with Molzen Corbin & Associates for waste water professional engineering services.

Travis Martinez, Interim Utilities Director RFP #2021-23 was awarded on 8/18/21. Contract #3784-21 was signed on 8/31/21. The extended term of this agreement will be for 1 year.

4. Approval of Addendum #3 to Contract #3785-21 with Souder Miller & Associates for waste water professional engineering services.

Travis Martinez, Interim Utilities Director RFP #2021-23 was awarded on 8/18/21. Contract #3785-21 was signed on 8/31/21. The extended term of this agreement will be for 1 year.

5. Approval of Addendum #3 to Contract #3782-21 with James, Cooke & Hobson for pump, motor and mechanical repair as needed.

Travis Martinez, Interim Utilities Director RFP #2021-25 was awarded on 8/18/21. Contract #3782-21 was signed on 8/31/21. The extended term of this agreement will be for 1 year.

6. Approval of Addendum #3 to Contract #3787-21 with Alpha Southwest for pump, motor and mechanical repair as needed.

Travis Martinez, Interim Utilities Director RFP #2021-25 was awarded on 8/18/21. Contract #3787-21 was signed on 8/31/21. The extended term of this agreement will be for 1 year.

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

Caleb Marquez, Police Chief The Department of Finance and Administration, Local Government Division has notified the Police Department of the LEPF distribution which will be made in September of 2024.

XII. BUSINESS ITEMS

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

Cassandra Fresquez, City Clerk The applicant, Dave's Diner, LLC is requesting approval of a Restaurant A, Liquor License with On-Premised consumption. The Director of Alcohol Beverage Control Division (ABC) has reviewed the referenced application and granted preliminary approval. The application has been forwarded to our Governing Body for consideration of the liquor license application. All zoning and publication requirements have been met.

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

Morris Madrid, Finance Director Authorization is required by the City of Las Vegas Governing Body designating officials authorized to make deposits or withdrawals.

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

Arturo Padilla, Parks and Recreation Director The Las Vegas Soccer League is requesting to utilize Marrujo Park, Hanna Park and Pancho Padilla Park for the upcoming soccer season.

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

Arnold Lopez, Public Works Director The agreement is for a Capital Appropriation Grant in the amount of \$50,000.00 to be used for planning, design and construct road improvements, including sidewalks, drainage and curb and gutter on El Creston Circle. The NMDOT is to fund 100% of the grant offer.

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

Arnold Lopez, Public Works Director Public Works is requesting review and input of archway/gateway designs.

6. Request approval of the surplus from a 2018 Semi End Dump Trailer (EHRD 40) purchased by the Solid Waste Department, and approve the removal from the inventory and to authorize the sale through advertisement by a sealed bid process.

Arnold Lopez, Public Works Director The bids received will be opened at a scheduled date in public. The Trailer is not being utilized due to safety operation concerns and has not been used in five years.

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

Tim Montgomery, City Manager As per the Municipal City Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

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

Tim Montgomery, City Manager This position was previously under the direction of the Community Development Department and removed from the Org Charts for contracting purposes. As per the Municipal City Charter, Section 5.07 Departments; Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

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

Tim Montgomery, City Manager As per the Municipal City Charter, Section 5.07 Departments; Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

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

Tim Montgomery, City Manager The change of scope will include removing the ductwork, not replacing the furnace and adding the bathroom construction at no additional cost.

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

Tim Montgomery, City Manager The 2024 ICMA Conference will bring together City Managers from around the world to connect and learn from peers, focus on emerging trends and challenges and provide solutions to help them prepare for the future. Total estimated cost is \$4,424.00

XIII. EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H) (2) Limited Personnel matters: **Discussion on appointments of the Water Utilities Director, Gas Utilities Director and Community Services Director.**

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

XIV. EXECUTIVE SESSION ACTION ITEMS

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

Tim Montgomery, City Manager As per the Municipal City Charter, Section 5.07 Departments; C. The City Manager shall appoint department directors, subject to approval by the Governing Body.

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

Tim Montgomery, City Manager As per the Municipal City Charter, Section 5.07 Departments; C. The City Manager shall appoint department directors, subject to approval by the Governing Body.

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

Tim Montgomery, City Manager As per the Municipal City Charter, Section 5.07 Departments; C. The City Manager shall appoint department directors, subject to approval by the Governing Body.

XV. ADJOURN

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

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

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

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD
ON WEDNESDAY, JULY 17, 2024 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.**

MAYOR: David Romero *Absent*

COUNCILORS: Marvin Martinez
Barbara Casey
Michael L. Montoya *Mayor Pro Tem*
David Ulibarri

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

CALL TO ORDER

Mayor Pro Tem Montoya called the meeting to order at 5:30 pm.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Martinez asked for a moment of silence to thank all the citizens of Las Vegas for helping with conserving water.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as presented. Councilor Ulibarri seconded the motion. Mayor Pro Tem Montoya asked if all were in favor. All were in favor.

PUBLIC INPUT

City Clerk Fresquez advised that there was no public input.

MAYOR’S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Pro Tem Montoya thanked the following people who donated and assisted Las Vegas during the water crisis; the Taos Fiesta Committee, the Santa Fe Fiesta Committee, the Las Vegas Community Foundation, State Employees Credit Union, Albuquerque Senior Citizens, the Hillcrest Restaurant, HelpNM, the City of Santa Rosa, the City of Santa Fe, and support from different individuals. Mayor Pro Tem Montoya thanked all employees who helped, the Red Cross and San Miguel County.

Mayor Pro Tem Montoya provided recognition certificates for RHS Championship Athletes.

Mayor Pro Tem Montoya asked NMHU President, Dr. Neil Woolf to introduce himself.

Mayor Pro Tem Montoya read a proclamation for Juan Ortega.

Mr. Ortega thanked Council for recognizing him.

Creation of Economic Development Committee and appointment of the following individuals: Matt Martinez, Michael Quintana, David Valdez, Andrea Encinias, Jeff Salman and NMHU President, Dr. Neil Woolf.

Discussion took place regarding Section 6.08 Advisory Committees of the City Charter.

Councilor Martinez made a motion to approve the creation of the Economic Development Committee. Councilor Casey seconded the motion. Mayor Pro Tem Montoya asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
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City Clerk Fresquez advised the motion carried.

COUNCILORS' REPORTS

Councilor Casey advised that she received several phone calls regarding issues with standing water due to recent rainfall and advised that the City cannot do any type of repairs on private property.

Councilor Ulibarri asked when pothole patching would resume.

City Manager Montgomery advised once the streets are dried, Public Works would go out to assess the streets.

Councilor Ulibarri advised that there had been ATVs going into yards around the area of Rodriguez Park and asked if the Police Chief could have officers patrol the area.

Councilor Martinez advised that he was also approached by citizens regarding issues from flooding and suggested an MOU with San Miguel County to share costs for repairs.

Councilor Montoya thanked the Sulzer Group for their help during the water crisis and advised that the deadline to file a claim with FEMA is November 14th.

POLICE CHIEF'S REPORT

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

- Field Operations Division (patrol) calls
- Communication Division
- Animal Care Center updates/events
- Information Division/Records
- Street Crimes Division updates
- Travel/Trainings
- Recruitment updates
- Recognition of Officer Christian Garcia
- Community Events
- Department vacancies (26)

Councilor Martinez thanked Police Chief Marquez and all his staff for their hard work.

Councilor Montoya asked if the Animal Care Center was accepting animals and what the hours of operation was.

Police Chief Marquez advised yes, and the hours of operation are Monday, Tuesday and Saturday 8 am - 5 pm.

Discussion took place regarding the Legislative funding in the amount of \$750,000 for plan and design of a new animal shelter facility.

Councilor Montoya thanked Police Chief for all he did during the water crisis and asked to monitor the riverwalk due to people riding bikes and skateboarding in the area.

Councilor Ulibarri asked if officers could monitor kids riding bikes and skateboards during Friday Al Fresco.

FINANCE REPORT

Finance Director Morris Madrid discussed the final budget approval process which would be done during a special meeting this month. Finance Director Madrid advised that in communication with DFA between the time that they prepared and approved the interim budget and now there were a lot of things that occurred. Finance Director Madrid advised that there was funding that came in before the end of the year, and funding that would take effect July 1st that was not incorporated in the interim budget. Finance Director Madrid advised that the question was should they amend the interim budget and incorporate it into the final or should they leave it as is which is normal practice for local government statewide and just update the cash balances from estimated to actuals. Finance Director Madrid advised that in early August they would have a meeting with a stack of budget adjustments, which is more work but it's also more detailed information for the governing body and the community. Finance Director Madrid

advised that they would reveal the particular purposes of all the funding initiatives and the funding would define the purpose.

Finance Director Madrid advised that there would be a second part to that because of the way that the budget was prepared not all of the initiatives from the departments were included. Finance Director Madrid advised that there would be another part to the adjustment of the budget initially and the City Manager and himself would listen to those requests and bring Council the ones that are appropriate. Finance Director Madrid advised that the only real change Council would see is on the summary sheet with the cash balances. Finance Director Madrid advised that the criteria for DFAs approval of the budget is to start off with appropriate reserves, estimate your revenues/expenditures, define the transfers, transfers have to balance, what are your investments and your reserves. Finance Director Madrid advised that the ending cash balance for each fund has to be zero or greater if they see a red number they'll reject it. Finance Director Madrid advised that Council wouldn't see a red number and advised that was the process that they were going to follow for the final budget.

Finance Director Madrid disregarded the finance report for May and went straight to the June report and advised that the finance report showed that the City was in good shape. Finance Director Madrid advised that the general fund revenue comparisons in regards to property taxes, gross receipt taxes, 1.225% and .75%, were all up. Finance Director Madrid advised that those were trends and not just from this year, it's been showing strength and growth for the last few years. Finance Director Madrid advised that he wanted to point out that they exceeded their expectations by 11% overall. Finance Director Madrid advised that the miscellaneous amount on the report is 2.6 million which are many different things that would make the report cumbersome to read. Finance Director Madrid advised that they are the administrative fees that are charged to the utilities for administration. Finance Director Madrid advised that if there is a very warm winter the gas revenues drop significantly but the expenses don't. Finance Director Madrid advised that the City moved to a flat fee for each utility which is determined at the beginning of the year.

Finance Director Madrid advised that they had over \$400,000 in insurance claims that they recovered, some donations, some reimbursements, and some interest earned and advised that miscellaneous is recurring and strong. Finance Director Madrid discussed the General fund budget and advised that it looked good and the Enterprise fund did not exceed the budget authority but advised one concern was in the WasteWater department, where actuals exceeded on a preliminary basis expenditures more than revenues. Finance Director Madrid advised that the timing of billing and collections could be one of the issues because there is a long period from the time meters are read to the time that they actually collect or declare someone delinquent or cut off services, which causes an issue in cash management. Finance Director Madrid advised that the Recreation department did not exceed budget authority, although expenses exceeded the revenues, which are from different factors. Finance Director Madrid discussed the Cannabis report that continues to accumulate cash.

Finance Director Madrid apologized for the Lodgers Tax report not being included and advised that it has a budget of about \$700,000 and was under budget and they budgeted about the same amount for next year. Finance Director Madrid advised that he met with the Lodgers Tax Committee to discuss the budget, what their options for use of the budget were, what the requirements were and their cash balance. Finance Director Madrid advised that they are going to be in the process of doing some more detailed planning for those expenditures and in the areas of advertising, promotions and even some consideration of infrastructure ideas.

Councilor Casey thanked Mr. Madrid for going over the Enterprise fund for WasteWater.

Councilor Martinez asked if budget billing was available.

Finance Director Madrid advised that budget billing was available.

Councilor Martinez asked to let the public know that budget billing was available.

City Manager Montgomery advised they would make the public aware.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes from June 26, 2024. Councilor Ulibarri seconded the motion. Mayor Pro Tem Montoya asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

PRESENTATIONS/POSSIBLE DIRECTION

Amina Sena, District Ranger for the Pecos Las Vegas, Ranger District with the Forest Service provided a lengthy presentation regarding the work they have been doing, how they helped during the flooding and what their plans were with the Hermit’s Peak Calf Canyon Recovery Environmental Assessment (EA). Ms. Sena advised that they need to discuss what the critical needs are in the recovery efforts post fire such as roadwork, replacing bridges, watershed restoration, sediment and debris flows.

Councilor Casey thanked Ms. Sena and advised that it gives her hope for the community and advised that an Environmental Assessment was necessary to ensure that the work that needs to be done gets done.

Councilor Ulibarri thanked Ms. Sena for cleaning the arroyo on Lopez Street.

Councilor Montoya asked Ms. Sena if they were working with the acequias within city limits.

Ms. Sena advised that the Incident Management Team was assisting with that.

Councilor Montoya advised that he appreciates them willing to work together and move forward.

Discussion took place regarding how to prevent fires from occurring and the number of Forest Service personnel stationed in Las Vegas.

Councilor Martinez discussed the need for guardrails by Johnson Mesa due to the lack of trees in the burn scar.

Ms. Sena advised that she would take that information back to her staff as part of the proposed long term planning Environmental Assessment. Ms. Sena discussed three options available for residents to get firewood.

Interim Utilities Director Travis Martinez provided a lengthy presentation regarding phase II of the diversion sediment removal project and advised that the project was being conducted by Tierra Y Montes and the National Resource Conservation Service.

Councilor Ulibarri thanked Interim Utilities Director Martinez for all his hardwork and also thanked Tierra Y Montes.

Councilor Martinez asked how many times they would have to do a sediment removal.

Interim Utilities Director Martinez advised that it's hard to determine and would depend on the amount of rainfall.

Discussion took place regarding moving forward with having a more permanent placement where the gabions are.

Gerald Romero with Tierra Y Montes advised that the funding for the clean out was from the Emergency Watershed Protection Program that is funded by NRCS. Mr. Romero advised that the funding was not from the claims office. Mr. Romero discussed how they would be helping the City to get through the post fire recovery.

Councilor Martinez thanked Mr. Romero for their partnership and all the entities that have come together.

Councilor Casey asked how the geobrugg netting worked.

Interim Utilities Director Martinez advised that they're anchored into the bedrock at the bottom of the river to stop debris flowing down the river and the metal could hold up to a 1500 GMC truck.

Discussion took place regarding the size of the geobrugg, how many there are, removing them to clean behind them and seeking a ten year commitment from FEMA for future sediment removal.

Interim Utilities Director Travis Martinez provided a lengthy presentation on the Lead and Copper Act and a status update regarding it being done nationwide by the EPA. Interim Utilities Director Martinez advised its to improve protection to the community from lead exposure in drinking water. Interim Utilities Director Martinez discussed deadlines that the City of Las Vegas must meet. Interim Utilities Director Martinez advised they would be able to determine each water service to see which ones need to be updated.

Councilor Martinez asked how much roadway infrastructure would have to be torn up.

Interim Utilities Director Martinez advised that they are working with departments to see what projects are taking place so they don't have to tear up roads after they have already been paved.

Tasha Martinez with MainStreet discussed the following for their fourth quarter report on Contract #4002-23; five building exterior improvements, two new businesses opened, three buildings were purchased, \$9,800 received in grants, Great Blocks strategy 1, three service contracts done, ward 3 and ward 1 mural update, final trash pick-up and facade squad.

Councilor Ulibarri asked about the final designs for the mural in his ward.

Ms. Martinez advised that they have not received any designs for the final mural.

Councilor Ulibarri asked if they could provide the design of the mural to Council once they have one.

Councilor Martinez asked where the other murals were located.

Ms. Martinez advised that each ward is supposed to have a mural, the mural in Ward 2 is on the wall at the Fire Station on Legion, the mural in Ward 4 is still being worked on and would be on multiple panels at the caboose, the mural in Ward 3 will be on the Lowes building on Mills and the mural in Ward 1 will be on the Mayeur building on the Plaza.

Councilor Montoya asked if anyone has met with the City Manager regarding the Great Blocks project.

Ms. Martinez advised no.

Councilor Montoya asked if the road would need to be closed by Lowes when the mural is being done.

Ms. Martinez advised no, she didn't think it would have to be closed, they usually put cones around the area.

Councilor Casey advised that the mural at Lowes is moving along quickly and looks forward to seeing the mural completed.

Councilor Montoya suggested that MainStreet meet with the City Manager before their contract expires.

Ms. Martinez advised that they are waiting for the new Executive Director and if they haven't found someone by then Reina and herself would meet with the City Manager.

Councilor Casey asked how many applicants they received for Executive Director and if they were from Las Vegas.

Ms. Martinez advised that they had five applicants and they were from around the area.

Parks and Recreation Director Arturo Padilla and Parks Supervisor Shawn Saiz-Gomez provided a lengthy presentation regarding an update on all City Parks and maintenance of all City Parks. Parks and Recreation Director Padilla discussed plans for the near future such as the need for equipment, vehicles and trailers.

Councilor Ulibarri advised that the parks looked good and asked about sidewalks around the Plaza Park that are cracking and lifting.

Parks and Recreation Director Padilla advised that they went out for quotes and would see what needs to be done to move forward with repairing sidewalks around the Plaza Park.

Discussion took place regarding rocks being thrown onto the turf field and Marrujo Park needing more improvements.

Councilor Casey advised that it would be nice to get Marrujo Park to look better. Councilor Casey asked what the plans were for Litherland Park.

City Manager Montgomery advised that the focus was still what the intent of the property was and advised that he would follow up.

Discussion took place regarding how to honor the Litherlands, needles being found at Lion Park and Lincoln Park, and officers patrolling the area on Lincoln.

Councilor Montoya voiced his opinion regarding having Code Enforcement scheduled to be at the parks one night a week. Councilor Montoya asked how many vacant positions Parks and Recreation Director Padilla had.

Parks and Recreation Director Padilla advised there were two vacant positions.

Councilor Montoya voiced his opinion regarding contracting out to ensure that the parks are taken care of. Councilor Montoya advised that signage was needed at parks. Councilor Montoya asked to look into the property on Grand Avenue and Independence to see if it belonged to the City. Councilor Montoya suggested enclosing Lincoln Park by the Samaritan House to help keep people out to ensure the safety of children.

CONSENT ITEMS

There were no consent agenda items.

BUSINESS ITEMS

1. Update and Possible Direction on City investments.

Finance Director Morris Madrid discussed Municipal investments and how it should work. Finance Director Madrid discussed essential elements of cash management as related to investments and advised that cash management has to be a priority for the City to ensure they can make the necessary payments that are short-term, midterm and long-term. Finance Director Madrid discussed cash flow forecasting, cash inflow control and complying with statutory regulations. Finance Director Madrid discussed how much was invested and recommended re-drafting the policy and taking it to the Finance Committee and Council, the need to periodically bid out investments locally, the need to participate in the State Treasurers Local Government Investment Program, and reporting on investment activity, balances and earnings as part of the finance report every month.

Councilor Martinez advised that they are losing a substantial amount of money monthly and advised that he was on board with following the protocol to ensure they get the best bang for the buck.

Councilor Casey thanked Finance Director Madrid and advised that the initial review that he gave them helped her to understand the changes that are required and the importance of understanding the elements of cash management related to investments. Councilor Casey suggested making changes and taking it back to Council to see if the changes are adequate for what they want to do and making sure that the City's money is being utilized as best as it can.

Councilor Montoya asked what Finance Director Madrid wanted changed in the investment policy.

Finance Director Madrid advised that he didn't want to change the concepts, he wanted to update and clarify the language. Finance Director Madrid advised that the internal control language at the bottom of page four needed to be updated due to it being too broad. Finance Director Madrid advised that they need to discuss the options regarding an investment committee. Finance Director Madrid advised that the development of a cash management program would be more complicated and the need for developing a formula for determining what the cash management needs would be. Finance Director Madrid advised that the citations and statutes needed to be updated and incorporated into the policy.

Councilor Montoya voiced his concerns regarding 7.3 million dollars that is just sitting there and not getting any interest. Councilor Montoya advised that he would give direction to bring the resolution back and invest 50% of what they have available. Councilor Montoya advised City Manager Montgomery to get with directors to find out where Lodgers Tax funding could be utilized.

Finance Director Madrid advised expenses are being tracked and the General Fund would be reimbursed by Lodgers Tax especially for events, Solid Waste, Police, Fire and Public Works department.

Councilor Martinez advised that they're fortunate to have City Manager Montgomery with his financial background and Finance Director Madrid.

Councilor Ulibarri advised that they need to invest in streets to make the city better.

Councilor Montoya made a motion for staff to review the investment policy for the City of Las Vegas, bring it back to Mayor and Council, also to have a resolution for the next Council meeting for investments, check on the RFI for local banks and bring a resolution to invest in the LGIP. Councilor Martinez seconded the motion. Mayor Pro Tem Montoya asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

2. Request appointment of Voting Delegate and Alternate for the 2024 Annual Conference in Clovis, NM.

City Clerk Casandra Fresquez advised each year the New Mexico Municipal League requires a form be filled out with a Voting Delegate and Alternate by August 9th. City Clerk Fresquez advised that the Annual Conference would be August 13-16th and the City Council meeting would also be on August 14th. City Clerk Fresquez advised that she would have to take it to Council to change the August 14th City Council meeting should they attend the Annual Conference.

Councilor Montoya made a motion to approve the appointment of Councilor Martinez as the Voting Delegate for the 2024 Annual Conference in Clovis, NM. Councilor Casey seconded the motion. Mayor Pro Tem Montoya asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

Councilor Casey made a motion to nominate Councilor Montoya as the Alternate for the 2024 Annual Conference in Clovis, NM. Councilor Ulibarri seconded the motion. Mayor Pro Tem Montoya asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

Councilor Casey made a motion to convene into executive session for the purpose of discussing Collective Bargaining strategy, as permitted by section 10-15-1(H)(5) of the New Mexico Open Meetings Act, NMSA 1978, Discussion regarding the Las Vegas Police Officer’s Association (LVPOA) Collective Bargaining Unit agreement and the International Firefighters Association (IAFF) Collective Bargaining Unit agreement. Councilor Ulibarri seconded the motion. Mayor Pro Tem Montoya asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

Councilor Casey made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing Collective Bargaining strategy, as permitted by section 10-15-1(H)(5) of the New Mexico Open Meetings Act, NMSA 1978, Discussion regarding the Las Vegas Police Officer’s Association (LVPOA) Collective Bargaining Unit agreement and the International Firefighters Association (IAFF) Collective Bargaining Unit agreement, no other items were discussed and no action was taken. Councilor Ulibarri seconded the motion. Mayor Pro Tem Montoya asked for roll call. Roll Call Vote was taken and reflected the following:

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

EXECUTIVE SESSION ACTION ITEMS

1. Consideration to approve the Las Vegas Police Officer’s Association (LVPOA) Lodge #20 Collective Bargaining Agreement.

Councilor Casey made a motion to approve the Las Vegas Police Officer’s Association (LVPOA Lodge #20 Collective Bargaining Agreement. Councilor Ulibarri seconded the motion.

Councilor Montoya thanked the City Manager, HR Director, Finance Director and everyone who helped with the negotiations. Councilor Montoya advised that he appreciated the Police department and all they do.

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

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

City Clerk Fresquez advised the motion carried.

Councilor Montoya advised that employees have been working hard and thanked everyone who is helping to move the city forward.

ADJOURN

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

Meeting adjourned at 10:20 pm.

Mayor David Romero

ATTEST:

Cassandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING HELD ON MONDAY, JULY 29, 2024 AT 2:00 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: David Romero

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

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

CALL TO ORDER

Mayor Romero called the meeting to order at 2:00 PM.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Montoya asked for a moment of silence to thank our Lord during the water crisis. Councilor Montoya also thanked the community for their assistance and advised that Las Vegas will survive and to count our blessings.

APPROVAL OF AGENDA

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

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

There was no public input.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes from July 10, 2024, with one minor correction. Councilor Martinez seconded the motion. Mayor Romero asked if all were in favor. All were in favor, except for Councilor Montoya who abstained.

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

Finance Director Morris Madrid recognized Darlene Martinez on her retirement and thanked her for all her help.

Mayor Romero thanked Darlene Martinez for her time and advised that she has been an important part of the Finance department.

Councilor Ulibarri also thanked Darlene Martinez and wished her the best.

Councilor Casey described Darlene Martinez's work ethic and wished her the best of luck.

Councilor Montoya thanked Darlene Martinez for her work ethic and congratulated her on her retirement.

Councilor Martinez thanked Darlene Martinez for her years of service and commitment to the City of Las Vegas and wished her good luck on her retirement.

1. Request approval of Resolution No. 24-20, the final quarter report for 2023-2024 for submission to Department of Finance & Administration, Local Government Division.

Finance Director Morris Madrid advised that the DFA report was a required report and must be submitted in their format. Finance Director Madrid advised that there might be some differences in the expenditure number reflected in the audit report due to those reports being prepared on a different accounting basis. Finance Director Madrid advised that DFA requires a cash basis as of July 31st with the reconciled cash balances. Finance Director Madrid discussed the recap of activity that shows the adjusted balance at the end of the year which is important to DFA. Finance Director Madrid advised that it also shows the City's ending point, which shows that the City did not overspend and it also shows the starting point for the fiscal year 2025 budget. Finance Director Madrid advised that the actual reconciled cash balances reflects what is in the general ledger.

Councilor Martinez made a motion to approve Resolution No. 24-20, the final quarter report for 2023-2024 for submission to the Department of Finance & Administration, Local Government Division. Councilor Casey seconded the motion.

Councilor Montoya asked if City Manager Montgomery approved of the DFA report.

City Manager Montgomery advised yes.

Councilor Montoya advised that he wanted to make sure that he had two expert opinions.

Resolution 24-20 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

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

City Clerk Fresquez advised the motion carried.

2. Request approval of Resolution No. 24-21 to adopt the Final Fiscal Year 2024-2025 Budget.

Finance Director Morris Madrid discussed the following correction needed on the cash summary sheet; Law Enforcement Protection Fund 215 needed a change in budgeted revenues/expenditures due to a limitation on the carry over amount.

Deputy Finance Director Dominic Chavez discussed the following correction needed for the Recreation Center regarding the custodian position having a budgeted rate of three hundred dollars per hour for an annual salary of six hundred and forty one thousand dollars. Finance Director Madrid advised that they would be taking budget adjustments to Council for funding that was approved but was not budgeted, funding that they continue to receive due to the flooding event and some departments that need increases that were not originally included in the budget. Finance Director Madrid advised that he would have a resolution to participate in the Local Government Investment Program and discussed potential investment opportunities. Finance Director Madrid also discussed cash balances that are not available for investment.

Councilor Martinez asked for clarification regarding Housing fund 652.

Deputy Finance Director Chavez advised that it was for debt services between Northern New Mexico Housing Authority in the amount of \$150,000 annually.

Mayor Romero advised that it was a settlement with the Federal Housing Authority.

Councilor Montoya asked about investing the money in Lodgers Tax and if the money earned with interest could be used on anything or if it still had to fall under the Lodgers Tax restrictions.

Finance Director Madrid advised no, the earnings on Lodgers Tax are free and clear to be used at Council's discretion.

Councilor Montoya asked if debt services could be invested.

Finance Director Madrid advised no because they only keep the minimum amount in the funds.

Councilor Montoya asked if the contract with the San Miguel County jail was included in the budget.

City Manager Montgomery advised that it would come out of the General fund and once they negotiate an amount it would be presented as a budget adjustment resolution.

Councilor Montoya asked if the budget was City Manager's recommendation.

City Manager Montgomery advised yes, and stated that he was comfortable with the cash balances, expenditures were in line and the additional monies allocated to departments for various reasons. City Manager Montgomery advised that he supported knowing that the fiscal year ended in the positive with sixty five million dollars. City Manager Montgomery advised that he felt comfortable with the discussions regarding budget adjustments that would need to take place for things that were not budgeted.

Discussion took place regarding a financial advisor.

Councilor Montoya made a motion to approve Resolution No. 24-21 to adopt the Final Fiscal Year 2024-2025 Budget. Councilor Casey seconded the motion.

Resolution 24-21 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk’s Office.*

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

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

City Clerk Fresquez advised the motion carried.

Councilor Casey thanked everyone who was involved with the budget.

Deputy Finance Director Chavez thanked his staff for all their hard work.

- 3. Request approval to reschedule the August 14, 2024 Regular City Council Meeting to August 12, 2024.

City Clerk Fresquez advised that the Open Meetings Act resolution states anytime a Council meeting needs to be rescheduled, City Council must approve it. City Clerk Fresquez advised most of the Council and department directors would be attending the NMML ANnual Conference in Clovis, NM.

Councilor Casey made a motion to approve to reschedule the August 14, 2024 Regular City Council Meeting to August 12, 2024. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

ADJOURN

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

Meeting adjourned at 2:35 PM.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk



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

Meeting Date: August 1~~2~~³ 2024

Date Submitted: 07/12/24

Department: Utilities

Item/Topic: Addendum #1 to Contract #4003-23 with HDR Engineering, Inc. for WTP facility planning, design and construction engineering services. RFP #2023-24 was awarded on 08/24/2023. Contract #4003-23 was signed on 08/24/23. 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 4003-23.

Committee Recommendation: This item will be discussed at the August 13, 2024 Utility Advisory Committee Meeting. Their recommendation will be presented at the council meeting.

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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

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

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

ADDENDUM #1
AGREEMENT/CONTRACT #4003-23
RFP# 2023-24
AWARDED ON: 08/24/2023
HDR ENGINEERING, INC

This Addendum entered into this **24TH Day of August, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **HDR ENGINEERING, INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 8/24/2023 the City and HDR ENGINEERING, INC entered into an Agreement/Contract pursuant to a call for RFP in which HDR ENGINEERING, INC agreed to provide:

WTP Facility Planning, Design & Construction Phase Engineering Services

WHEREAS, the City and HDR ENGINEERING, INC now desire to extend the original Agreement/Contract for an additional year from **8/24/2024 thru: 8/23/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #4003-23.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **WTP Facility Planning, Design & Construction Phase Engineering Services**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

- 1. This Agreement and the prior agreement dated 08/24/2023 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 08/24/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

HDR ENGINEERING, 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 HDR ENGINEERING, INC.**

This Professional Services Agreement (“Agreement”) is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and HDR Engineering Inc. (“Contractor”), a Nebraska corporation, of 2155 Louisiana Boulevard NE, Suite 9500, Albuquerque, New Mexico, 87110, on this 24th 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

CONTRACTOR:


Signature

Printed Name: Aaron Meilleur

Position: Senior Vice President

Approved as to legal sufficiency:


New Mexico Local Government Law

“ATTACHMENT “A”

HDR Engineering, 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

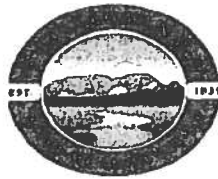


On-Call Staff Resources

CLASSIFICATION	FULLY LOADED HOURLY RATE
Technical Specialist (PhD or Company Officer for Specialty Services)	\$434.00
Project Principal	\$311.00
Staff Engineer	\$105.00
Staff Engineer 1	\$112.00
Staff Engineer 2	\$114.00
Staff Engineer 3	\$142.00
Staff Engineer 4	\$146.00
Project Engineer	\$157.00
Project Engineer 1	\$157.00
Project Engineer 2	\$196.00
Project Engineer 3	\$204.00
Project Engineer 4	\$221.00
Project Engineer 5	\$226.00
Project Engineer 6	\$239.00
Senior Engineer	\$247.00
Senior Engineer 1	\$253.00
Senior Engineer 2	\$259.00
Senior Engineer 3	\$279.00
Senior Engineer 4	\$278.00
Senior Engineer 5	\$285.00
Senior Engineer 6	\$316.00
Senior Engineer 7	\$335.00
Senior Engineer 8	\$356.00
Construction Inspector 1	\$118.00
Construction Inspector 2	\$140.00
Construction Manager	\$220.00
CADD Drafter 1	\$77.00
CADD Drafter 2	\$91.00
CADD Specialist 1	\$151.00
CADD Specialist 2	\$158.00
Staff Administrator 1	\$80.00
Staff Administrator 2	\$109.00
Public Involvement Specialist 1	\$123.00
Public Involvement Specialist 2	\$231.00
Environmental Planner	\$140.00
Environmental Planner 2	\$281.00
Project Architect I	\$202.00
Senior Architect I	\$219.00
Staff Architect 1	\$108.00
Staff Architect 2	\$125.00
Staff Architect 3	\$168.00
Staff Architect 4	\$204.00
Staff Architect 5	\$216.00
Project Admin I	\$80.00
Project Admin II	\$109.00
Project Admin III	\$119.00
Project Admin IV	\$138.00
Project Admin V	\$164.00

Notes:

1. Rates do not include New Mexico Gross Receipts Tax
2. Rates are subject to an annual adjustment of up to 4%
3. Subconsultant fees to be determined on a task order basis and will be invoiced at cost plus 10% mark-up
4. Direct expenses to be invoiced at cost



Approval Form

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

*Reviewed: *[Signature]*
Leo Maestas, City Manager

8/10/23
Date

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

Date Submitted: 8/10/2023

Department Submitting: Utilities Department

Submitter: Benito Lujan

Documents to be reviewed: Contract for HDR 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: _____

[Signature] 08.15.2023
1 Attorney Review Date

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

2 Finance Director Date

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

3 Leo Maestas, City Manager Date

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

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



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

Meeting Date: August 12, 2024

Date Submitted: 07/12/24

Department: Utilities

Item/Topic: Addendum #1 to Contract #4004-23 with Molzen Corbin & Associates for WTP facility planning, design and construction engineering services. RFP #2023-24 was awarded on 08/24/2023. Contract #4004-23 was signed on 08/24/23. 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 4004-23.

Committee Recommendation: This item will be discussed at the August 13, 2024 Utility Advisory Committee Meeting. Their recommendation will be presented at the council meeting.

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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

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

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

ADDENDUM #1
AGREEMENT/CONTRACT #4004-23
RFP# 2023-24
AWARDED ON: 08/24/2023
MOLZEN CORBIN & ASSOCIATES

This Addendum entered into this **24TH Day of August, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed “City” And **MOLZEN CORBIN & ASSOCIATES**, hereinafter termed “Contractor”

WITNESSETH:

WHEREAS, under date of 8/24/2023 the City and MOLZEN CORBIN & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which MOLZEN CORBIN & ASSOCIATES agreed to provide:

WTP Facility Planning, Design & Construction Phase Engineering Services

WHEREAS, the City and MOLZEN CORBIN & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from **8/24/2024 thru: 8/23/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #4004-23.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **WTP Facility Planning, Design & Construction Phase Engineering Services**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

- 1. This Agreement and the prior agreement dated 08/24/2023 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 08/24/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

MOLZEN CORBIN & ASSOCIATES

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 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 (“Contractor”), a New Mexico corporation, of 2701 Miles Road SE, Albuquerque, New Mexico, 87106, on this 24th 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) when applicable.

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

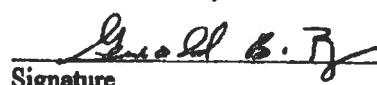
Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:


New Mexico Local Government Law

CONTRACTOR: *Molzen Corbin*


Signature

Printed Name: *Gerald B. Paiz, P.E.*

Position: *Chief Operations Officer*

“ATTACHMENT “A”

Molzen-Corbin & Associates 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

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

DEPARTMENT	BILLING CATEGORIES	2023 RATES	
<i>Architectural</i>	Senior Principal Architect	\$ 260.00	
	Principal Architect	\$ 240.00	
	Senior Architect	\$ 200.00	
	Project Architect	\$ 160.00	
	Registered Architect	\$ 150.00	
	Intern Architect 2	\$ 115.00	
	Intern Architect 1	\$ 90.00	
	Senior Architectural Designer	\$ 135.00	
	Architectural Designer I	\$ 130.00	
	Planner	\$ 105.00	
	Landscape/Irrigation Designer	\$ 105.00	
	<i>Civil Engineering</i>	Senior Principal Engineer	\$ 260.00
		Principal Engineer	\$ 240.00
Senior Engineer		\$ 220.00	
Project Engineer		\$ 180.00	
Professional Engineer		\$ 155.00	
Engineering Intern II		\$ 135.00	
Engineering Intern I		\$ 125.00	
Senior Civil Design Specialist		\$ 165.00	
Engineering Design Specialist		\$ 140.00	
Senior Engineering Design Tech		\$ 145.00	
Engineering Design Tech		\$ 110.00	
Associate Engineering Design Tech		\$ 90.00	
<i>Electrical Engineering</i>		Senior Principal Engineer	\$ 260.00
	Principal Engineer	\$ 240.00	
	Senior Engineer	\$ 200.00	
	Project Engineer	\$ 175.00	
	Professional Engineer	\$ 155.00	
	Engineering Intern II	\$ 135.00	
	Engineering Intern I	\$ 120.00	
	Engineering Design Specialist	\$ 140.00	
	Engineering Design Tech	\$ 110.00	
	Associate Engineering Design Tech	\$ 90.00	
	<i>Mechanical</i>	Senior Mechanical Engineer	\$ 185.00
	<i>Water Resource Engineering</i>	Senior Principal Engineer	\$ 260.00
		Principal Engineer	\$ 240.00
Senior Engineer		\$ 220.00	
Project Engineer		\$ 175.00	
Professional Engineer		\$ 155.00	
Engineering Intern II		\$ 135.00	
Engineering Intern I		\$ 125.00	
Sr. Engineering Design Specialist		\$ 160.00	
Engineering Design Specialist		\$ 135.00	
Engineering Design Tech		\$ 110.00	
O & M Specialist		\$ 110.00	
Associate Engineering Design Tech		\$ 90.00	
<i>CADD / Survey</i>		CADD Operator II	\$ 80.00
	CADD Operator I	\$ 70.00	
	Survey Technician	\$ 105.00	
	Two Person Survey Crew	\$ 210.00	
	Two Person GPS Survey Crew	\$ 235.00	
	Licensed Surveyor	\$ 220.00	
<i>Construction Observation</i>	Senior Observer/Manager	\$ 105.00	
	Senior Observer	\$ 100.00	
	Observer	\$ 95.00	
<i>Administration</i>	Administrative Aide II	\$ 75.00	
	Administrative Aide I	\$ 55.00	
	Administrative Support	\$ 100.00	
	Grants/Technical Administrator	\$ 110.00	
	Computer Technician	\$ 120.00	
	Senior Technical Writer / Editor	\$ 95.00	

Miscellaneous Expenses

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



Approval Form

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

[Handwritten mark]

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

8/10/23
Date

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

Date Submitted: 8/10/2023

Department Submitting: Utilities Department

Submitter: Benito Lujan

Documents to be reviewed: Contract for Molzen Corbin 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: _____

Ronald D. Von Volk 08.15.2023
1 Attorney Review Date

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

2 Finance Director Date

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

3 Leo Maestas, City Manager Date

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

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



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

Meeting Date: August 12, 2024

Date Submitted: 07/12/24

Department: Utilities

Item/Topic: Addendum #3 to Contract #3784-21 with Molzen Corbin & Associates for waste water professional engineering services. RFP #2021-23 was awarded on 08/18/2021. Contract #3784-21 was signed on 08/31/21. The extended term of this agreement will be for 1 year.

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

Attachments: Addendum #1, Addendum #2, Addendum #3, Contract 3784-21.

Committee Recommendation: This item will be discussed at the August 13, 2024 Utility Advisory Committee Meeting. Their recommendation will be presented at the council meeting.

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

Approved For Submittal By:

Travis Alvarado
Department Director

Reviewed By:

Robert...
Finance Director

[Signature]
City Manager

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

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

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

ADDENDUM #3
AGREEMENT/CONTRACT #3784-21
RFP# 2021-23
AWARDED ON: 8/18/21
MOLZEN CORBIN

This Addendum entered into this **31TH Day of August, 2024** 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 8/31/2021 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 WASTEWATER SYSTEM

WHEREAS, the City and MOLZEN CORBIN now desire to extend the original Agreement/Contract for an additional year from **8/31/2024 thru: 8/30/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3784-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER 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 8/31/2021 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 8/31/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

MOLZEN CORBIN

REVIEWED AND APPROVED:

Tim Montgomery Date
 City Manager

Title Date

ATTEST:

Casandra Fresquez Date
 City Clerk

ADDENDUM #2

AGREEMENT/CONTRACT #3784-21

RFP# 2021-25

AWARDED ON: 8/18/21

MOLZEN CORBIN

This Addendum entered into this **31TH 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 8/31/2021 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 WASTEWATER SYSTEM

WHEREAS, the City and MOLZEN CORBIN now desire to extend the original Agreement/Contract for an additional year from **8/31/2023 thru: 8/30/2024**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3784-21.

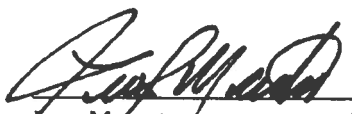
WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER SYSTEM**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:


1. This Agreement and the prior agreement dated 8/31/2021 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 8/31/2021 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:

 541D6E20B30F40D

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

ATTEST:

 4/13/23
 Casandra Fresquez Date
 City Clerk

Agreement / Contract
No. 3784-21
City of Las Vegas
Date

ADDENDUM #1

AGREEMENT/CONTRACT #3784-21

RFP# 2021-23

AWARDED ON: 08/18/2021

MOLZEN CORBIN

This Addendum entered into this **August 31, 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 08/31/2021 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 WASTE WATER SYSTEM

WHEREAS, the City and MOLZEN CORBIN 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 #3784-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation for **PROFESSIONAL ENGINEERING SERVICES FOR WASTE WATER SYSTEM**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

**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 SERVICES:

The duties of the Contractor shall include the following:

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 Waste Water System. 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.

- a. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
- b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Utility Director or designee.
- c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.

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

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

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

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

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

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

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

4. BENEFITS, TAXES: The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. Contractor acknowledges that

he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department the applicable gross receipts taxes on all monies paid to Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. APPROPRIATION: The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon

written notice being given by the City to the Contractor. The City's decision as to whether sufficient authorizations are available shall be accepted by Contractor and shall be final.

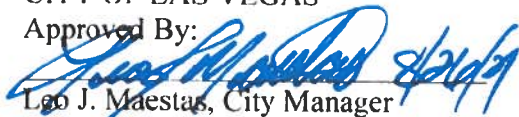
23. WORKERS COMPENSATION INSURANCE: Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will require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

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

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

CITY OF LAS VEGAS


Approved By:


Leo J. Maestas, City Manager

Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

 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. 2021-23

**WASTE WATER PLANNING, DESIGN AND CONSTRUCTION PHASE
ENGINEERING SERVICES**

MOLZEN CORBIN & ASSOCIATES
 STANDARD BILLING RATES
 AS OF JUNE 1, 2014

DEPARTMENT	BILLING CATEGORIES	RATE	
Architectural	Senior Principal Architect	\$240	
	Principal Architect	\$220	
	Senior Architect	\$180	
	Junior Architect	\$145	
	Registered Architect	\$125	
	Intern Architect 2	\$100	
	Intern Architect 1	\$80	
	Senior Architectural Designer	\$120	
	Architectural Designer I	\$110	
	Planner	\$90	
	Landscape/Interior Designer	\$90	
Civil Engineering	Senior Principal Engineer	\$240	
	Principal Engineer	\$220	
	Senior Engineer	\$200	
	Project Engineer	\$155	
	Professional Engineer	\$135	
	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	
	Electrical Engineering	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	
Mechanical		Senior Mechanical Engineer	\$165
Water Resources Engineering	Senior Principal Engineer	\$240	
	Principal Engineer	\$220	
	Senior Engineer	\$200	
	Project Engineer	\$155	
	Professional Engineer	\$135	
	Engineering Intern II	\$115	
	Engineering Intern I	\$105	
	Senior Engineering Design Specialist	\$145	
	Engineering Design Specialist	\$130	
	Engineering Design Tech	\$110	
	O.A.M. Specialist	\$100	
Associate Engineering Design Tech	\$85		
CAD/IT/IT Services	CADD Operator II	\$25	
	CADD Operator I	\$65	
	Survey Technician	\$90	
	Two Person Survey Crew	\$140	
	Two Person GPS Survey Crew	\$205	
	Licensed Surveyor	\$225	
Construction Observation	Senior Observer/Analyst	\$190	
	Senior Observer	\$15	
	Observer	\$85	
Administrative	Administrative Aide II	\$65	
	Administrative Aide I	\$85	
	Administrative Support	\$95	
	Grant/Technical Administrator	\$95	
	Computer Technician	\$105	
	Senior Technical Writer/Editor	\$80	
Miscellaneous Expenses	Copies	Per Copy	\$0.11
	Color Copies	Per 8 1/2 x 11 Copy	\$1.00
	Color Copies	Per 11 x 17 Copy	\$2.00
	Airfare	Per Mile (per IRS)	
	Prints/Plot (24x36)	Per Sheet	\$3.00
Sub-Credits/Prints	Cost + 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).

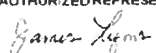
PRODUCER Professional Liability Insurers, Inc. 6101 Moon Street NE Suite 1000 Albuquerque, NM 87111	CONTACT NAME: Eloise Hughes PHONE (A/C, No, Ext): (505) 822-8114 FAX (A/C, No): (505) 822-0341 E-MAIL ADDRESS: ehughes@cressinsurance.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Donegal Insurance Company</td> <td>13692</td> </tr> <tr> <td>INSURER B : NM Premier Insurance Co</td> <td>13675</td> </tr> <tr> <td>INSURER C : AXA Insurance Company</td> <td>33022</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Donegal Insurance Company	13692	INSURER B : NM Premier Insurance Co	13675	INSURER C : AXA Insurance Company	33022	INSURER D :		INSURER E :		INSURER F :
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INSURED Molzen-Corbin & Associates Inc 2701 Miles Road SE Albuquerque, NM 87106														

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 WAIVED <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER 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 (Per 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"/> NON-OWNED AUTO <input type="checkbox"/> HIREL AUTO <input type="checkbox"/> HIREL AUTO <input type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> HIREL AUTO			CA9257861	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Per 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"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			CXL9257861	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ALL PROPRIETOR/PARTNER/EXECUTIVE MEMBER/EMPLOYEE (Mandatory in NH) Y/N <input type="checkbox"/> N/A			64411.113	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. 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 Waste Water System

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 
---	---



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

Meeting Date: August 14, 2024

Date Submitted: 07/12/24

Department: Utilities

Item/Topic: Addendum #3 to Contract #3785-21 with Souder Miller & Associates for waste water professional engineering services. RFP #2021-23 was awarded on 08/18/2021. Contract #3785-21 was signed on 08/31/21. The extended term of this agreement will be for 1 year.

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

Attachments: Addendum #1, Addendum #2, Addendum #3, Contract 3785-21.

Committee Recommendation: This item will be discussed at the August 13, 2024 Utility Advisory Committee Meeting. Their recommendation will be presented at the council meeting.

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

Approved For Submittal By:

Travis Martinez
Department Director

Reviewed By:

[Signature]
Finance Director

[Signature]
City Manager

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

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

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

ADDENDUM #3
AGREEMENT/CONTRACT #3785-21
RFP# 2021-23
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 AND OPERATION SERVICES FOR WASTE WATER

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 #3785-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING AND OPERATION SERVICES FOR WASTE WATER**, 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. 3785-21
City of Las Vegas
Date

ADDENDUM #2
AGREEMENT/CONTRACT #3785-21
RFP# 2021-23
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 AND OPERATION SERVICES FOR WASTE WATER

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 #3785-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING AND OPERATION SERVICES FOR WASTE WATER**, 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 to 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 FREDERICK

SOUDER, MILLER & ASSOCIATES

REVIEWED AND APPROVED:

DocuSigned by:

 A092D4F4C46E4ED...




 City Manager Date

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

 Title Date

ATTEST:



 Casandra P. ... Date
 City Clerk

Agreement / Contract
No. 3785-21
City of Las Vegas
Date

ADDENDUM #1

AGREEMENT/CONTRACT #3785-21

RFP# 2021-23

AWARDED ON: 8/18/2021

SOUDER, MILLER & ASSOCIATES

This Addendum entered into this **Day of 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 AND OPERATION SERVICES FOR THE WATER TREATMENT AND WASTE WATER 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 #3785-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation for **PROFESSIONAL SERVICES FOR OPERATIONS AND ENGINEERING FOR THE WATER TREATMENT AND WASTE WATER**, 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:

DocuSigned by:
Rod L. Plimney
A052D4F4C48E4ED


Leo Maestas, City Manager 7/20/22
Date

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

ATTEST:


Casandra Fresquez, City Clerk Date
City Clerk

As to Legal Sufficiency Only:


Scott Aaron, City Attorney 7/22/22
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 duties of the Contractor shall include the following:

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 Waste Water System. 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.

- a. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
- b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Utility Director or designee.
- c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.

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

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

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

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

C. Payment. Payment to Contractor shall be made by the City on a monthly basis 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

Professional Services Agreement with Miller Engineers, Inc. d/b/a Souder, Miller & Associates.

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

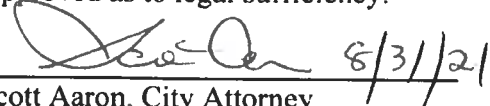
Approved By:


Leo J. Maestas, City Manager

Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

 8/31/21
Scott Aaron, City Attorney

CONTRACTOR:


Signature

Printed Name: TOD L. PHINNEY

Position: SENIOR VICE PRESIDENT

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

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2021-23

**WASTE WATER PLANNING, DESIGN 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 determined with respect to current market pricing; a complete list 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 \$5/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 to Level C PPE)	\$20/day
Level C PPE	\$20/day
Level C PPE (Mercury Vapor)	\$60/day
Level B PPE	\$75/day
Personal H2S Monitor	\$100/day
Personal 4-Gas Monitor	\$25/day
db Meter w/ Data Logger	\$35/day \$75/day

Vapor Sampling Equipment

PID	\$75/day
3- or 4-Gas Meter	\$75/day
Explosimeter	\$40/day
MSA (Draeger) 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 \$1,200
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)	\$50/day
Padlock (P812)	\$2/each
Drums 55 Gallon	\$15/each
HazCat Kit	\$140/day
HazCat Reagents	\$25/sample
Mercury Recovery Kit	\$20/unit
Mercury Vapor Monitor	\$175/day
PetroFlag Kit	\$75/day
PetroFlag Reagents	\$24/sample
Digital Camera	\$75/day
Reciprocating Saw	\$80/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: August 12, 2024

Date Submitted: 07/12/24

Department: Utilities

Item/Topic: Addendum #3 to Contract #3782-21 with James, Cooke & Hobson for pump, motor and mechanical repair as needed. RFP #2021-25 was awarded on 08/18/2021. Contract #3782-21 was signed on 08/31/21. The extended term of this agreement will be for 1 year.

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

Attachments: Addendum #1, Addendum #2, Addendum #3, Contract 3782-21.

Committee Recommendation: This item will be discussed at the August 13, 2024 Utility Advisory Committee Meeting. Their recommendation will be presented at the council meeting.


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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

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

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

ADDENDUM #3
AGREEMENT/CONTRACT #3782-21
RFP# 2021-25
AWARDED ON: 8/18/2021
JAMES, COOKE & HOBSON, INC

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 **JAMES, COOKE & HOBSON, INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 8/31/2021 the City and **JAMES, COOKE & HOBSON, INC** entered into an Agreement/Contract pursuant to a call for RFP in which **JAMES, COOKE & HOBSON, INC** agreed to provide:

PROFESSIONAL PUMP, MOTOR, MECHANICAL & ELECTRICAL SERVICES

WHEREAS, the City and **JAMES, COOKE & HOBSON, INC** 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 #3782-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL PUMP, MOTOR, MECHANICAL & ELECTRICAL SERVICES**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 8/31/2021 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 8/31/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

JAMES, COOKE & HOBSON, INC

REVIEWED AND APPROVED:

Tim Montgomery Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

Agreement / Contract
No. 3782-21
City of Las Vegas
Date

ADDENDUM #2

AGREEMENT/CONTRACT #3782-21

RFP# 2021-11 25

AWARDED ON: 8/31/2021

JAMES, COOKE & HOBSON, INC

This Addendum entered into this **31ST Day of August, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **JAMES, COOKE & HOBSON, INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 8/31/2021 the City and **JAMES, COOKE & HOBSON, INC** entered into an Agreement/Contract pursuant to a call for RFP in which **JAMES, COOKE & HOBSON, INC** agreed to provide:

PROFESSIONAL PUMP, MOTOR, MECHANICAL & ELECTRICAL SERVICES

WHEREAS, the City and **JAMES, COOKE & HOBSON, INC** 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 #3782-21.


WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL PUMP, MOTOR, MECHANICAL & ELECTRICAL SERVICES**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:


1. This Agreement and the prior agreement dated 8/31/2021 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 8/31/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

REVIEWED AND APPROVED:

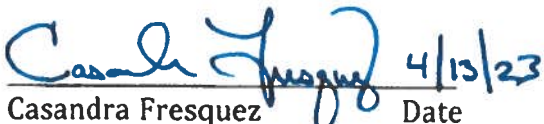

Leo Maestas Date
City Manager

JAMES, COOKE & HOBSON, INC

DocuSigned by:

8FDF040801924C6

Municipal sale April 18, 2023 | 8:34 AM MDT
Title Date

ATTEST:


Casandra Fresquez Date
City Clerk

ADDENDUM #1

AGREEMENT/CONTRACT #3782-21

RFP# 2021-11 25

AWARDED ON: 08/31/2021

JAMES, COOKE & HOBSON, INC

This Addendum #1 entered into this day August 31, 2021 by and between the City of Las Vegas, a municipal corporation, hereinafter termed ("City") and James, Cooke & Hobson, Inc., hereinafter termed ("Contractor").

RECITALS:

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated August 31, 2021 (collectively the "Agreement"), pursuant to a call for RFP in which Contractor agreed to provide professional pump, motor, mechanical and electrical services.(collectively "Services")"

WHEREAS, the City and Contractor now desire to extend the original Agreement for an additional year from 08/31/2022 thru: 08/31/2023; and

WHEREAS, City and Contractor agree to the following method of payment and that total amount of compensation for the services shall not exceed the annual amount in the Agreement, excluding gross receipts tax reimbursable.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the recitals are incorporated herein by reference, and the parties agree as follows:

1. The term of the Agreement is hereby extended to August 31, 2023; and
2. That except for the express modifications in this Addendum #1, all of the provisions of the Agreement remain in full force and effect.

CITY OF LAS VEGAS

JAMES, COOKE & HOBSON, INC


REVIEWED AND APPROVED:

DocuSigned by:
Jonathan Polasek
0F8FC46861924C6

 7/20/22
Leo Maestas, City Manager Date

Municipal Sales August 8, 2022 | 1:46 PM
Title Date

ATTEST:

 7/22/22
Casandra Fresquez Date
City Clerk

As to Legal Sufficiency Only:

 7/22/22
Scott Aaron, City Attorney Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND JAMES, COOKE & HOBSON, 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 JAMES, COOKE & HOBSON INC., a Texas corporation ("Contractor"), of 4210 HAWKINS STREET NE, ALBUQUERQUE, NEW MEXICO, 87109, 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 City, is soliciting proposals to provide pump, motor, mechanical and electrical services to the City's water and wastewater facilities. Multiple contracts may be awarded, and shall be non-exclusive. The City reserves the right to submit work orders with one or more of the Contracted Service Providers based on price, availability and location of services, hours of operation, and/or proprietary services. The Contractor must be able to respond to emergency calls within 24 hours and within 48 hours for non-emergency repairs. 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 Contractor shall include but are not limited to the following services and requirements:

1. The work includes, but is not limited to repair, replace, adjust, and maintain pumps, motors, and related mechanical systems; inspection; testing; and emergency response.
2. The contractor shall install, modify, and/or upgrade pump, motor, and related mechanical systems as requested by the City. To include the removal of non-functioning or out of date equipment. No additional or extra work shall be

commenced or undertaken by the Contractor unless authorized in advance by telephone or in writing by the City.

3. Troubleshoot and work on multiple types of pumps and motors, including but not limited to:
 - a. Pumps: Aurora Splitcase, Fairbanks Morse, FLYGT Submersible, Sigma, Graundfos, KSB
 - b. Motors: GE Motors, Reliance Motors, Baldor Motors, US Motors, Walker
4. The Contractor shall provide all labor, tools, equipment and all incidentals required and/or implied for the complete and satisfactory performance of the maintenance, and repair of City pumps and motors. The Contractor is responsible for all debris and related disposal.
5. All parts used for repair and in reassembly of equipment shall be the manufacture's authorized parts or specifically approved by the City prior to installation.
6. Provide electrical, controls, instrumentation, SCADA and PLC programming capabilities. All work shall be performed in accordance with the National Wiring Standards.
7. All Safety Equipment, assessments, controls, enforcement, signage, etc. as necessary for site work, and personal safety shall be, and shall remain for the project duration, the sole responsibility of the Contractor.
8. The contractor will do all work in accordance with the plans, specifications, and performance standards and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner. Inclusive of permits, certifications and licenses to comply with local, state and federal requirements.
9. Contractor shall provide on-site supervision at all times for all of their work to be performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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: Jonathan Palasek 911121

Position: Municipal Sales

**“ATTACHMENT “A”
JAMES, COOKE & HOBSON INC.
Cost Proposal**

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2021-25

PUMP, MOTOR, MECHANICAL AND ELECTRICAL SERVICES

Section 10: Cost

JCH PROPOSES THE FOLLOWING SERVICES:

JCH Standard Service Truck rates

Field rate per hour [one man] crane service truck with tools	\$95
Additional man	\$65
Mileage charge	\$1/mile
Emergency rates time and half	\$142.50

JCH Standard Shop rates

In house per hour standard	\$85
In house per hour emergency	\$130

If required, miscellaneous expenses not to exceed \$150 per person, per day.

JCH PROPOSES THE FOLLOWING REPAIR COMPONENTS:

Genuine Xylem Flygt Spare Parts

JCH will provide Genuine Xylem Flygt Spare Parts at the current manufacture's list prices and will cover standard inbound freight.

Genuine Pentair Aurora Spare Parts

JCH will provide Genuine Pentair Aurora Spare Parts at the current manufacture's list prices and will cover standard inbound freight.

All other items not covered above will be quoted at time of disassembly.

TAXES

If customer is not tax exempt, Gross Receipts taxes will be charges.



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

Meeting Date: August 1~~2~~, 2024

Date Submitted: 07/12/24

Department: Utilities

Item/Topic: Addendum #3 to Contract #3787-21 with Alpha Southwest for pump, motor and mechanical repair as needed. RFP #2021-25 was awarded on 08/18/2021. Contract #3787-21 was signed on 08/31/21. The extended term of this agreement will be for 1 year.

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

Attachments: Addendum #1, Addendum #2, Addendum #3, Contract 3787-21.

Committee Recommendation: This item will be discussed at the August 13, 2024 Utility Advisory Committee Meeting. Their recommendation will be presented at the council meeting.

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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

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

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

ADDENDUM #3
AGREEMENT/CONTRACT #3787-21
RFP# 2021-25
AWARDED ON: 08/18/21
ALPHA SOUTHWEST

This Addendum entered into this **August 31, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" and ALPHA SOUTHWEST, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 08/31/21 the City and ALPHA SOUTHWEST entered into an Agreement/Contract pursuant to a call for RFP in which ALPHA SOUTHWEST agreed to provide:

REPAIR SERVICES ON PUMP, MOTOR AND MECHANICAL ON AN AS NEEDED BASIS

WHEREAS, the City and ALPHA SOUTHWEST now desire to extend the original Agreement/Contract for an additional year from 8/31/24 thru: 08/30/25.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3787-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation for **REPAIR SERVICES ON PUMP, MOTOR AND MECHANICAL ON AN AS NEEDED BASIS**, 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. That all of the provisions of the 08/31/21 Agreement not inconsistent herewith remain in full force and effect. No changes or amendments to this agreement shall be effective except those on written approval by both parties.

CITY OF LAS VEGAS

ALPHA SOUTHWEST

REVIEWED AND APPROVED:

 Tim Montgomery Date
 City Manager

 Title Date

ATTEST:

 Casandra Fresquez Date
 City Clerk

Agreement / Contract
No. 3787-21
City of Las Vegas
Date

ADDENDUM #2

AGREEMENT/CONTRACT #3787-21

RFP# 2021-25

AWARDED ON: 08/18/21

ALPHA SOUTHWEST

This Addendum entered into this **August 31, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" and ALPHA SOUTHWEST, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 08/31/21 the City and ALPHA SOUTHWEST entered into an Agreement/Contract pursuant to a call for RFP in which ALPHA SOUTHWEST agreed to provide:

REPAIR SERVICES ON PUMP, MOTOR AND MECHANICAL ON AN AS NEEDED BASIS

WHEREAS, the City and ALPHA SOUTHWEST now desire to extend the original Agreement/Contract for an additional year from 8/31/23 thru: 08/30/24.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3787-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation for **REPAIR SERVICES ON PUMP, MOTOR AND MECHANICAL ON AN AS NEEDED BASIS**, 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. That all of the provisions of the 08/31/21 Agreement not inconsistent herewith remain in full force and effect. No changes or amendments to this agreement shall be effective except those on written approval by both parties.

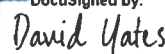
CITY OF LAS VEGAS

REVIEWED AND APPROVED:



Leo Mesinas Date
City Manager

ALPHA SOUTHWEST

DocuSigned by:


82F0F54EF1864DE...

Vice President June 27, 2023 | 1:12 PM F

Title Date

ATTES1:



Casandra Fresquez Date
City Clerk

Agreement / Contract
No. 3787-21
City of Las Vegas
Date

ADDENDUM #1

AGREEMENT/CONTRACT #3787-21

RFP #2021-25

AWARDED ON: 08/18/21

ALPHA SOUTHWEST

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

and

ALPHA SOUTHWEST, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 08/31/21 the City and ALPHA SOUTHWEST entered into an Agreement/Contract pursuant to a call for RFP in which ALPHA SOUTHWEST agreed to provide:

REPAIR SERVICES ON PUMP, MOTOR AND MECHANICAL ON AN AS NEEDED BASIS

WHEREAS, the City and ALPHA SOUTHWEST now desire to extend the original Agreement/Contract for an additional year from 8/31/22 thru 8/31/23.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement # 3787-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation for **REPAIR SERVICES ON PUMP, MOTOR AND MECHANICAL ON AN AS NEEDED BASIS**, 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. That all of the provisions of the 08/31/21 Agreement not inconsistent herewith remain in full force and effect. No changes or amendments to this agreement shall be effective except those on written approval by both parties.

CITY OF LAS VEGAS

ALPHA SOUTHWEST

REVIEWED AND APPROVED:

DocuSigned by:

 82F0F54EF1864DE

DocuSigned by: <i>Leo Maestas</i> DFDF67E0A8F8448	August 10, 2022 8:09 AM MDT	Vice President	August 11, 2022 6:50 AM PDT
Leo J. Maestas, City Manager	Date	Title	Date


ATTEST:

DocuSigned by:

 EF6F33E12B53436

Casandra Fresquez, City Clerk August 10, 2022 | 8:30 AM MDT Date

As to Legal Sufficiency Only:

DocuSigned by:

 5JAB7682DE4A4EF

Scott Aaron, City Attorney August 8, 2022 | 4:48 PM MDT Date

Alpha Southwest Inc. Contract Rates			
TS#	TS Description	Units	ASW Rates June 2022
TS 3	Rate for repair and replacement of facilities equipment	Hourly	\$90.00
TS 4	Percent markup for contract work	Percent	16%
TS 5	Fabrication and Machine Shop Work	Hourly	\$92.00
TS 6	Percent markup for rental equipment	Percent	16%
TS 7	Rate for specialized troubleshooting and repair Journeyman-Master Electrician	Hourly	\$115.00
TS 8	Percent markup for Materials, Parts and or Equipment	Percent	37%
TS 9	Job Site Security	Hourly	\$35.00
TS 10	Mileage Charges	Per mile	\$2.70
TS 12	Rate for Shop Drawings and Pump Calculations	Hourly	\$83.00
TS 15	Lodging and Meals	Per Night	\$200.00

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND ALPHA SOUTHWEST INC.**

THIS FIRST AMENDMENT is entered into effective as of May 16, 2022 (the "Effective Date"), by and between the City of Las Vegas, a New Mexico home-rule municipality ("City") and Alpha Southwest Inc., a New Mexico corporation ("Contractor"). Throughout this First Amendment either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to as "Parties".

Whereas, the Parties entered that certain Professional Services Agreement Between the City of Las Vegas and Alpha Southwest Inc. on or about August 31, 2021, agreement number 3787-21 ("Agreement"), and the Parties desire to modify the Agreement as hereinafter set forth.

Now, therefore for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Agreement is hereby amended as follows:


1. The first paragraph of Paragraph One (1) entitled "Scope of Services" is deleted in its entirety and shall read as follows:

"To provide pump, motor, mechanical and electrical services to the City's water and wastewater facilities. Contractor shall respond to emergency calls within 24 hours and within 48 hours for non-emergency repairs. Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants and conditions of the Agreement. The Agreement term shall be for one year with the City having the option to renew the Agreement for an additional three (3) years, such that the Agreement, with all renewals, may not exceed a total duration of four (4) years. The Agreement shall begin upon final approval by the City Manager."

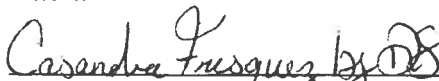
2. Except as specifically amended above, the Agreement shall remain in full force and effect.

In Witness Whereof, the Parties have signed this First Amended as of the Effective Date.


CITY OF LAS VEGAS


Leo J. Maestas, City Manager

Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:


Scott Aaron, City Attorney

CONTRACTOR:


Signature

Printed Name:

Position:

DAVID M. YATES

Vice President

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND ALPHA SOUTHWEST 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 ALPHA SOUTHWEST INC., a New Mexico corporation ("Contractor"), of 205 ROSSMOOR ROAD, ALBUQUERQUE, NEW MEXICO, 87105, 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 City, is soliciting proposals to provide pump, motor, mechanical and electrical services to the City's water and wastewater facilities. Multiple contracts may be awarded, and shall be non-exclusive. The City reserves the right to submit work orders with one or more of the Contracted Service Providers based on price, availability and location of services, hours of operation, and/or proprietary services. The Contractor must be able to respond to emergency calls within 24 hours and within 48 hours for non-emergency repairs. 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 Contractor shall include but are not limited to the following services and requirements:

1. The work includes, but is not limited to repair, replace, adjust, and maintain pumps, motors, and related mechanical systems; inspection; testing; and emergency response.
2. The contractor shall install, modify, and/or upgrade pump, motor, and related mechanical systems as requested by the City. To include the removal of non-functioning or out of date equipment. No additional or extra work shall be

commenced or undertaken by the Contractor unless authorized in advance by telephone or in writing by the City.

3. Troubleshoot and work on multiple types of pumps and motors, including but not limited to:
 - a. Pumps: Aurora Splitcase, Fairbanks Morse, FLYGT Submersible, Sigma, Graundfos, KSB
 - b. Motors: GE Motors, Reliance Motors, Baldor Motors, US Motors, Walker
4. The Contractor shall provide all labor, tools, equipment and all incidentals required and/or implied for the complete and satisfactory performance of the maintenance, and repair of City pumps and motors. The Contractor is responsible for all debris and related disposal.
5. All parts used for repair and in reassembly of equipment shall be the manufacture's authorized parts or specifically approved by the City prior to installation.
6. Provide electrical, controls, instrumentation, SCADA and PLC programming capabilities. All work shall be performed in accordance with the National Wiring Standards.
7. All Safety Equipment, assessments, controls, enforcement, signage, etc. as necessary for site work, and personal safety shall be, and shall remain for the project duration, the sole responsibility of the Contractor.
8. The contractor will do all work in accordance with the plans, specifications, and performance standards and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner. Inclusive of permits, certifications and licenses to comply with local, state and federal requirements.
9. Contractor shall provide on-site supervision at all times for all of their work to be performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. INDEMNIFICATION: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his

employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

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

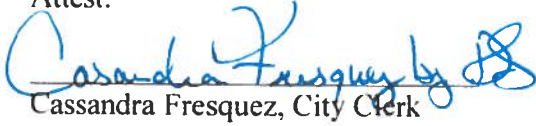
Approved By:


Leo J. Maestas, City Manager

CONTRACTOR:


Signature


Attest:


Cassandra Fresquez, City Clerk

Printed Name: DAVID M. YATES

Position: Vice PRESIDENT

Approved as to legal sufficiency:


Scott Aaron, City Attorney

**“ATTACHMENT “A”
ALPHA SOUTHWEST INC.
Cost Proposal**

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2021-25

PUMP, MOTOR, MECHANICAL AND ELECTRICAL SERVICES

Tab J

COST

Date: July 7, 2021

Open Ended Unit Price Contract: The table below is a breakdown of costs/pricing proposed to the City of Las Vegas by *unit cost for and percentage* for pump and electrical labor, machine shop work, lodging, miles traveled, travel time and miscellaneous travel expenses. Alpha Southwest will furnish all materials, tools, appliances and equipment and will perform all labor & work necessary for tasks and services as established by the City of Las Vegas work order.

* ASW is providing a four year estimated projection of services. This is provided for the purposes of comparing Alpha Southwest's proposed cost of services and are not guarantees by the City of Las Vegas of the quantity of work. Actual quantities will be established by the City of Las Vegas work order.

ITEM	ESTIMATED QTY*	ITEM DESCRIPTION	UNIT COST / %	EXTENDED PRICE
1	600 Hours	Labor for removal, reinstallation, repair and replacement of facilities equipment (\$/Hr)	\$ 75.50	\$ 45,300.00
2	\$5,000	Percent over invoice for subcontract work	10%	\$ 5,500.00
3	80 Hours	Fabrication and machine shop work (\$/Hr)	\$ 80.00	\$ 6,400.00
4	\$1,500	Percent over invoice for rental equipment	10%	\$ 1,650.00
5	100 Hours	Labor for specialized troubleshooting and repair of electrical controls (\$/Hr)	\$ 94.00	\$ 9,400.00
6	\$40,000	Percent over invoice for repair parts	29%	\$ 51,600.00
7	150 Hours	Job Site security (\$/Hr)	\$ 25.50	\$ 3,825.00
8	100 Hours	Shop drawings and pump calculation (\$/Hr)	\$ 71.50	\$ 7,150.00
9	15000 Miles	Mileage charges (\$/mile)	\$ 2.25	\$ 33,750.00
10	15 Days	Lodging and meals (\$/day)	\$ 165.00	\$ 2,475.00
TOTAL EXTENDED PRICE.....				\$ 167,050.00



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

Meeting Date: August 12, 2024

Date Submitted: 7/11/24

Department: Police

Item/Topic: Approval to accept funding from the NM Law Enforcement Protection Fund (LEPF).

Fiscal Impact: The amount of \$126,500.00 for FY25

Attachments: Final Distribution Memo and the allocation spreadsheet

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 : _____

Referred To: _____

Denied _____

Other _____



New Mexico
Department of Finance
and Administration

407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985

Governor Michelle Lujan Grisham
Cabinet Secretary Wayne Propst

Local Government Division
Jeannette Gallegos, Acting Director

MEMORANDUM

TO: County and Municipal Law Enforcement Departments

FROM: Jeannette Gallegos, Acting Director
Local Government Division

DATE: May 31, 2024

RE: Law Enforcement Protection Fund (LEPF) Fiscal Year 2025 Final Distribution

DocuSigned by:
Jeannette Gallegos
020E740B753A4C1...

Pursuant to the Law Enforcement Protection Fund Act, Section 29-13-5 NMSA 1978, the Department of Finance and Administration (DFA), Local Government Division (LGD) hereby notifies applicants of the final Law Enforcement Protection Fund (LEPF) distribution for Fiscal Year 2025. The division anticipates the distribution of the LEPF will be made in September 2024.

Please keep in mind that the LEPF funds are legally restricted to expenditure for specific purposes as allowed by law and must be budgeted and accounted for in a special revenue fund.

If your entity has entered into a loan intercept agreement with the New Mexico Finance Authority (NMFA), the loan payment amount due for the fiscal year 2025 has been accounted for on the attached distribution spreadsheet to determine the net distribution to be paid to your entity. The loan payment will be distributed directly to the New Mexico Finance Authority (NMFA) on your entity's behalf.

Please contact Anthony Apodaca at (505) 412-8508, or via email at Anthony.Apodaca1@dfa.nm.gov or Julie Fernandez at (505) 629-2845 or via email at Julie.Krupcale@dfa.nm.gov if additional information is required.

Attachment

DEPARTMENT OF FINANCE AND ADMINISTRATION - LOCAL GOVERNMENT DIVISION

Law Enforcement Protection Fund Distribution (LEPF) - Municipalities

Fiscal Year: July 1, 2024 To June 30, 2025

MAY 31, 2024 FINAL DISTRIBUTION

Current LEPF Base Amount:

Current Officer Amount:

MUNICIPALITY	Does the Municipality have a Police Dept. ? (1)	LEPF Base Amount \$95,000	Number of Certified Officers (2)	Total @ \$1,500 Per Officer	Number of School Resource Officers	Total @ \$1,500 Per Officer	Total LEPF Distribution	LEPF Pledges (NMFA)
Grenville	Y	\$95,000	0	\$0	0	\$0	\$95,000	
Hagerman	Y	\$95,000	5	\$7,500	1	\$1,500	\$104,000	
Hatch	Y	\$95,000	9	\$13,500	1	\$1,500	\$110,000	
Hobbs	Y	\$95,000	72	\$108,000	5	\$7,500	\$210,500	
Hope	Y	\$95,000	1	\$1,500	0	\$0	\$96,500	
House	Y	\$95,000	0	\$0	0	\$0	\$95,000	
Hurley	Y	\$95,000	3	\$4,500	0	\$0	\$99,500	
Jal	Y	\$95,000	8	\$12,000	2	\$3,000	\$110,000	
Jemez Springs	Y	\$95,000	1	\$1,500	0	\$0	\$96,500	
Kirtland	Y	\$95,000	0	\$0	0	\$0	\$95,000	
Lake Arthur	Y	\$95,000	0	\$0	0	\$0	\$95,000	\$18,443.16
Las Cruces	Y	\$95,000	193	\$289,500	11	\$16,500	\$401,000	
Las Vegas	Y	\$95,000	21	\$31,500	0	\$0	\$126,500	
Logan	Y	\$95,000	3	\$4,500	0	\$0	\$99,500	
Lordsburg	Y	\$95,000	8	\$12,000	0	\$0	\$107,000	
Los Lunas	Y	\$95,000	43	\$64,500	0	\$0	\$159,500	
Los Ranchos	Y	\$95,000	0	\$0	0	\$0	\$95,000	
Loving	Y	\$95,000	5	\$7,500	1	\$1,500	\$104,000	
Lovington	Y	\$95,000	18	\$27,000	1	\$1,500	\$123,500	
Magdalena	Y	\$95,000	2	\$3,000	0	\$0	\$98,000	\$50,835.99
Maxwell	Y	\$95,000	0	\$0	0	\$0	\$95,000	
Melrose	Y	\$95,000	0	\$0	0	\$0	\$95,000	
Mesilla	Y	\$95,000	7	\$10,500	0	\$0	\$105,500	\$12,335.50
Milan	Y	\$95,000	6	\$9,000	0	\$0	\$104,000	
Moriarty	Y	\$95,000	8	\$12,000	1	\$1,500	\$108,500	
Mosquero	Y	\$95,000	0	\$0	0	\$0	\$95,000	\$30,000.00



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

Meeting Date: August 12, 2024

Date Submitted: 7/16/24

Department: City Clerk

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

The applicant, Dave’s Diner, LLC is requesting approval of a Restaurant A, Liquor License with On-Premises consumption. The Director of Alcohol Beverage Control Division (ABC) has reviewed the referenced application and granted preliminary approval. The application has been forwarded to our Governing Body for consideration of the liquor license application. All zoning and publication requirements have been met.

Attachments:

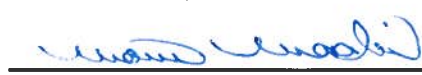
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK’S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

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

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



NMRLD
 NEW MEXICO
 REGULATION &
 LICENSING DEPARTMENT

RECEIVED
 JUL 08
 City Clerks
 By: _____ 4:00 pm et.

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
 Clay Bailey, Superintendent
 Phillip A. Sanchez, Director

July 3, 2024

Sent by Certified Mail No.: 7021 2720 0001 2204 8532

7021 2720 0001 2204 8532

City of Las Vegas
 Cassandra Fresquez, Clerk
 1700 N. Grand Avenue
 Las Vegas, NM 87701

Lic. No. /Appl. No.: Application No. None assigned
Name of Applicant: Dave’s Diner, LLC
Doing Business As: Dave’s Diner
Proposed Location: 908 Grand Avenue, Las Vegas, NM 87701

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing.** Both publications must occur **before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that “within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer”, we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45-day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and



regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A RESTAURANT A LIQUOR LICENSE WITH ON-PREMISES CONSUMPTION.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy Sandoval

Tammy Sandoval

Admin Law Judge / Hearing Officer

NM Regulation & Licensing Department

Alcoholic Beverage Control Division

Phone: (505) 795-4165 | Email: Tammy.Sandoval@rld.nm.gov

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement





NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control

Received

APR 17 2024

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

Restaurant Liquor License Application | \$200.00 Application Fee, non-refundable

ABC USE ONLY: Application Fee \$200.00 Received on: 4.19.24 Receipt No. _____
License Fee \$ _____ Received on: _____ Receipt No. _____

Application Number: _____ Local Option District: _____

TYPE of APPLICATION: *Check appropriate box*

- Restaurant A | Beer & Wine only | License Fee, pro-rated, due at final: \$1,050.00
- Restaurant B | Beer, Wine & Spirits | License Fee, pro-rated, due at final: \$10,000.00

Applicant is: Individual Limited Liability Company Corporation Partnership (General/Limited)

Applicant /Company Name: Dave's Diner, LLC

D/B/A Name: Dave's Diner

Email: (required) davediner63@gmail.com dave_bustos@wivs.org Business Phone No: 505-434-3284

Mailing Address: 908 Grand Avenue Las Vegas, NM 87701

Physical location, if different: 908 Grand Avenue, Las Vegas, NM 87701
(Include Street number / Hwy number / State Road, City, State, and Zip Code)

County: San Miguel

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License #/Type: _____

As defined in §60-3A-3. V. "Restaurant", means an establishment having a New Mexico resident as a proprietor or manager ... as a place where food is prepared and served primarily for on-premises consumption to the general public in consideration of payment and that has a dining room, a kitchen and the employees necessary for preparing, cooking and serving food; ... does not include establishments as defined in rules promulgated by the director serving only hamburgers, sandwiches, salads and other fast foods:

I qualify as a "Restaurant"? Yes No

Is food service the primary source of revenue and accounts for 60% or more of the total gross receipts at current licensed premises? Yes No

Is Food Service Permit current? Yes, attached No

I have attached photos of the Dining Room and Kitchen and included a copy of the Menu. Yes No

Days and Hours of Operation? Friday-Monday 7:30AM-8:00PM

I understand that a restaurant license requires that the establishment is not a bar-like setting and the hours for sales and/or service of alcoholic beverages are only from 7:00am to 11:00pm or until food sale and service ceases, whichever is earlier? Yes No

Contact Person: David Bustos Phone #: 426-4003 505-434-3284 Email: dave_bustos@wivs.org davediner63@gmail.com



Application No. _____

You must sign before a Notary Public.

I, (print name) David Bustos, as (Title) Owner being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Signature of Applicant: David Bustos Date: 3-12-24

Notary Public Use Only: (State of New Mexico, County of San Miguel)

SUBSCRIBED AND SWORN TO before me this 12 day of March, 2024

By Affiant: David Bustos

Notary Public: Yolanda Velasquez

My Commission Expires on: 9-1-2026

STATE OF NEW MEXICO
NOTARY PUBLIC
YOLANDA A. VELASQUEZ
COMMISSION # 1104105
COMMISSION EXPIRES 09/01/2026

Local Option District Use Only:

Local Governing Body of _____ City, County, Town, Village

Public Hearing held on _____ 20____ Decision: Approved Disapproved

Signature of Official: _____ Title: _____

ABC USE ONLY:

APPROVED DISAPPROVED, _____

Done this _____ Day of _____, 20____.

SIGNED BY DIRECTOR: _____

ASSIGNED LICENSE NO. _____ EXPIRES ON: _____

Reviewed, with copy sent to Licensee via Email, Fax, 1st class mail

By: _____ Date: _____

Premises Location, Ownership, and Description | NMSA §60-6B-10 | Page 2

1. The land and building which is proposed to be the licensed premises is: **(check one)**

Owned by Applicant, copy of deed/document attached

Leased by Applicant, copy of lease/document attached

Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): _____

B. Date and Term of Lease: _____

3. Premises location is Zoned (example C-1, see Zoning Statement): C-3,C-4

Zoning Statement attached, Yes No Must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. **Distance* from nearest Church:** (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: Immaculate Conception Church Miles/feet: 0.5 miles

Address/location of Church: 811 6th Street Las Vegas, NM 87701

5. **Distance* from nearest School:** (Property line of school to closest point of licensed premises—shortest distance)

Name of School: Robertson High School Miles/feet: 0.7 miles

Address/location of School: 1236 5th St, Las Vegas, NM 87701

6. **Attach Detailed Floor Plan**, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and must be labeled with designated areas highlighted, which will reflect the proposed Licensed Premises.

7. Type of Operation: Hotel Lounge Package Grocery Racetrack

Restaurant Craft Distiller Small Brewer Winery Wholesaler

Other (specify): _____

***NOTE:** If the distance is beyond 300 feet, but less than 400 feet, and the Applicant does not admit that the location is within 300 feet and requests a waiver from the LOD, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.



COPY

City of Las Vegas

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



Mayor David Romero

June 20th ,2024

Las Vegas, NM 87701

RE : Zoning Certification

To Whom It May Concern:

This statement certifies that premises 908 Grand Avenue Las Vegas, New Mexico 87701 is zoned as a C-3 (General Commercial Zone) and does allow for alcohol to be served on the premises. If you have any questions, please feel free to contact me at (505) 454-1401, ext. 1608 or via email at: cortiz@lasvegasnm.gov

Sincerely, 

Charles Ortiz
Planning and Zoning Coordinator

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Vacant
Councilor Ward 4



City of Las Vegas

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

Mayor David Romero

MEMORANDUM

TO: Lucas Marquez, Community Development Director

FROM: 
Casandra Fresquez, City Clerk

DATE: July 9, 2024

RE: Application for a Restaurant A, Beer and Wine Only Liquor License with On-Premises Consumption

Enclosed is a copy of the application for a Restaurant A, Beer and Wine only Liquor License with On-Premises Consumption submitted by Daves's Diner, 908 Grand Avenue, Las Vegas, NM 87701

This information is being submitted to your office for review and to verify that the requirements to the nearest church, school and military installations are as mandated in the New Mexico State Statutes. Further, I would like to ensure that the area is zoned to allow such an establishment. Please submit to this office written confirmation as to whether or not the location proposed for use of the license meets those requirements.

By copy of this memorandum, I am also notifying Police Chief Caleb Marquez of this application for his input, if any.

The Las Vegas City Council will hold a public hearing regarding the above application on August 14, 2024 at 5:30 p.m. and will require the information prior to the meeting.

Should you have any questions, please do not hesitate to contact me. Thank you in advance for your assistance.

Enclosures:

xc: Charles Ortiz, Planning & Zoning Coordinator
Caleb Marquez, Chief of Police

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



City of Las Vegas

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

Mayor David Romero

July 12, 2024

David Bustos
dba Dave's Diner
908 Grand Avenue
Las Vegas, NM 87701

Statement of Certification

To whom it may concern:

This statement certifies that the premises located at 908 Grand Avenue, Las Vegas, New Mexico 87701 are located within a C-3(General Commercial Zone).

As per the City's Zoning Code, § 450-126. C-3General Commercial Zone, this zone is intended to provide for those retail businesses and services which require a location other than the Central Business District, being either highway-oriented or requiring larger tracts of land.

This zone does permit the establishment of eating and drinking places, including bars, restaurants and cocktail lounges, as per 450-126.

B. Permitted uses in the C-3 District

(3). This zone also allows for the retail sale of packaged alcoholic beverages for off the premises consumption.

An aerial photo with distances to nearest school, church and military facility is attached, along with information on the C-3 Zoning from our Municipal Code Book.

If further information is required, or you have any questions, please contact me at (505) 426-3279.
Sincerely,

Lucas Marquez
Community Development Director

xc: Tim Montgomery, City Manager
Casandra Fresquez, City Clerk

David Ulibarri
Councilor Ward I

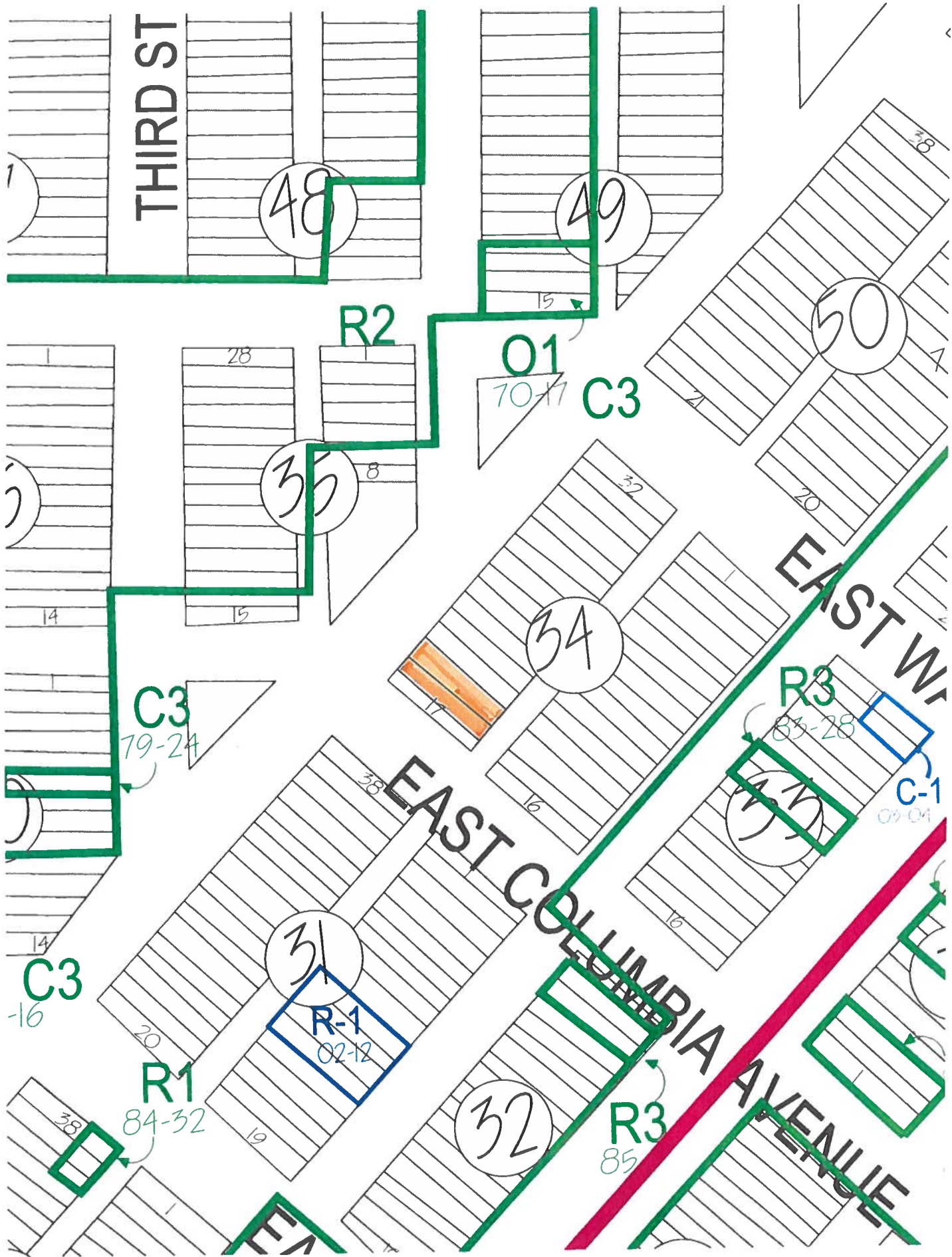
Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



1. Las Vegas City Schools (Robertson High School) 1431.9 feet from 908 Grand Avenue
2. Immaculate Conception Church 1584.24 Feet away from 908 Grand Avenue
3. Kirtland AFB Albuquerque NM approximately 134 miles away from 908 Grand Avenue



City Clerk's Office

RESCHEDULED NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Las Vegas, New Mexico will conduct a public hearing on Monday, August 12, 2024 at 5:30 p.m. (rescheduled from August 14, 2024) in the City Chambers, 1700 N. Grand Avenue, Las Vegas, NM 87701. The City Council will hear any and all protests and determine whether to approve an application for a Restaurant A Liquor License with On-Premises Consumption submitted by Dave's Diner, LLC 908 Grand Avenue, Las Vegas, NM 87701. The hearing is open to the public. Protests and/or comments may be filed with the City Clerk, 905 12th Street, prior to the hearing.

/s/ Casandra Fresquez
City Clerk

Publish: Las Vegas Optic on Friday, July 26, 2024 and Friday, August 2, 2024
City of Las Vegas website: www.lasvegasnm.gov

City Clerk's Office

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Las Vegas, New Mexico will conduct a public hearing on Wednesday, August 14, 2024 at 5:30 p.m. in the City Chambers, 1700 N. Grand Avenue, Las Vegas, NM 87701. The City Council will hear any and all protests and determine whether to approve an application for a Restaurant A Liquor License with On-Premises Consumption submitted by Dave's Diner, LLC 908 Grand Avenue, Las Vegas, NM 87701. The hearing is open to the public. Protests and/or comments may be filed with the City Clerk, 905 12th Street, prior to the hearing.

/s/ Casandra Fresquez
City Clerk

Publish: Las Vegas Optic on Friday, July 12, 2024 and Friday, August 2, 2024



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

Meeting Date: 8/12/2024

Date Submitted: July 31, 2024

Department: Finance


Item/Topic: Approval of Resolution 24-23 authorizing investment of monies in the New Mexico State Treasurer Local Government Investment Program (LGIP) short term investment fund. Authorization is required by the City of Las Vegas Governing Body designating officials authorized to make deposits or withdrawals.

Fiscal Impact: Increased/Maximized earnings from available/unrestricted cash balances.

Attachments: Resolution 24-23 as required by the Office of The State Treasurer

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. 24-23

**A RESOLUTION AUTHORIZING INVESTMENT OF MONIES IN
LOCAL SHORT-TERM INVESTMENT FUND**

WHEREAS, LOCAL PUBLIC BODIES IN NEW MEXICO ARE AUTHORIZED TO PARTICIPATE IN THE LOCAL SHORT-TERM INVESTMENT FUND, ESTABLISHED PURSUANT TO SECTION 6-10-10-10.1 NMSA 1978, AND OPERATED BY THE NEW MEXICO STATE TREASURER; AND

WHEREAS, THE CITY OF LAS VEGAS DESIRES TO PARTICIPATE IN THE SHORT-TERM INVESTMENTS FUND;

NOW, THEREFORE BE IT RESOLVED THAT THE GOVERNING BODY FOR AND ON BEHALF OF THE CITY OF LAS VEGAS AUTHORIZES THE DEPOSIT OR WITHDRAWAL OF MONIES IN THE LOCAL SHORT-TERM INVESTMENT FUND UNTIL THIS AUTHORITY IS REVOKED BY ACTION OF THE GOVERNING BODY OF THE CITY OF LAS VEGAS AND WRITTEN NOTICE OF SUCH ACTION IS RECEIVED BY THE STATE TREASURER.

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, STATE OF NEW MEXICO, ON THE TWELFTH DAY OF AUGUST 2024.

City Manager _____

Finance Director _____

Deputy Finance Director _____

City Clerk _____

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, STATE OF NEW MEXICO, ON _____

Mayor David G. Romero

ATTEST:

Casandra Fresquez, City Clerk



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

Meeting Date: Wednesday August 21, 2024

Date Submitted: July 31, 2024

Department: Parks and Recreation

Item/Topic: MOU Approval. Asking for approval for Las Vegas Youth Soccer League to use Pancho Padilla Park, Hannah Park and Marrujo Soccer Complex for upcoming Soccer Season.

Fiscal Impact: None

Attachments:

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

Approved For Submittal By:

Department Director

Reviewed By:

Finance Director

City Manager

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

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

Continued : _____
Referred To: _____
Denied _____
Other _____

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF LAS VEGAS
AND LAS VEGAS YOUTH SOCCER LEAGUE**

This agreement for Facility Seasonal usage agreement is made and entered into on this _____ day of _____ 2024 by and between the City of Las Vegas (hereafter "CLV"), a New Mexico home-rule municipality and Las Vegas Youth Soccer League (hereafter "LVYSL").

This Memorandum of Understanding (MOU) supersedes any and all previous agreements and all are hereby voided upon adoption of this MOU.

RECITALS:

WHEREAS, the City of Las Vegas is the owner of land at Padilla Park on Vegas Dr and Mountain View, Marrujo Park on Commerce St and Hanna Park on Legion Dr which are made available under this agreement;

WHEREAS, the **City of Las Vegas** will make the land at Padilla Park on Vegas Dr and Mountain View, Marrujo Park field on Commerce St and Hanna Park on Legion Dr. **available to the LVYSL** under this agreement, buildings, and equipment, for the sole purpose of holding youth soccer activities to include soccer League events from August 1st, 2024 to October 31, 2024.

WHEREAS, The **LVYSL** agrees not to engage in or permit property to be used for any other purpose than the purpose specifically stated above, or any unlawful or offensive purpose, and agrees, in the use of the property, to abide by all regulations of the CLV, Local Laws and Ordinances, and the laws of the State of New Mexico and the United States Government;

WHEREAS, The City of Las Vegas encourages the developments of athletic leagues to foster community partnerships, prosperity, and to provide recreational and other opportunities for the youth in Las Vegas, NM;

WHEREAS, this MOU addresses the relationship, roles and responsibilities of the parties with the primary purpose to establish a mutually beneficial working relationship for the utilization, maintenance, and upkeep of the all above mentioned fields;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the aforementioned parties agree as follows:

PURPOSE:

The parties intended to undertake the following roles and responsibilities pursuant to this MOU agreement:

1. **Rental of Property:** LVYSL shall pay consideration to CLV in the amount of \$300.00 for use of the property, for the duration of LVYSL season.
2. LVYSL agrees to deliver the Property, at the expiration of this agreement, in as good a condition as at the beginning of this agreement. If damage or breakage occurs, or if the Property is not cleaned up sufficient to satisfy CLV, LVYSL shall pay the costs of CLV to repair said damage/breakage or for proper cleaning.
3. **Additional equipment:** Any equipment other than equipment furnished by LVYSL, shall be brought in, set up and taken down at the LVYSL sole expense. No outside equipment shall be left over or stored on the Property. LVYSL must replace any equipment that, in the CLV sole discretion, is destroyed, stolen or damaged.
4. **Cancellation:** It is understood and agreed upon that this agreement is subject to cancellation if and when the CLV, in its sole discretion, finds that a cancellation of the use of the Property is warranted, at which time CLV shall inform LVYSL in writing within two weeks. Failure to comply with any of the terms and provisions of this MOU, LVYSL rights hereunder shall terminate at once and the CLV may enter the Property and expel the LVYSL, and LVYSL shall not have any remedies. Notice to quit possession and every other formality is hereby expressly waived by the LVLL in case of default or violation of any of the terms of this agreement.
5. **General Liability Insurance:** Agreed to maintain in full force and effect during the term of this MOU **General Liability Insurance** covering bodily injury, disease illness or death and property damage liability. Comprehensive general liability coverage not less than \$1,000,000.00 limit per occurrence, including coverage for property damage, covering bodily injury and wrongful death and will increase according to industry standards. LVSL shall furnish verification of insurance coverage to CLV within 15 days of signing MOU.
6. **Additional Insured:** Fire, lightning and extended coverage, or risk coverage. CLV shall be named as an additional insured on each such policy of insurance. LVYSL shall carry and maintain in full force and effect during the Term of this MOU and any renewal thereof, fire and extended coverage insurance upon all real property, alterations, additions and improvements in an amount equal to the replacement value of such real property, alterations additions and improvements. LVYSL, within ten (10) days after cancellation or expiration of any required coverage is to notify CLV in writing. CLV may deem MOU to be in default as stated in the following section and reserves the right to immediate possession of the property and all additions or improvements. If substantially damaged in whole or in part, and such loss is covered **by fire** and to replace or repair real property, additions or improvements, it must first use the proceeds to clear the premises of all such buildings, additions and improvements including foundation, and thereafter the MOU will deem to be terminated.
7. **Hold Harmless:** LVYSL agrees to defend, indemnify and hold harmless the City and its "public employees" as defined in the NM Torts Claim Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any sources with which may arise out of the performance of this agreement, caused by the negligent act or failure to act by LVYSL, its officers, employees, servants, or against, or if caused by the actions of any client of LVYSL resulting in injury or damage to persons or property during the time when LVYSL or any officer, agent, assign, employee, servant thereof has or is performing services pursuant to this agreement. In the event that any action, suit or proceeding related

to the services performed by LVYSL or any officer, agent, assign, employee, servant under this agreement is brought against LVYSL, LVYSL shall, as soon as practicable but no later than two (2) days after it received notice thereof, notify the legal counsel of the City by certified mail.

8. **New Mexico Tort Claims Act:** Any liability incurred by the City of Las Vegas in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Torts Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort claims Act.
9. **Third Party Beneficiaries:** By entering into this agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Contractor/Lessee. No person shall claim any right, title or interest under this agreement or seek to enforce this Agreement as a third party beneficiary under this Agreement.

SCHEDULE FOR ALL FIELDS:

Monday – Friday 4pm – 7pm and Saturday 8am – 5pm/Sunday 8am-5pm

GENERAL MAINTENANCE:

The aforementioned parties shall cooperate with the CLV Parks department for the maintenance, care and upkeep of the soccer fields and facilities, including the provision of all labor, equipment, and materials necessary to accomplish the same. Maintenance, care and upkeep shall include, without limitation the following:

LVYSL:

1. Will utilize the aforementioned fields for their respective programs.
2. Will maintain a quality standard of care in the upkeep of all fields.
3. Will designate one Field Maintenance person to cooperate with CLV Parks crews to coordinate the agreement requirements and have basic lawn care and maintenance knowledge to maintain quality standard of care for the fields.
4. Will have the responsibility of using quality of care necessary for preparing and maintaining the fields for daily operation to include: lining fields, cleanliness and sanitize benches, utilizing equipment, maintenance of fields, side tracks, and other areas of responsibility required to prepare for games and practices throughout season to include:
5. Will have the responsibility of maintenance and upkeep of trash in bench areas, trash pickup outside of trash receptacles, bagging trash inside receptacles, trash in parking lots, fence lines and putting trash in dumpsters.
6. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include soil material, and concession stand responsibilities, if applicable. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

CLV:

1. Will cooperate with LVYSL Field Maintenance person with Parks Crews to coordinate this agreement requirements and have basic lawn care and maintenance knowledge to maintain quality standard of care for the fields.
2. Will provide irrigation and fertilization/reseeding of all grassed areas as needed on all fields. Provide cutting and grooming of all grassed and other vegetated areas on all ball fields; and will collect and dispose of all waste and debris from within the premises of each field. All times settings for irrigation and water distribution is the sole responsibility of CLV. All sprinkler test and repair will be conducted as needed.
3. Will prepare fields for opening day, after opening day, daily quality standard of care and maintenance of fields will be the responsibility of LVYSL for their respective fields and respective season.
4. Will utilize a checklist to periodically inspect all fields to insure general maintenance and quality care expectations are being met by LVYSL. Designees from both parties will conduct a walk through.
5. All alterations or changes to buildings, surrounding areas and/or fields must be authorized by CLV.
6. Will schedule with Solid Waste scheduled dumpster pickup preferably twice a week.
7. Will work on irrigation system as needed, water fields, aerate fields, apply fertilizer, mow fields,
8. All locks, if applicable, must be authorized and any changes must be approved by CLV.
9. Is responsible for the upkeep and maintenance of the scoreboard and lighting system on all fields if applicable.
10. Is responsible for the cost of utilities.
11. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include infield soil material, and concession stand responsibilities, if any. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

TERM:

The term of this MOU is for one year and may be renewable annually upon the approval of the City Council.

AGREEMENTS:

In order to foster the successful completion of this MOU, the parties agree to the following terms and conditions:

1. Each party pledges in good faith to go forward with this MOU subject to the terms and conditions of this MOU. The parties shall attempt to resolve any and all disputes through good faith discussions.
2. Either party may unilaterally withdraw at any time and for any reason from this MOU by submitting a written and signed communication to the other party giving a two week written notice.
3. By mutual agreement, the parties may modify the intended goals and purposes set forth in this MOU (General Maintenance). Any modification to this MOU must be made in written and signed by all parties through their authorized designees. Any additions, deletions and/or changes to this MOU will require an addendum, and/or an amendment and signed by the parties and City Manager.

PRIMARY CONTACT:

The parties intend that this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts/designees between the parties. The

parties agree that all significant and formal communications, including any written notice, between the parties shall be made through and to the LVYSL President and the CLV City Manager.

The parties hereby agree to the foregoing MOU:

CITY OF LAS VEGAS (CLV):

DATE:

Timothy Montgomery, City Manager

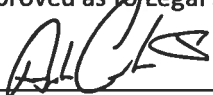
LAS VEGAS YOUTH SOCCER LEAGUE (LVYSL):

DATE:

Eric Alarid, League President

Approved as to Legal Sufficiency only:

DATE:



City Attorney

08/06/2024

Attest:

DATE:

Casandra Fresquez, City Clerk



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

***Reviewed:**

[Signature]
Tim Montgomery, City Manager

08/05/2024
Date

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

Date Submitted: July 31, 2024

Department Submitting: Parks and Rec Dept

Submitter: Arturo Padilla, Parks & Rec Director

Documents to be reviewed: MOU Soccer League 2024-2025

Deadline: As soon as possible

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:

[Signature]

Date: _____

1

Attorney Review

08/06/2024

Date

Approved / Disapproved: (Reason for Disapproval): _____

2

Finance Director

Date

Approved / Disapproved: (Reason for Disapproval): _____

3

Tim Montgomery, City Manager

Date

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

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



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

Meeting Date: August 12, 2024

Date Submitted: 09/01/24

Department: Public Works

Item/Topic: Request approval of resolution 24-22 to accept and enter into an agreement with New Mexico Department of Transportation (NMDOT) for a Capital Appropriation Grant in the amount of \$50,000.00, to be used for planning, design and construct road improvements, including sidewalks, drainage and curb and gutter on El Creston Circle. The NMDOT to fund 100% of grant offer.

Fiscal Impact: None

Attachments: Resolution 24-22, agreement

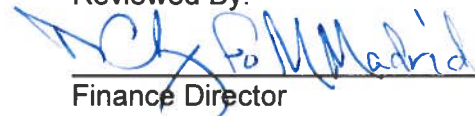
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:



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. 24-22

A RESOLUTION TO ACCEPT A CAPITAL APPROPRIATION PROJECT GRANT ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION- AGREEMENT

WHEREAS, the City of Las Vegas and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$50,000.00 to be funded in proportional share by the parties as follows:

- a) New Mexico Department of Transportation's share shall be 100 % (\$50,000.00)
- b) City of Las Vegas' required proportional matching share shall be 0%

WHEREAS, the City will pay any costs that exceed the total amount being \$50,000.00; and

NOW, THEREFOFE, BE IT RESOLVED in official session that the City of Las Vegas determines, resolves, and orders as follows:

That this Capital Appropriation Project agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2028 and the City of Las Vegas incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into the written agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas to enter into this Capital Appropriation Agreement, Project Number _____, Control Number C4243304 with the New Mexico Department of Transportation for fiscal year 2025/2026 to plan, design and construct road improvements, including sidewalks, drainage and curb and gutter on El Creston Circle. Begin of project (BOP) Alamo Street to the End of Project (EOP) Alamo Street within the control of the City of Las Vegas in Las Vegas/San Miguel County, New Mexico.

APPROVED and ADOPTED this ____ day of August 2024

ATTEST

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY



Attorney

City of Las Vegas, New Mexico

David Romero, Mayor



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

*Reviewed:

[Signature]
Tim Montgomery, City Manager

07/31/2024
Date

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

Date Submitted: July 30, 2024

Department Submitting: Public Works

Submitter: Daniel Gurule

Documents to be reviewed: Resolution 24-22 Capital Appropriation Grant Agreement

Deadline: **ASAP**

Submitter Comments: Agreement is attached

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):* _____

[Signature] Date: 07/31/2024
Attorney Review **Date**

[Signature] Date: 8/7/24
Finance Director **Date**

_____ Date: _____
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.*

Contract Number: _____
Vendor Number: 0000054343
Control Number: C4243304

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and City of Las Vegas, hereinafter called the “Grantee”. This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2024, SB 275, Chapter 66, Section 33, Subsection 74, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID I3304 NMDOT Control Number C4243304 **\$50,000**

APPROPRIATION REVERSION DATE: 6/30/2028

Laws of 2024, Chapter 66, Section 33, Subsection 74, Fifty Thousand Dollars and No Cents (\$50,000), to plan, design and construct road improvements, including sidewalks, drainage and curb and gutter, on El Creston circle in Las Vegas in San Miguel county.

The Grantee’s total reimbursements shall not exceed Fifty Thousand Dollars and No Cents \$50,000 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)¹, if applicable, (), which equals () (the “Adjusted Appropriation Amount”).

¹ The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT’S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department’s Obligation to Reimburse² Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee’s expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee’s Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee’s expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third Party Obligations”; and
- (iv) The Grantee’s submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent

² “Reimburse” as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Las Vegas
Name: Danny Gurle
Title: Public Works Supervisor

Address: 1700 North Grand Avenue, Las Vegas, New Mexico 87701
Email: dgurule@ci.las-vegas.nm.us
Telephone: 505-652-8750

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 4 Office
Name: John Herrera
Title: Capital Outlay District Coordinator
Address: P.O. Box 10, Las Vegas, NM 87710
Email: JohnA.Herrera@dot.nm.gov
Telephone: 505-398-6143

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party’s actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the “Reversion Date.” Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2028 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

B. The Project’s funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project’s Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and

- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit I. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Las Vegas may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Las Vegas’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Vegas or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Vegas or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

NMDOT ATTACHMENT A

The City of Las Vegas shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Las Vegas shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____]
entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the
following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within
the scope of the project description, subject to all the terms and conditions of the above referenced Grant
Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

¹ Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____
(Complete Mailing, including Suite, if applicable)

City _____ State _____ Zip _____

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

H. GF GOB STB (attach wire if first draw)

I. Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent (if applicable)**

Grantee Representative

Printed Name

Printed Name

Date:

Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF TRANSPORTATION

By:

Its: Cabinet Secretary or Designee

Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

By: Aaron Frankland or Designee

Its: Deputy General Counsel

Date

requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Las Vegas may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Las Vegas only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
 - 1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 - 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 - 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
 - 1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 - 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department’s obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project’s assigned bond proceeds if the project doesn’t proceed sufficiently. Entities must comply with the



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

Meeting Date: August 12, 2024

Date Submitted: 8/5/24

Department: Public Works

Item/Topic: Discussion and Direction of the Riverwalk Archways/Gateway Designs and locations. Public Works is requesting review and input of archway/gateway designs.

Fiscal Impact: None

Attachments: Gate pictures

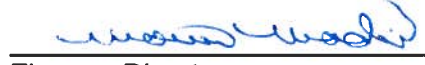
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

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. _____

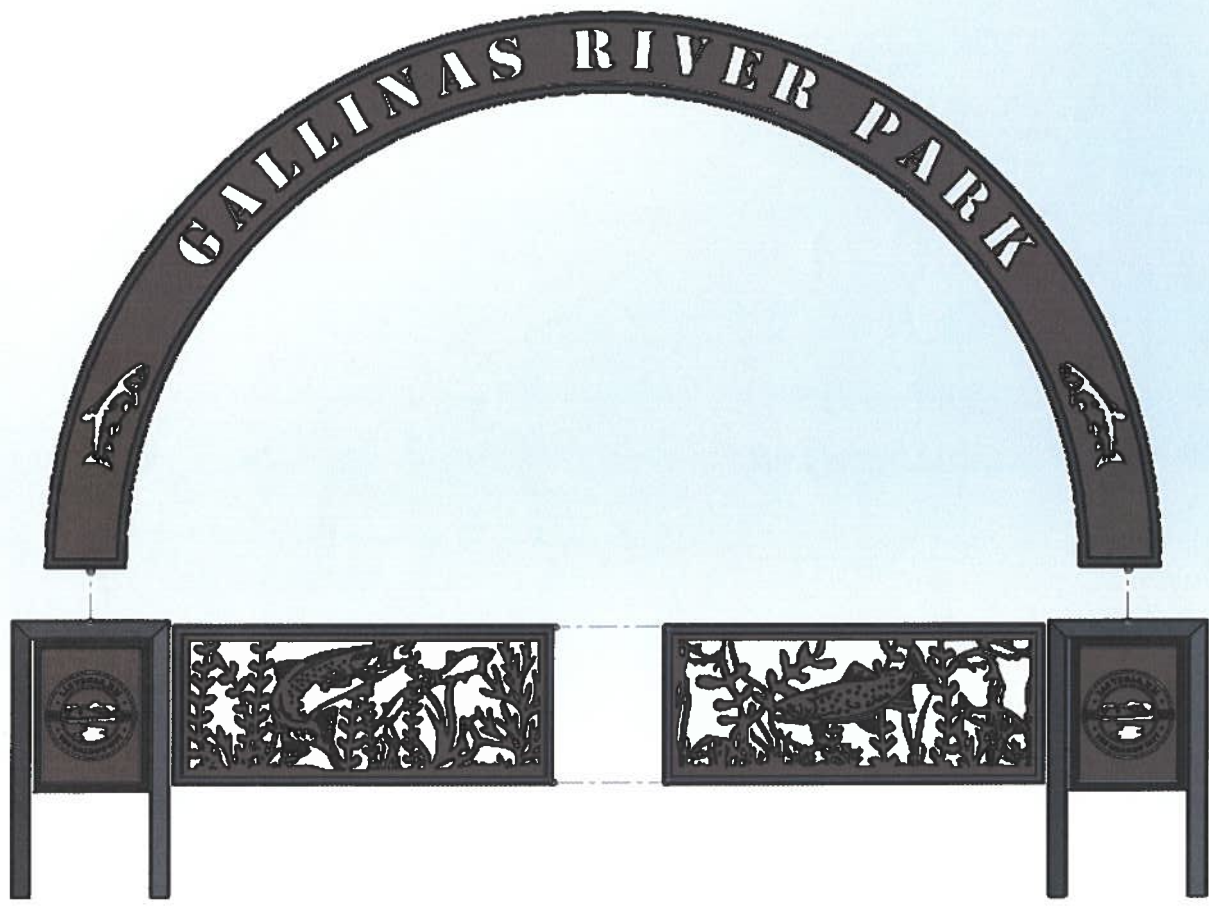
Approved _____

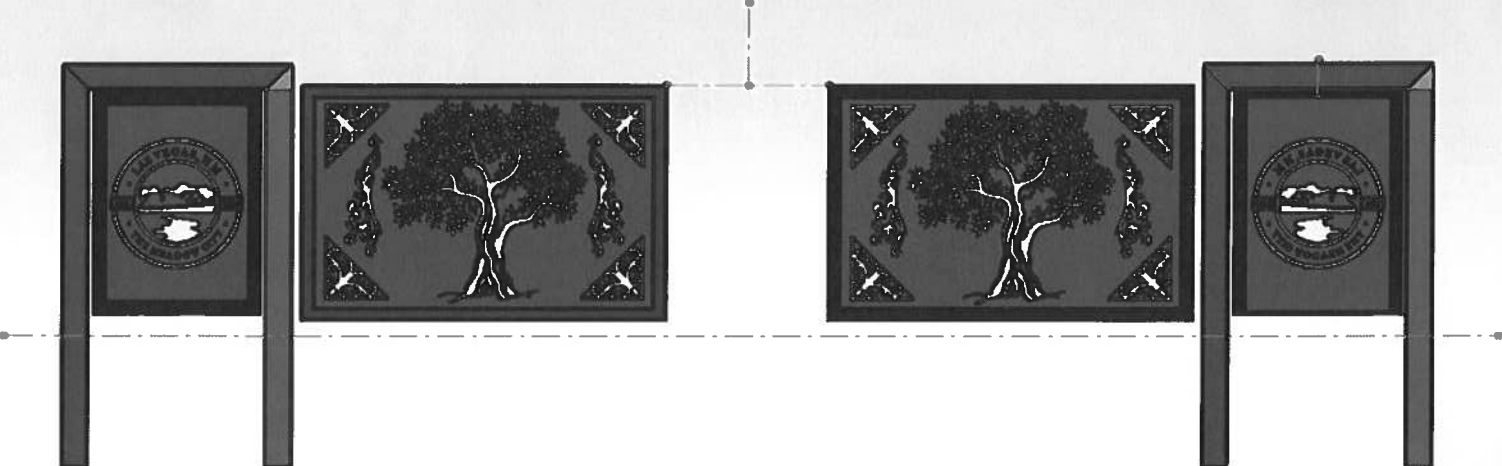
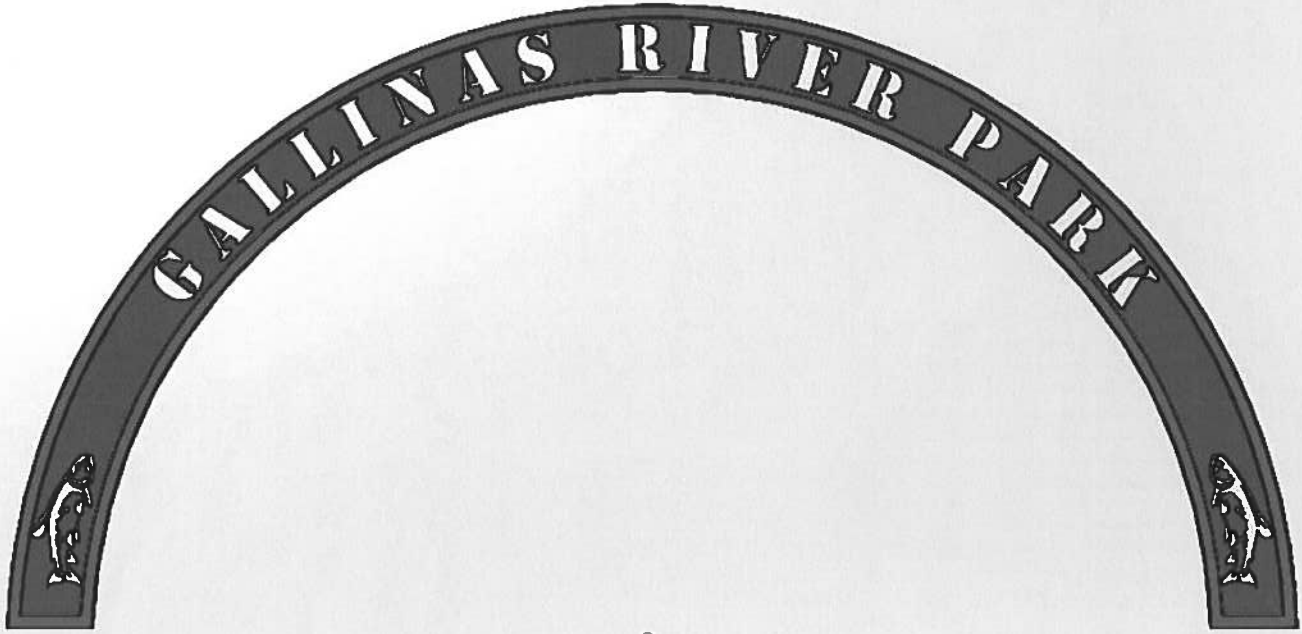
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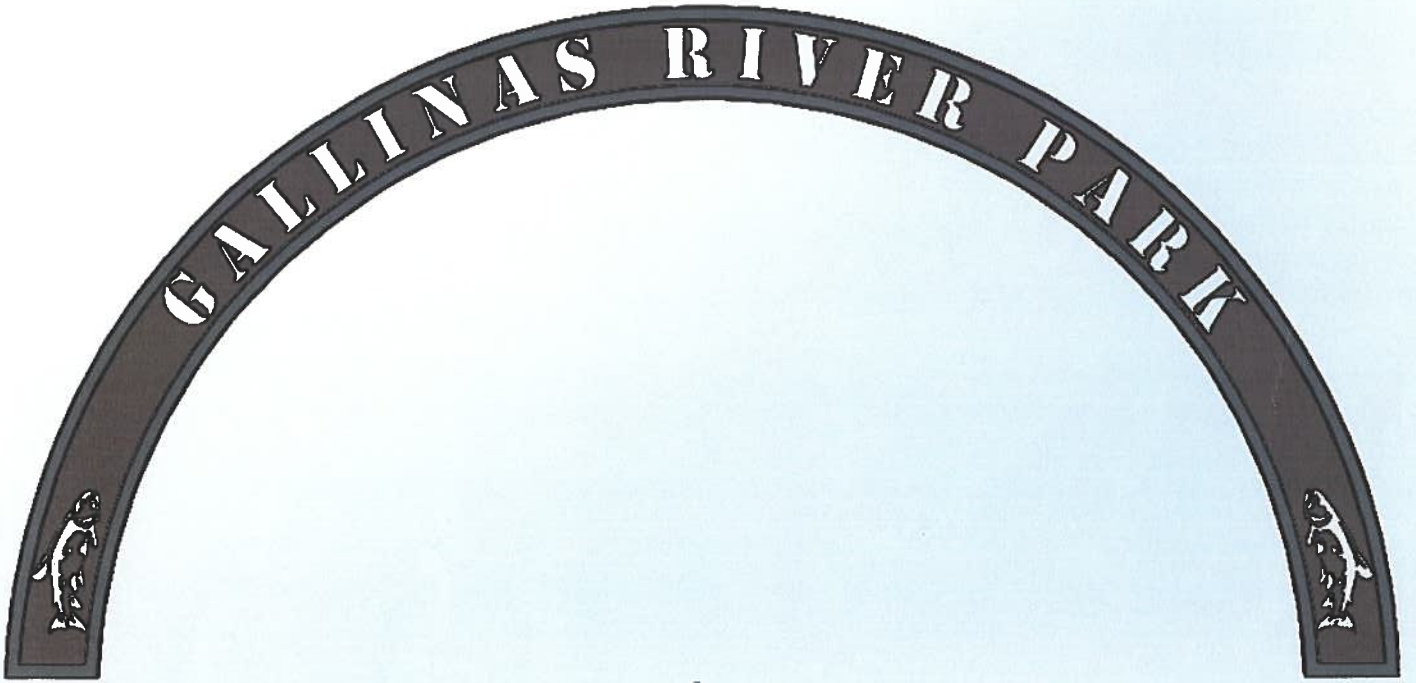
Referred To: _____

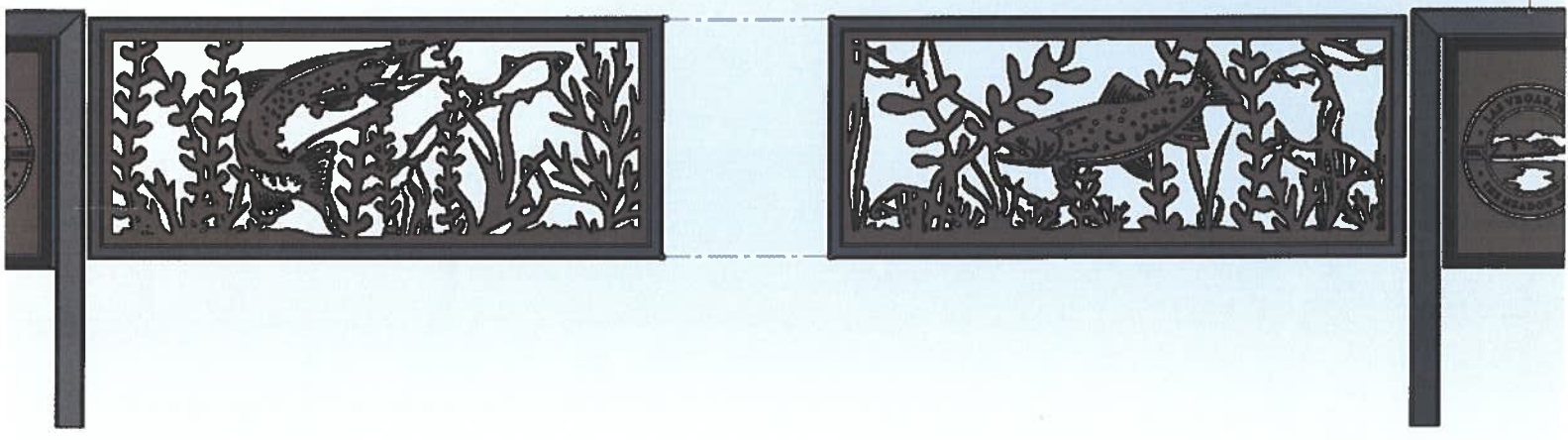
Denied _____

Other _____











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

Meeting Date: August 12, 2024

Date Submitted: 8/5/24

Department: Solid Waste


Item/Topic: Request approval of the surplus from a 2018 Semi End Dump Trailer (EHRD 40) purchased by the Solid Waste Department, and approve the removal from the inventory and to authorize the sale through advertisement by a sealed bid process. Bids received will be opened at a scheduled date in public. The Trailer is not being utilized due to safety operation concerns and has not been used in five years.

Fiscal Impact: Additional revenue.

Attachments:

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

Approved For Submittal By:

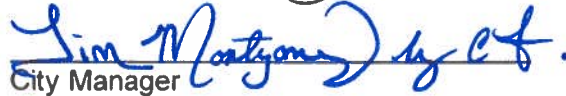


Department Director

Reviewed By:



Finance Director



City Manager

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

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

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

518

GOVERNMENT VEHICLES REGISTRATION FORM
MOTOR VEHICLE DIVISION TAXATION AND REVENUE DEPARTMENT

Vehicle Identification Number (VIN) 5TU344027JS000151

Year 2018 Make CONSTRUCTION TRAILER Model EHRD 40 Number of Cylinders N/A

Fuel Type: Gas Diesel Hybrid Other

Body Style TRAILER Mileage Weight 20000 GVWR 68000

Vehicle Description 2018 CONSTRUCTION TRAILER

Plate Number Agency Code SOLID WASTE DEPT.

Name of Agency CITY OF LAS VEGAS

Agency Mailing Address 1700 N GRAND AVE

City LAS VEGAS State NM Zip code 87701

Department/Division SOLID WASTE DEPT

Location of Vehicle LAS VEGAS, NM

Program/Activity Vehicle Dedicated to SOLID WASTE DEPT

Is Vehicle Assigned to One Employee: Yes No

BUSES ONLY: # of Passengers # of Doors # of Seats

LIEN INFORMATION

Lien Holder Name

Lien Holder Address

City State Zip Code

File Date Maturity Date

AGENCY CONTACT HELEN T VIGIL **PHONE #** 505-454-1401 EXT 1106

CHECKLIST (ATTACHED)

Certificate of Origin Dealer's Invoice NM Title Out-of-State Title

Odometer Disclosure Statement United State Government Certificate Vin Inspection

***** VIN inspections are required on ALL 'Out of State Titles' and 'US Government Titles' *****

REQUESTING: NM Title Registration Plate Duplicate Title

Please Mail to: New Mexico Motor Vehicle Dept
PO Box 1028
1100 S. St. Francis
Santa Fe, NM 87504-1028

Contact: Kathlynn Salazar (505) 476-3474 or KathlynnSalazar@state.NM.US

12/5/16

Steve Ruck

12-17-19







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 COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: August 12, 2024

Date Submitted: 08/02/2024

Department: Executive

Item/Topic: Consideration to approve the restructuring of the Executive and Human Resource Department Organizational Charts by removing the Safety Officer position from Human Resource and adding it under the direction of Executive Office. As per the Municipal City Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

Fiscal Impact: N/A


Attachments: City of Las Vegas Proposed Organizational Charts for the Executive Department.

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 _____

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

1 **Section 5.03. City Manager—Powers and Duties.**
2

3 The City Manager shall be the chief administrative officer of the City in charge of day-to-
4 day administrative affairs of the City, shall appoint the department directors, shall direct
5 and supervise City employees, and shall perform such other functions as may be
6 established pursuant to this Charter, by the Governing Body, or by state law.
7

8 **Section 5.04. City Attorney.**
9

- 10 A. There shall be a City Attorney who shall serve as chief legal advisor to the
11 Governing Body, City Manager, and all City departments, offices and agencies,
12 shall represent the City on legal proceedings, and shall perform any other duties
13 prescribed by state law, by this Charter or by ordinance. The Governing Body
14 shall enter into a contract with the City Attorney which shall establish, among
15 other matters, compensation, benefits, duties and responsibilities. The City may
16 contract for such other specialized legal services from outside legal counsel as it
17 deems appropriate.
- 18 B. The City Attorney shall be an attorney in good standing, qualified in the field of
19 municipal law, licensed to practice law in the State of New Mexico, and shall
20 establish residence in San Miguel County within ninety (90) days of acceptance of
21 appointment.
- 22 C. The Mayor shall provide a list of not less than two (2) qualified candidates for the
23 position of City Attorney for the Council to review. The Council shall select a
24 City Attorney from the two candidates provided by the Mayor. The Governing
25 Body shall enter into a contract with the City Attorney which shall establish,
26 among other matters, compensation, benefits, duties and responsibilities.
- 27 D. The Governing Body shall enter into a contract with the City Attorney which shall
28 establish, among other matters, compensation, benefits, duties and
29 responsibilities.
- 30 E. The City Attorney, whether contractual or employee, serves at the pleasure of the
31 Governing Body and may be suspended or removed without cause at any time by
32 the Mayor, subject to approval of the Council, or by a majority of all members of
33 the Governing Body.
34

35 **Section 5.05. City Clerk.**
36

- 37 A. There shall be a City Clerk who shall serve as clerk to the Governing Body.
- 38 B. The City Clerk shall give notice of Governing Body meetings to its members and
39 the public, keep the minutes of its proceedings, keep the official records of the
40 City, cause appropriate public notices to be given, and perform such other duties
41 as are assigned by this Charter, by the Governing Body or by law.
- 42 C. The Mayor shall provide a list of not less than two (2) qualified candidates for the
43 position of City Clerk for the Council to review. The Council shall select a City
44 Clerk from the two candidates provided by the Mayor. The Governing Body shall
45 enter into a contract with the City Clerk which shall establish, among other
46 matters, compensation, benefits, duties and responsibilities. The City Clerk shall

- 1 establish residence in San Miguel County within ninety (90) days of acceptance of
2 appointment.
- 3 **D.** The City Clerk serves at the pleasure of the Governing Body, and may be
4 suspended or removed without cause at any time by the Mayor, subject to
5 approval of the Council, or by the Governing Body by a majority of all members
6 of the Governing Body.
- 7 **E.** The City Clerk, if not already certified, must work toward being certified by the
8 Institute of Municipal Clerks and have achieved or be working to achieve a
9 certification as a Certified Municipal Clerk or attain that certification while in the
10 employ of the City.

11
12 **Section 5.06. Chief of Police.**

- 13
14 **A.** There shall be a Chief of Police.
- 15 **B.** The Mayor shall provide a list of not less than two (2) qualified candidates for the
16 position of Chief of Police for the Council to review. The Council shall select a
17 Chief of Police from the two candidates provided by the Mayor. The Governing
18 Body shall enter into a contract with the Chief of Police which shall establish,
19 among other matters, compensation, benefits, duties and responsibilities. The
20 Chief of Police shall establish residence in San Miguel County within ninety (90)
21 days of acceptance of appointment.
- 22 **C.** The Chief of Police serves at the pleasure of the Governing Body, and may be
23 suspended or removed without cause at any time by the Mayor, subject to
24 approval of the Council, or by the Governing Body by a majority of all members
25 of the Governing Body.

26
27 **Section 5.07. Departments.**

- 28
29 **A.** Subject to approval of the Governing Body, the City Manager shall establish such
30 departments as are necessary for efficient administration of the City.
- 31 **B.** Each department shall be under the supervision of a department director, subject
32 to the direction and supervision of the City Manager.
- 33 **C.** The City Manager shall appoint department directors, subject to approval by the
34 Governing Body.
- 35 **D.** Department directors are at-will employees who may be placed on administrative
36 leave or removed by the city manager, subject to a majority vote by the
37 Governing Body. The majority vote by the Governing Body of whether or not to
38 remove a department director shall be recognized and implemented by the City
39 Manager, with said vote constituting a final and conclusive determination
40 regarding the matter.
- 41 **E.** The City Manager may serve as department, provided that the Manager shall not
42 serve as either City Clerk or Finance Director.
- 43
44
45
46



EXECUTIVE

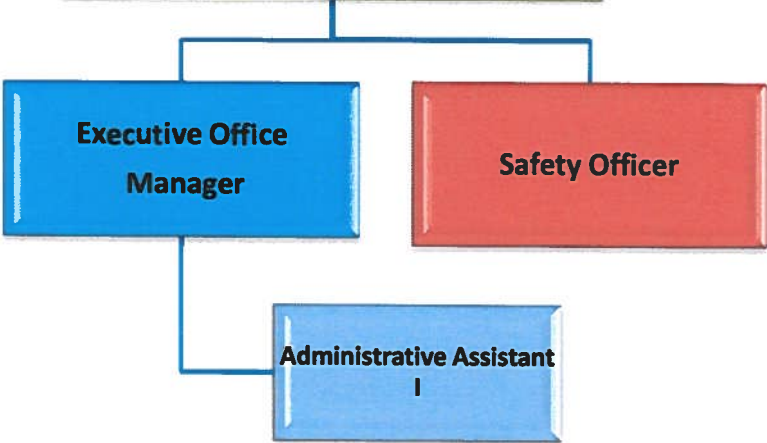
Legislative:
Mayor
Councilors
Ward 1
Ward 2
Ward 3
Ward 4

City Manager

**Executive Office
Manager**

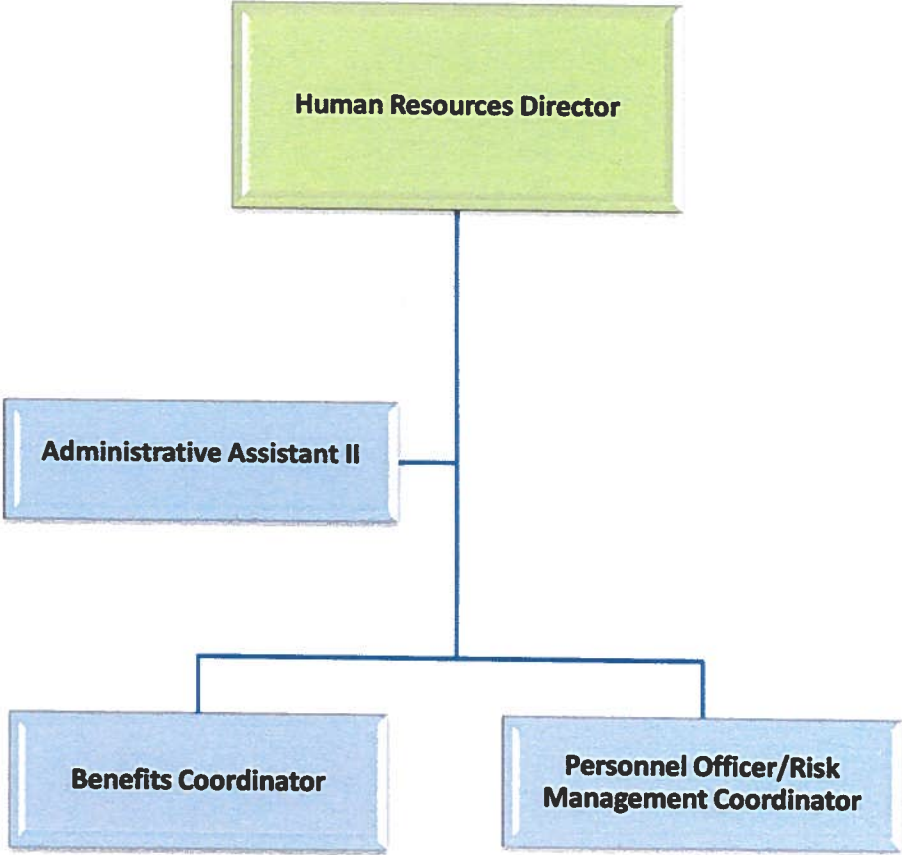
Safety Officer

**Administrative Assistant
I**





HUMAN RESOURCES DEPARTMENT





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 COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: August 12, 2024

Date Submitted: 08/02/2024

Department: Executive

Item/Topic: Change the Grant Writer/Administrator position to Program Coordinator and move the position to the Finance Department. This position was previously under the direction of the Community Development Department and removed from the Org Charts for contracting purposes.

Fiscal Impact: N/A

Attachments: Memorandum regarding appointment process and City of Las Vegas Charter Section 5.03 – City Manager – Power and Duties


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 _____

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

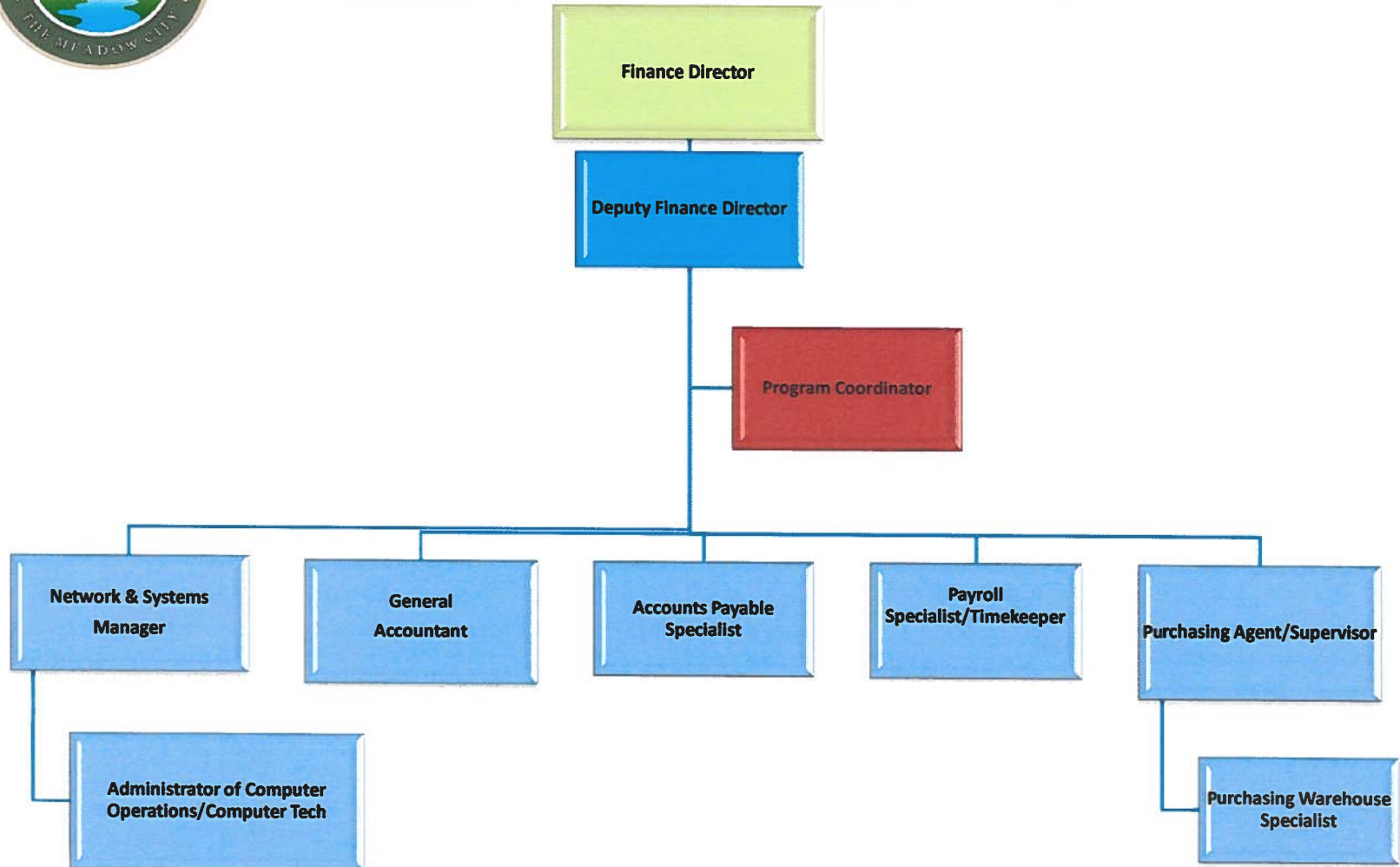
Marvin Martinez
Councilor Ward 4



Proposed 7/10/24

Proposed 8/21/24

FINANCE DEPARTMENT





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

Meeting Date: August 12, 2024

Date Submitted: 8/7/24

Department: Executive

Item/Topic: Consideration to approve the restructuring of the Utilities Organizational Chart by removing the Gas Division and creating a Gas Department and adding a Gas Director, Compliance Officer and an Administrative Assistant II. As per the Municipal City Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

Fiscal Impact:

Attachments: City of Las Vegas Proposed Organizational Charts for the Utilities Department and Gas Department.

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

Jim Matzger
City Manager

[Signature]

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

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

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

Proposed 8/12/24

GAS DEPARTMENT

Director

Compliance
Officer

Administrative
Assistant II

Gas Systems Manager

Superintendent

Supervisor

Operators III/IV

Equipment
Operators I,II,III

Maintenance
Techs I,II,III

Laborers





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

Meeting Date: August 12, 2024

Date Submitted: 8/5//24

Department: Executive

Item/Topic: Request approval to change the scope of work for City Hall restoration with AGM Konstruction. The change of scope will include removing the ductwork and not replacing the furnace and adding the bathroom construction at no additional cost.

Fiscal Impact: None

Attachments: Revised scope of work

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:



City Manager



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



AGM KONSTRUCTION & ENVIRONMENTAL SERVICES

1570 Pacheco Street Suite E6
Santa Fe NM 87505

Client: City Of Las Vegas-Supplement
Property: 1700 N Grand Ave
Las Vegas, NM 87701

Operator: MIKE

Estimator: Lawrence Vigil
Position: Estimator
Business: 1570 Pacheco St SU E6
Santa Fe, NM 87505

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

Type of Estimate:

Date Entered: 5/28/2024

Date Assigned:

Price List: NMSF8X_MAY24
Labor Efficiency: Restoration/Service/Remodel
Estimate: CITY_LV_SUPPLEMENT

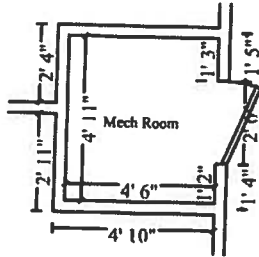


AGM KONSTRUCTION & ENVIRONMENTAL SERVICES

1570 Pacheco Street Suite E6
Santa Fe NM 87505

CITY_LV_SUPPLEMENT

Main Level

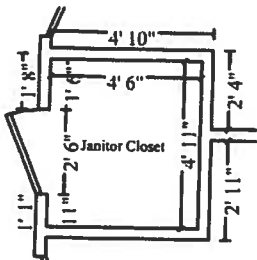


Mech Room

Height: 8'

150.67 SF Walls	22.13 SF Ceiling
172.79 SF Walls & Ceiling	22.13 SF Floor
2.46 SY Flooring	18.83 LF Floor Perimeter
18.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
13. Water heater - Detach & reset	1.00 EA	0.00	815.18	80.10	163.04	1,058.32
16. 5/8" drywall - hung, taped, floated, ready for paint	172.79 SF	0.00	3.68	62.48	127.18	825.53
17. Batt insulation - 6" - R19 - paper / foil faced	150.67 SF	0.00	1.46	21.61	44.00	285.59
19. Seal/prime (1 coat) then paint (1 coat) the walls and ceiling	172.79 SF	0.00	1.12	19.02	38.70	251.24
Totals: Mech Room				183.21	372.92	2,420.68



Janitor Closet

Height: 8'

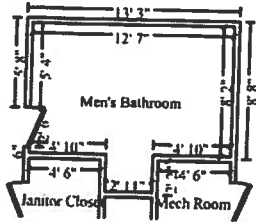
150.67 SF Walls	22.13 SF Ceiling
172.79 SF Walls & Ceiling	22.13 SF Floor
2.46 SY Flooring	18.83 LF Floor Perimeter
18.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
9. Sheathing - plywood - 3/4" CDX	22.13 SF	0.00	2.60	5.65	11.50	74.69
10. R&R Vinyl floor covering (sheet goods)	22.13 SF	1.08	3.49	9.93	20.22	131.28
11. 5/8" - drywall per LF - up to 4' tall	18.83 LF	0.00	21.37	39.54	80.48	522.42
12. Seal/prime (1 coat) then paint (2 coats) the walls	150.67 SF	0.00	1.53	22.66	46.10	299.29
Totals: Janitor Closet				77.78	158.30	1,027.68



AGM KONSTRUCTION & ENVIRONMENTAL SERVICES

1570 Pacheco Street Suite E6
Santa Fe NM 87505



Men's Bathroom

Height: 8'

369.33 SF Walls
478.90 SF Walls & Ceiling
12.17 SY Flooring
46.17 LF Ceil. Perimeter

109.57 SF Ceiling
109.57 SF Floor
46.17 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
33. 5/8" drywall - hung, taped, floated, ready for paint	45.00 SF	0.00	3.68	16.27	33.12	214.99
34. R&R Tile floor covering	109.57 SF	2.93	90.80	1,009.09	2,054.00	13,333.09
36. R&R Ceramic/porcelain tile - High grade	184.67 SF	2.35	15.86	330.42	672.58	4,365.84
38. Seal/prime (1 coat) then paint (2 coats) part of the walls	184.67 SF	0.00	1.53	27.77	56.52	366.84
39. R&R Sink - single	1.00 EA	22.00	327.45	34.33	69.90	453.68
Totals: Men's Bathroom				1,417.88	2,886.12	18,734.44



Women's Bathroom

Height: 8'

386.67 SF Walls
504.23 SF Walls & Ceiling
13.06 SY Flooring
48.33 LF Ceil. Perimeter

117.56 SF Ceiling
117.56 SF Floor
48.33 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
40. 5/8" drywall - hung, taped, floated, ready for paint	45.00 SF	0.00	3.68	16.27	33.12	214.99
41. R&R Tile floor covering	117.56 SF	2.93	90.80	1,082.66	2,203.80	14,305.36
42. R&R Ceramic/porcelain tile - High grade	193.33 SF	2.35	15.86	345.91	704.10	4,570.55
43. Seal/prime (1 coat) then paint (2 coats) part of the walls	193.33 SF	0.00	1.53	29.06	59.16	384.01
44. R&R Sink - single	1.00 EA	22.00	327.45	34.33	69.90	453.68
Totals: Women's Bathroom				1,508.23	3,070.08	19,928.59
Total: Main Level				3,187.10	6,487.42	42,111.39

Labor Minimums Applied



AGM KONSTRUCTION & ENVIRONMENTAL SERVICES

1570 Pacheco Street Suite E6
Santa Fe NM 87505

CONTINUED - Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
4. Vinyl floor covering labor minimum	1.00 EA	0.00	167.01	16.40	33.40	216.81
2. Framing labor minimum	1.00 EA	0.00	142.13	13.97	28.42	184.52
18. Insulation labor minimum	1.00 EA	0.00	127.71	12.55	25.54	165.80
Totals: Labor Minimums Applied				42.92	87.36	567.13
Line Item Totals: CITY_LV_SUPPLEMENT				3,230.02	6,574.78	42,678.52

Grand Total Areas:

1,057.33 SF Walls	271.38 SF Ceiling	1,328.72 SF Walls and Ceiling
271.38 SF Floor	30.15 SY Flooring	132.17 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	132.17 LF Ceil. Perimeter
271.38 Floor Area	305.85 Total Area	1,057.33 Interior Wall Area
654.00 Exterior Wall Area	72.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



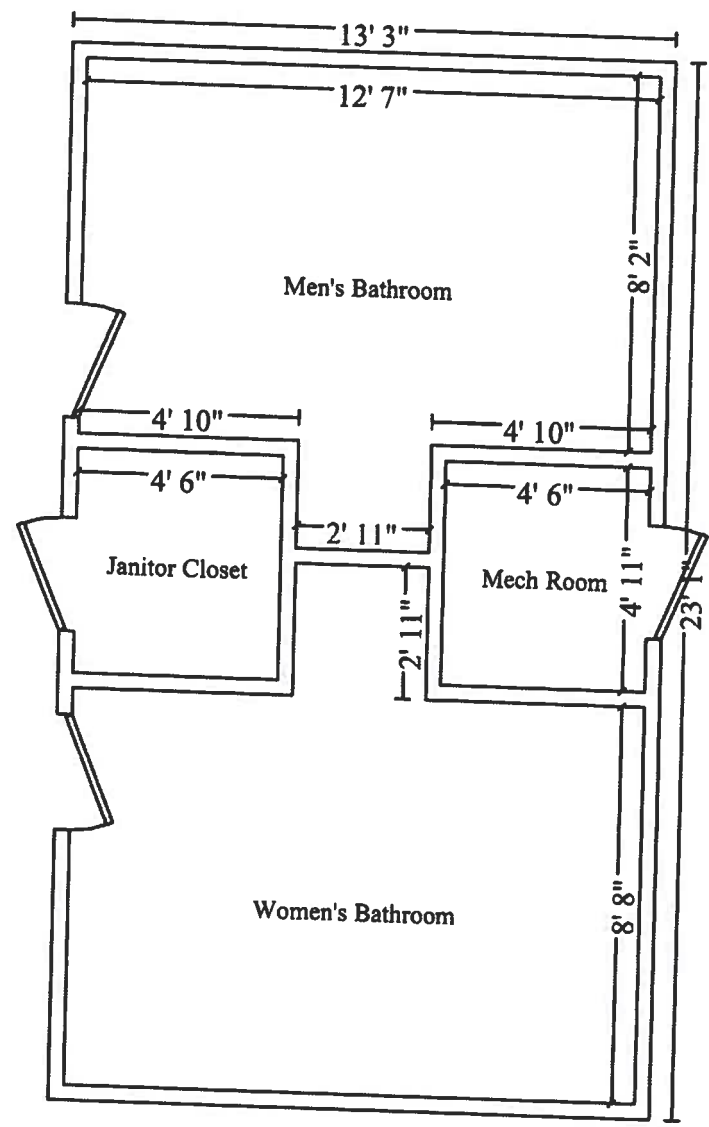
AGM KONSTRUCTION & ENVIRONMENTAL SERVICES

1570 Pacheco Street Suite E6
Santa Fe NM 87505

Summary

Line Item Total	
Overhead	32,873.72
Profit	3,287.39
Sales Tax	3,287.39
	3,230.02
Replacement Cost Value	
Net Claim	\$42,678.52
	\$42,678.52

Lawrence Vigil
Estimator





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

Meeting Date: August 12, 2024

Date Submitted: 8/6/24

Department: Executive

Item/Topic: Request approval for Out of State Travel for Tim Montgomery, City Manager, to attend the 2024 ICMA Annual Conference in Pittsburgh Allegheny County, Pennsylvania (September 21, 25, 2024). Travel will occur September 20 and 26th.

Fiscal Impact: None

Attachments: Estimated cost of whole trip (Out of State Travel Authorization), full schedule-ICMA Conference, Hotel Information, Etc.

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 OUT OF STATE TRAVEL AUTHORIZATION

No. _____

1. NAME, HOME ADDRESS & ZIP CODE WORK PHONE NO. <i>Tim Montgomery</i>	2. DEPARTMENT NAME & NO. <i>Executive</i>	3. <input checked="" type="checkbox"/> CONFERENCE _____ SCHOOL _____ OTHER _____	4. DESTINATION <i>Pittsburgh, PA</i>
5. DEPARTURE DATE & HOUR <i>9/20/2024 5:00 AM</i>	6. RETURN DATE & HOUR <i>9/26/2024 11:00 P.M</i>	7. TOTAL DAYS/HOURS <i>6 days</i>	8. WHERE CAN YOU BE REACHED?
9. NAME OF SCHOOL CONFERENCE OF OTHER <i>2024 ICMA Annual Conference</i>	10. MEETING DATES <i>Sept. 21-25, 2024</i>	11. ARE OUTSIDE FUNDS BEING CONTRIBUTED TOWARD THE TRIP? ____ YES <input checked="" type="checkbox"/> NO PROVIDE DETAILS.	12. TYPE OF REQUEST <input checked="" type="checkbox"/> ACTUAL _____ PER DIEM

13. _____ CITY VEHICLE NO. _____ PRIVATE VEHICLE _____ PUBLIC CONVEYANCE _____
(PLANE, TRAIN, ETC.)

14. PER DIEM _____ X _____ = _____ DAYS/HOURS RATE/DAY TOTAL	15. MILEAGE _____ X _____ = _____ DISTANCE RATE / MILE TOTAL
---	---

ESTIMATED COST OF TRIP	LINE ITEM	SPECIAL INSTRUCTIONS
TRAVEL \$ <u>910</u>	<u>Airline Ticket (round trip)</u>	
REGISTRATION \$ <u>810</u>	<u>ICMA Member Registration</u>	
*HOTEL \$ <u>2,100</u>	<u>\$309 + Tax for 6 nights (conference rate)</u>	
*PERDIEM \$ <u>N/A</u>	<u>N/A</u>	
*MEALS \$ <u>354</u>	<u>Estimated meals @ \$59.00 per day</u>	
*OTHER \$ <u>250</u>	<u>Airport parking fees, taxi-shuttle service</u>	
TOTAL \$ <u>4,424</u>		
TOTAL AUTHORIZED ADVANCE	<u>\$ 481.00</u>	

*ADVANCE SHALL NOT EXCEED 80% OF THESE COSTS

I AUTHORIZE THE CITY OF LAS VEGAS TO DEDUCT FROM MY BI-WEEKLY PAY CHECK THE AMOUNT OF ADVANCE INDICATED ABOVE + \$15.00 PENALTY IS ALL TRAVEL DOCUMENTS ARE NOT PROPERLY FILED IN ACCOUNTS PAYABLE 5 WORKING DAYS AFTER THIS TRIP IN CONCLUDED.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

EMPLOYEE SIGNATURE DATE SOCIAL SECURITY NUMBER

APPROVED: _____ MAYOR & COUNCIL MEETING DATE	FOR ACCOUNTING ONLY _____ _____ _____ _____
APPROVED: _____ AUTHORIZED SIGNATURE DATE	

APPROVED: _____ REVIEWED FOR COMPLETENESS: _____

CITY MANAGER DATE FINANCE DIRECTOR DATE

REASON FOR REQUEST OF ACTUAL EXPENSE REIMBURSEMENT: _____

CITY MANAGER APPROVAL REQUIRED FOR ADVANCE ON ACUTAL-----APPROVED () NOT APPROVED () _____
CITY MANAGER SIGNATURE

DISTRIBUTION OF COPIES: FINANCE DEPARTMENT-WHITE; CITY MANAGER DEPARTMENT-GREEN; YELLOW VOUCHER SUBMITTED WITH REIMBURSEMENT VOUCHER; TRAVELER-PINK; DEPARTMENT-GOLDENROD.

ATTACH COPIES OF BROCHURES AND ANY OTHER INFORMATION REGARDING REASON FOR TRAVEL.

DOWNTOWN PITTSBURGH HOTELS

- 1 Westin Convention Center, Pittsburgh \$235
- 2 Courtyard by Marriott Pittsburgh Downtown \$229
- 3 Drury Plaza Hotel Pittsburgh Downtown \$189
- 4 AC Hotel Pittsburgh Downtown \$195
- 5 Kimpton Hotel Monaco Pittsburgh \$209
- 6 Embassy Suites by Hilton Pittsburgh Downtown \$215
- 7 Renaissance Pittsburgh Hotel \$215
- 8 Omni William Penn Hotel \$229
- 9 DoubleTree by Hilton Hotel & Suites Pittsburgh Downtown \$194
- 10 Fairmont Pittsburgh \$309
- 11 EVEN Hotel Downtown \$189
- 12 Pittsburgh Marriott City Center \$195
- 13 Wyndham Grand Pittsburgh Downtown \$199
- 14 Cambria Hotel Pittsburgh Downtown \$169



**2024 ANNUAL
ICMA CONFERENCE**

SEPTEMBER 21-25 | PITTSBURGH, PENNSYLVANIA

SURROUNDING ICMA HOTELS

- DoubleTree by Hilton Pittsburgh Green Tree \$205
- Sheraton Pittsburgh Airport Hotel \$184

VISIT PITTSBURGH

ICMA has made every effort to secure discounted rates at a variety of hotels in close proximity to the conference. However, hotels are selling out and availability of the discounted ICMA hotel rooms is now limited. Below is an overview of the hotels, rates and distance from DLCC. When you log in to your account to register and make your hotel reservation, you will see the up-to-the-minute availability as well as additional options for reserving a hotel room for your stay in Pittsburgh.

Map Marker	Hotel	ICMA Room Rate	Distance from DLCC
1	Westin Convention Center	\$235	Connected
2	Courtyard by Marriott	\$229	1 block
3	Drury Plaza Hotel	\$189	1 block
4	AC Hotel	\$195 [†] , \$239 [‡]	2 blocks
5	Kimpton Hotel Monaco	\$209	3 blocks
6	Embassy Suites by Hilton	\$215	4 blocks
7	Renaissance Pittsburgh Hotel*	\$215	4 blocks
8	Omni William Penn Hotel	\$229	4 blocks
9	DoubleTree by Hilton Hotel & Suites*	\$194	4 blocks
10	Fairmont Pittsburgh*	\$309	5 blocks
11	EVEN Hotel PB Downtown*	\$189	6 blocks
12	Pittsburgh Marriott City Center*	\$195	6 blocks
13	Wyndham Pittsburgh Grand*	\$199	7 blocks
14	Cambria Hotel Pittsburgh – Downtown*	\$169	8 blocks
15	DoubleTree by Hilton Hotel Pittsburgh – Green Tree*	\$205	4.6 miles or 9 minutes
16	Sheraton Pittsburgh Airport Hotel*	\$184	15.7 miles or 20 minutes

*indicates shuttle service, [†] indicates price for limited inventory, [‡] indicates price after limited inventory is sold out

ICMA Shuttle Service

Hotels in walking distance to DLCC

Hotels not in walking distance to DLCC

The following hotels are within walking distance to the David L. Lawrence Convention Center (DLCC):

ICMA will provide shuttle service every 20-30 minutes between the following hotels and the David L. Lawrence Convention Center (DLCC):

- AC Hotel Pittsburgh Downtown
- Courtyard Pittsburgh Downtown
- Drury Plaza
- Embassy Suites Pittsburgh Downtown
- Kimpton Hotel Monaco Pittsburgh
- Omni William Penn Hotel
- Westin Pittsburgh

- DoubleTree by Hilton Hotel and Suites
- EVEN Hotel PB Downtown
- Fairmont Pittsburgh
- Pittsburgh Marriott City Center
- Renaissance Pittsburgh Hotel
- Wyndham Pittsburgh Grand
- Cambria Hotel Pittsburgh – Downtown
- DoubleTree by Hilton Hotel Pittsburgh – Green Tree
- Sheraton Pittsburgh Airport Hotel

Day	Times
Saturday	7:00am – 6:00pm* & Evening Reception
Sunday	6:30am – 7:00pm*

Day	Times
Monday	6:30am – 5:30pm*
Tuesday	6:30am – 6:00pm* & Evening Reception
Wednesday	7:00am – 12:00pm*

*Last bus departs from the hotels to the Convention Center one hour prior to the end of service

Travel Information
Pittsburgh International Airport (PIT)
Address: 1000 Airport Blvd, Pittsburgh, PA 15231

Pittsburgh International Airport (PIT) is located 17 miles from downtown, the David L. Lawrence Convention Center, and the ICMA contracted hotels.

ICMA does not provide shuttle services from/to the airport.

Traveling between PIT and downtown is easy with a variety of options



Pittsburgh Regional Transit (PRT)

Pittsburgh Regional Transit offers public transit service to and from Pittsburgh International Airport via the 28X Airport Flyer. View schedules »

Riders using cash to pay their transit fares must have exact change; credit cards are not accepted on vehicles. Credit cards are accepted at the ticket vending machine in Baggage Claim inside Door #2.

You can also purchase mobile tickets by using the Transit app or Ready2Ride application on iOS or Android devices. Learn more about mobile ticketing »

For more information, visit www.rideprt.org or contact customer service at 412-442-2000.

[View more information](#)



Rideshare & Taxis

Average fare from the airport to Downtown is \$40+. zTrip (silver taxis) do not surge charge. Uber and Lyft are available as well. Upon arrival at the airport, proceed to the landside terminal, lower level, exit through the “commercial” doors, and proceed to the taxi stand area on the curb where cabs will be waiting. It is always recommended that you confirm costs with your driver prior to your trip to avoid any confusion when you arrive at your destination.



Rental Car

Car rental companies (located at the airport) are located on the baggage claim level of the Landside Terminal. Rental car pick-up and return areas are located on the lower-level of the parking garage.

Alamo 800-397-9633

Avis 412-472-5200

Budget 800-527-0700

Dollar 800-800-4000

Enterprise 412-472-3490

Hertz 800-654-3131

National 412-472-5045

For a nominal fee, the Traveler’s Aid Society, also located on the baggage claim level of the Landside Terminal, offers a car seat loan program for passengers arriving at the airport with an infant or child.

Tips for Getting Around Town

Public Transportation

Taxi Service

Parking
Bicycling



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Starting June 12, 2024 and ending September 25, 2024, the JOIN, GO AND SAVE offer allows new ICMA members to maximize their savings with 50% off a first-year membership fee* and attend the ICMA Annual Conference at the member rate.

Save 50%

on a first-year membership fee to join
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Offer ends September 25, 2024. Not valid for
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Please contact membership@icma.org with
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Attend the Annual Conference at the ICMA Member Rate!

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How to Join, Go, and Save!

Step 1

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JOIN ICMA

Step 2

Enter promo code:

CONF24

(case sensitive)

during the join process for a
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Step 3

After joining, you will
receive a confirmation
email with the link to
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You must enter the code **CONF24** in the discount box at checkout to receive the special rate. This special offer is contingent upon your registration for the 2024 ICMA Annual Conference, otherwise you will be invoiced for the remaining dues balance.

Benefits of Becoming a Member of ICMA



Discounts on ICMA Products

Members get discounts on conferences, professional development courses, leadership programs, and more.



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Receive unlimited 1-on-1 coaching with ICMA CoachConnect



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Becoming an ICMA Member gives you access to dozens of [membership benefits](#) throughout the year and you'll join a community of like-minded professionals at the ICMA Annual Conference, where there is a wide range of opportunities for you to engage with the people who "speak your language" and face the same challenges day-to-day that you do.

ICMA membership is the professional community you need for the community that needs you. The ICMA Conference is the most visible platform for understanding the value of ICMA, but your annual membership offers ongoing learning and networking opportunities that benefit your career, your community, and the local government management profession.

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Benefits of Attending the ICMA Annual Conference

Inspirational keynote speakers with diverse backgrounds and expertise

New tools and techniques presented by experts in the local government management profession

Networking opportunities with local government professionals from around the world

Join, Go, and Save! Special Discount for New Members Only

During the event, you will experience the best of ICMA— learn new skills, explore new products and services, and connect with people who will enhance your career. The conference is an exceptional value for members and nonmembers alike.

We hope you Join us in for a one-of-a-kind networking and learning opportunity that thousands of local government managers consistently rate as an exceptional professional development experience not to be missed!

LEARN MORE

ABOUT ICMA

ICMA’s vision is to be the leading association of local government professionals dedicated to creating and supporting thriving communities throughout the world. [Read More]

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Friday, September 20

08:00am to 5:00pm **Assistant Chief Administrative Officer (ACAO) Exchange**

09:30am to 5:00pm **ELGL Analyst Academy (Invitation Only)**

5:30pm to 6:30pm **Assistant Chief Administrative Officer (ACAO) Reception (Invitation Only)**

Saturday, September 21

07:00am to 5:00pm **Registration Hours**

07:00am to 5:00pm **ICMA Partners' Lounge**

07:00am to 5:00pm **First-time Attendee Lounge**

07:00am to 5:00pm **The Burgh Attendee Lounge**

07:30am to 08:30am **Friends of Bill W**

08:00am to 12:00pm **Strategic Conflict Management (Micro-Certification Course)**

08:00am to 12:00pm **Yellow Belt 1 (Micro-Certification Course)**

08:00am to 12:00pm **Sustainovation: Building Sustainable Innovation One Creative Idea at a Time (Micro-Certification Course)**

08:00am to 12:00pm **How to Make Trust an Organizational Foundation (Micro-Certification Course)**

08:00am to 12:00pm **Delivering Great Results from Your Vision and Strategic Plan (Micro-Certification Course)**

08:00am to 12:00pm **Building High-performing Board-Manager Relations (Micro-Certification Course)**

08:00am to 1:00pm **LGMF Orientation (Invitation Only)**

08:00am to 4:00pm **Hugo Wall School Information Table**

08:00am to 5:00pm **Maxwell School of Citizenship and Public Affairs Information Table**



08:00am to 5:00pm **Meditation Room**

08:00am to 5:00pm **KU School of Public Affairs and Administration/Public Management Center Table**

08:30am to 4:00pm **Leadership Institute on Race, Equity, and Inclusion (Invitation Only)**

09:00am to 10:00am **Art of Assistant Leadership: Are You “Ready” or Are You “Willing”? Taking the Leap to the Top Spot**

10:00am to 5:00pm **Visit Pittsburgh Desk**

10:15am to 11:15am **Art of Assistant Leadership: It’s Good to Be Number 2; Sharpening Your Skills and Filling Your Bucket as a Career A CAO**

10:15am to 11:15am **Empowering the Public to Engage, Collaborate, and Develop a Community Action Plan**

10:15am to 11:15am **Coloring Outside the Lines: A Collaborative Regional Response Against Graffiti**

10:15am to 11:15am **Data Science for Social Good: Using Data to Implement a Proactive Response to Community Needs**

10:15am to 11:15am **Emotional Intelligence (EQ) in Government—It Is Possible!**

10:15am to 11:15am **A Leadership Legacy for Public Service: The City of Savannah's Leadership Development and Succession Programs**

11:30am to 12:30pm **Art of Assistant Leadership: The Roadmap to Success for the First-time A CAO**

11:30am to 2:30pm **ICMA Welcome Ambassador Table**

12:00pm to 2:00pm **Moving the Needle: Economic Mobility Strategies for Next Gen Leaders Luncheon**

12:00pm to 5:00pm **NIU Department of Public Administration Alumni Table**

12:30pm to 4:00pm **Sustainable Placemaking for Small Town Renewal: From a Former Steel Town to the First American Ecodistrict**

12:45pm to 1:45pm **Art of Assistant Leadership: You're Not Alone in the Crazy; Navigating Silly Season as an ACAO**

12:45pm to 1:45pm **Transitioning to Academia**

12:45pm to 1:45pm **Workforce Housing: If You Build It, They Will Come**

12:45pm to 1:45pm **Collaborating with Community Partners to Reduce Chronic Littering, Support Workforce Development, and Address Housing Needs**

12:45pm to 1:45pm **Weld County's Strategic Plan: From Paper to Progress the Do's and Don'ts of a Successful Implementation**

12:45pm to 1:45pm **Helping Your New Board Get off to a Good Start: Best Practices**

12:45pm to 1:45pm **Leading from Any Seat**

12:45pm to 1:45pm **Employee Well-being: Thinking Beyond Physical and Mental Health**

1:00pm to 5:00pm **Governance Task Force Meeting (Invitation Only)**

1:00pm to 5:00pm **5K Registration Packet Pickup**

1:00pm to 5:00pm **Leading Democratically: Fostering Management Innovation, Advancing Public Trust, and Building Resilient Communities (Micro-Certification Course)**

1:00pm to 5:00pm **Leader as Coach: Inspire Your Team to Exceed Expectations (Micro-Certification Course)**

1:00pm to 5:00pm **Politics and Administration: Bridging the Gap (Micro-Certification Course)**

1:00pm to 5:00pm **Looking Beyond Now! Strategic Scanning Techniques (Micro-Certification Course)**

1:00pm to 5:00pm **Survive and Thrive with Political Acumen and Diplomatic Intelligence (Micro-Certification Course)**

1:00pm to 5:00pm **Yellow Belt 2 (Micro-Certification Course)**

1:30pm to 4:00pm **The Manager's Role in Community Leadership - Year 2**

2:00pm to 3:00pm **Youth Empowerment: Leading the Way in Local Government Engagement**

2:00pm to 3:00pm **Networking for Introverts**

2:00pm to 3:00pm **Capital Infrastructure Needs: Strategies to Engage, Prioritize, and Implement**

2:00pm to 3:00pm **City and County Strategies to Promote Housing Stability Through Economic Mobility**

2:00pm to 3:00pm

ICMA Veterans Present Building a Dynamic, Cost-Effective Veteran Hiring Approach Through the DoD Skillbridge Program

2:00pm to 3:00pm

Tibetan Settlements in India: Can They Thrive as Exclaves or Do They Need Integration with the Local Indian Settlements?

2:00pm to 3:00pm

Resilience, Employee Wellness, and the Role of Spirituality as Ways to Flourish in the Workplace

2:00pm to 3:00pm

Transformation of a Parks and Leisure Department into an Award-winning, Industry-leading Operation Within the United Kingdom

2:00pm to 4:00pm

Policy Proposal Summit: Tackling Wicked Problems in Local Government

2:00pm to 5:00pm

Hampton Township WWTP Upgrades

3:00pm to 4:00pm

NACA Executive Board Meeting (Invitation Only)

3:15pm to 4:15pm

Breaking into Local Government: ICMA's Guide to Starting a Career in Public Service

3:15pm to 4:15pm

On the Road with Future Leaders. . . Transforming Internal Leadership Academies

3:15pm to 4:15pm

Intentional Communication

3:15pm to 4:15pm

Establishing, Operating, and Using a Tool Library for Municipal Initiatives

3:15pm to 4:15pm

How Effective Local Government and Police Leadership Relations Enhance Public Safety Strategies

3:15pm to 4:15pm

Empowering Youth: Integrating Mental Health and Leadership for Community Well-being

3:15pm to 4:15pm

When You Think the Crisis Is Over . . It Actually Has Just Begun

3:15pm to 4:15pm

Co-constructing Public Service Leadership with a Follower-focused Mindset

4:00pm to 5:30pm

Student Chapter Meeting and Reception

6:30pm to 9:00pm

ICMA Opening Party

Sunday, September 22

06:45am to 07:45am

5K Registration Packet Pickup

06:45am to 1:30pm

First-time Attendee Lounge

06:45am to 1:30pm

ICMA Partners' Lounge

06:45am to 1:30pm

Visit Tampa Booth

06:45am to 1:30pm

The Burgh Attendee Lounge

06:45am to 5:00pm

Registration Hours

07:30am to 08:30am

Friends of Bill W

07:30am to 08:30am

Community Leaders in Christ

07:45am to 10:15am **Governmental Affairs and Policy Committee Meeting**

08:00am to 09:00am **Southeast Regional Meeting**

08:00am to 09:00am **Northeast Regional Meeting**

08:00am to 09:00am **Mountain Plains Regional Meeting**

08:00am to 09:00am **West Coast Regional Meeting**

08:00am to 09:00am **Midwest Regional Meeting**

08:00am to 09:15am **Graduate Education Committee Meeting**

08:00am to 10:00am **City/County Management Senior Fellowship Program (CMSFP) Site Visit Outbriefs**

08:00am to 10:30am **Fishing Event**

08:00am to 10:30am **Group Kayak Adventure**

08:00am to 10:30am **ICMA Pickleball Tournament**

08:00am to 10:30am **ICMA World Cup Soccer**

08:00am to 11:00am **5K Run/Walk**

08:00am to 11:30am **Global Engagement Committee Meeting**



08:00am to 12:00pm **AI: Developing a Plan, Culture, and Purpose for Your Government Enterprise (Micro-Certification Course)**

08:00am to 12:00pm **Strategic Planning Performance Assessment: Unleash Your Municipality's Potential for Strategic Execution (Micro-Certification Course)**

08:00am to 12:00pm **Tackling Wicked Problems: Building Capacity for Deliberative Engagement (Micro-Certification Course)**

08:00am to 12:00pm **Trust in Local Government: Steps for Strengthening Resident Confidence in Community Leadership (Micro-Certification Course)**

08:00am to 12:00pm **Public Engagement for Solving Stubborn City Problems (Micro-Certification Course)**

08:00am to 4:00pm **Hugo Wall School Information Table**

08:00am to 5:00pm **Maxwell School of Citizenship and Public Affairs Information Table**

08:00am to 5:00pm **Meditation Room**

08:00am to 5:00pm **KU School of Public Affairs and Administration/public Management Center Table**

08:30am to 10:30am **2nd Year KU MPA City/County Management Fellows Seminar (Invitation Only)**

08:30am to 4:00pm **Arizona State University School of Public Affairs Alumni Table**

09:00am to 1:00pm **Headshot Lounge**

09:00am to 4:00pm **NIU Department of Public Administration Alumni Table**

09:15am to 10:15am **Sustainable PA: Planning and Prioritizing Projects Through Sustainability Assessments**

09:15am to 10:15am **Youth Voices in Your Community**

09:15am to 10:15am **SheLeadsGov Committee Meeting (Invitation Only)**

09:15am to 10:15am **Real Talk: Doing the Work of DEI**

09:15am to 10:15am **The Future of Main Streets**

09:15am to 10:15am **Creating Vibrancy in Your Community: The Value of Public Art**

09:15am to 10:15am **Extreme Makeover: City Edition**

09:15am to 10:15am **Partnering with University-based Public Service Units Can Develop Leaders and Equip Your Team for the Future**

09:15am to 10:15am **Embracing Artificial Intelligence in Your Jurisdiction**

09:15am to 10:15am **Inclusive by Design: Adapting to the Expanding Scope of Accessibility Standards**

09:15am to 10:15am **Using Podcasts to Promote Public Engagement**

09:15am to 10:15am **Culture Wars Come Home: When Local Government Decision-making Becomes a Platform for Culture Wars and How to Work Through It**

09:15am to 10:15am **There Is a Better Way: The Human Animal Support Services (HASS) Model and Community Supported Sheltering**

09:15am to 10:15am **Public Sector...Motivated! Creating a Human-centered, Change-positive, Ownership-mindset Organizational Powerhouse**

09:15am to 10:15am **Achieving Council-Manager Zen Through Teamwork!**

09:15am to 10:15am **So Much More Than the Strip: Southern Nevada Goes All-in on Interlocal Climate Collaboration**

09:15am to 10:30am **Senior Advisor Meeting (Invitation Only)**

09:35am to 10:05am **Academic Symposium: How Can Managers Help Build Respect Among Board Members? Improving Group Dynamics Through Individual and Group Level Interventions**

10:00am to 11:00am **Smart Communities Committee Meeting**

10:00am to 12:00pm **BYU Alumni and Friends Meeting**

10:00am to 12:30pm **Building Green: Creating a Sustainable Net Zero Energy Municipal Building**

10:00am to 5:00pm **Visit Pittsburgh Desk**

10:10am to 10:40am **Academic Symposium: Finding the Right Approach to Implementing Strategic Plans and Initiatives**

10:30am to 11:15am **Welcome Ambassadors Committee Meeting**

10:30am to 11:30am **Student Loans and Employee Stress**

10:30am to 11:30am **Technology and the Mind-Body Connection**

10:30am to 11:30am **Advance Your Career with ICMA's Professional Development and Credentialing Programs**

10:30am to 11:30am **Engagement in the Digital Age: Leveraging Social Listening and Analytics for Enhanced Community Engagement**

10:30am to 11:30am **Creating Emotionally Intelligent Organizations**

10:30am to 11:30am **Blueprints of Tomorrow: Strategic Planning with Data Insights**

10:30am to 11:30am **Rethinking Budgeting: How You Can Adapt Your Budget to Today's Challenges and Opportunities**

10:30am to 11:30am **The Next Big Things: 10 Trends for the Next 10 Years**

10:30am to 11:30am **How We Used COVID as a Catalyst to Redefine Our Downtown**

10:30am to 11:30am **Revolutionizing Crisis Response: The Impact of Co-responder Units on Community Well-being and Law Enforcement Efficiency**

10:30am to 11:30am **The Strategic Culture: Developing a Healthy City Work Culture that Creates Success**

10:30am to 11:30am **Wellness and Resiliency: Investing in Your Employees**

10:30am to 11:45am **Cal-ICMA Board Meeting (Open to All ICMA California Members)**

- | | |
|--------------------|---|
| 10:45am to 11:15am | Academic Symposium: A Capacity Building Pilot to Improve Capital Planning and Infrastructure Investment: Lessons and Insights |
| 11:00am to 12:30pm | Speed Coaching |
| 11:20am to 11:50am | Academic Symposium: The Role of Trusted News Organizations in Supporting Citizen Engagement and Transparency in Local Government |
| 11:30am to 1:00pm | ICMA Welcome Ambassador Table |
| 11:30am to 3:00pm | Headshot Lounge |
| 11:45am to 12:45pm | Social Media and the Evolution of City Communications |
| 11:45am to 12:45pm | SheLeadsGov Network Huddle |
| 11:45am to 12:45pm | It's Not If, but When: Critical Incident and Mass Shooting Preparedness for City Managers |
| 11:45am to 12:45pm | The Returnship: An Innovative Internship Program for those Returning to the Workforce |
| 11:45am to 12:45pm | Building the Bench: Strategies for Recruiting and Retaining Emerging Leaders for Large and Small Communities |
| 11:45am to 12:45pm | Harnessing the Strengths of Your Local Economy: Integrated Planning and Strategic Action in Albemarle County, Virginia |
| 11:45am to 12:45pm | Engaging Youth in Local Government Decision-Making |

11:45am to 12:45pm

Tamarac's I.M.P.A.C.T Campaign: Empowering Citizens Through Technology to Improve Service Delivery

11:45am to 12:45pm

Innovative Employee Benefits for Small Local Governments

11:45am to 12:45pm

Decade of Success: Exploring the Safe CR Program's Impact on the Community

11:45am to 12:45pm

Beyond the Transition: Overcoming Self-doubt Through Personal Resilience

11:45am to 12:45pm

Your ENTIRE City Is on FIRE! What Do You Do Next? What Should You Have Done Yesterday?

11:45am to 1:15pm

Equity and Inclusion Leaders' Luncheon (Additional Fee Applies)

11:55am to 12:25pm

Academic Symposium: Women in Local Government Leadership-Examining Lived Experiences

12:15pm to 1:00pm

First-time Attendee Meet and Greet Session

12:30pm to 1:00pm

Academic Symposium: Boolean Trust in Levels of Government: The Case of Household Emergency Preparedness

1:30pm to 3:30pm

Opening General Session

3:30pm to 6:30pm

Exhibit Hall Hours

3:30pm to 6:30pm

Relaxation Lounge

3:30pm to 6:30pm

Headshot Lounge

3:30pm to 6:30pm **Puppy Park**

3:30pm to 6:30pm **Exhibit Hall Grand Opening Reception**

4:15pm to 4:45pm **Socially Responsible Purchasing: Challenges and Opportunities**

5:00pm to 5:30pm **Never Leave a Resident on Hold: AI Phone for 311 and Front Desk**

5:30pm to 6:00pm **Establishing a Level of Service in an On-demand World**

6:30pm to 8:30pm **NACA County Administrator Reception (Invitation Only)**

6:30pm to 8:30pm **Nevada City/County Management Association Mixer**

6:30pm to 8:30pm **I-NAPA Mixer**

6:30pm to 9:00pm **KUCIMAT Annual Awards Banquet (Invitation Only)**

6:45pm to 9:00pm **Pittsburgh Networking Power Hour**

7:00pm to 9:30pm **Local Government Hispanic Network (LGHN) Annual Dinner/Reception**

9:00pm to 11:00pm **Global Reception**

Monday, September 23

07:00am to 5:00pm **Registration Hours**

07:00am to 5:00pm **Visit Tampa Booth**

07:00am to 5:00pm **ICMA Partners' Lounge**

07:00am to 5:00pm **First-time Attendee Lounge**

07:00am to 5:00pm **The Burgh Attendee Lounge**

07:30am to 08:30am **Friends of Bill W**

07:30am to 08:30am **Community Leaders in Christ**

07:30am to 09:00am **Partners' Program Brunch and Speaker Session**

07:45am to 09:45am **What the Data Don't Show: Surfacing and Addressing Below the Radar Barriers Facing Your Residents (Free Workshop)**

08:00am to 09:15am **MIT Meeting (Invitation Only)**

08:00am to 09:30am **Equity Partners Meeting (Invitation Only)**

08:00am to 10:00am **A Quick CAB Ride: Credentialing Bootcamp**

08:00am to 4:00pm **Hugo Wall School Information Table**

08:00am to 5:00pm **Maxwell School of Citizenship and Public Affairs Information Table**

08:00am to 5:00pm **Meditation Room**

08:00am to 5:00pm

KU School of Public Affairs and Administration/public Management Center Table

08:30am to 09:30am

Who Will Lead? Identifying, Inspiring, and Supporting the Next Generation of Police Leaders

08:30am to 09:30am

Corralling Federal Resources to Revitalize Brownfield Properties

08:30am to 09:30am

Future of Professional Management Donor Breakfast (Invitation Only)

08:30am to 09:30am

The Secret Ingredients to Employee Retention and Wellness in Local Government

08:30am to 09:30am

The Code of Ethics Turns 100! The Executive Board's Committee on Professional Conduct Celebrates this Milestone

08:30am to 09:30am

Student Debt Forgiveness Update for Public Sector Employees

08:30am to 09:30am

Tackling Workforce Challenges in South African Local Governments

08:30am to 09:30am

Trust Matters: How Data and Engagement Can Strengthen Local Government

08:30am to 09:30am

How AI Can Reduce Community Extremism and Boost Civic Engagement

08:30am to 09:30am

Effective Mental Wellness Practices for the Workforce (BHAP)

08:30am to 09:30am

The Economic, Social, and Historic Importance of Civil-Military Relations to Communities that Host Military Installations

08:30am to 09:30am **“She Lacks Experience...” Mean Editorials, Tough Conversations, and Finding Our Stride: Life as a Female Manager**

08:30am to 09:30am **Right-Sizing Best Practices for Public Safety and Racial Justice**

08:30am to 09:30am **Climbing the Lattice: Paths to Growth and Nontraditional Experience**

08:30am to 09:30am **Local Government Engagement with Our First Nations People : An International Perspective from Australia, New Zealand and Canada**

08:30am to 09:30am **A True Win/Win: How Goodyear's Community Response Team Is Serving the Community and Saving Other Public Safety Resources**

08:30am to 09:30am **Rethinking the Design of Capital Improvement Projects**

08:30am to 09:30am **Digital Wellness: Seize the Day Over Seizing Your Phone**

08:30am to 09:30am **A City-County Partnership to Address Homelessness**

08:30am to 10:30am **2nd Year KU MPA City/County Management Fellows Seminar (Invitation Only)**

08:30am to 4:00pm **Arizona State University School of Public Affairs Alumni Table**

09:00am to 4:00pm **NIU Department of Public Administration Alumni Table**

10:00am to 11:30am **General Session**

10:00am to 5:00pm **Visit Pittsburgh Desk**

11:30am to 1:30pm **Lunch in the Exhibit Hall**

11:30am to 4:00pm **Exhibit Hall Hours**

11:30am to 4:00pm **Relaxation Lounge**

11:30am to 4:00pm **Headshot Lounge**

11:45am to 1:15pm **SheLeadsGov Luncheon - Paying It Forward: Cultivating Tomorrow's Leaders in Local Government (Additional Fee Applies)**

11:45am to 5:00pm **Revive and Fly: New Innovations at Pittsburgh International Airport**

12:00pm to 12:30pm **Ironic Innovation: Leveraging AI to Maximize Human Potential**

12:00pm to 5:00pm **Pittsburgh Tech Ecosystem Tour**

12:45pm to 1:15pm **Placemaking Master Plans: How City/County Managers Can Lead Transformative Placemaking Efforts on Behalf of Their Community**

12:45pm to 2:45pm **Partnering for Growth: The Managers' Role in Economic Development**

12:45pm to 2:45pm **Leading Through Complexity: Leadership Styles and Coaching as Tools for Public Sector Leaders in a Changing World**

1:00pm to 2:00pm **Future Host Committee Meeting**

1:00pm to 2:00pm **ICMA Sustainable Communities Committee (Invitation Only)**

1:00pm to 2:00pm **A Fresh Approach to Providing Services to Veterans and Their Families**

1:00pm to 2:30pm **Partners' Program Service Project - Trying Together: Developmentally Appropriate Parenting**

1:00pm to 3:00pm **County Administrators' Idea Exchange**

1:00pm to 4:00pm **Puppy Park**

1:30pm to 2:00pm **Achieve Your Goals with an Organizational Assessment**

1:30pm to 2:30pm **Building Strong and Resilient Cities in the United States in Times of Global Crisis from the Bottom Up**

1:30pm to 2:30pm **Financial Planning for Your Future: How to Set and Achieve Your Goals – and Align Your Values to Them.**

1:30pm to 2:30pm **Post-career (Encore) Opportunities to Guide the Next Generation**

1:30pm to 2:30pm **Is AI the Answer to Data-driven Outcomes in Local Government?**

1:30pm to 2:30pm **Riding Washington's Waves: A Playbook for Securing Federal Funding in an Election Year and Beyond**

1:30pm to 2:30pm **Eldon Fields Colloquium: Restoring Trust in Democracy Through Narrative Leadership: The Critical Role of City/County Managers**

1:30pm to 2:30pm **Join the EVolution: Conversion of Environmental Services Collection to Electric Vehicles Is Happening Now!**



1:30pm to 2:30pm

From Pawnee to Practicality: A Parks & Rec Inspired Roundtable on City Management

1:30pm to 2:30pm

Firstnet: Using Technology to Support Public Safety Operations

1:30pm to 2:30pm

Culture Eats Strategy for Lunch

1:30pm to 2:30pm

When #2's Move Up: A Ten-Year Reflection

1:30pm to 2:30pm

Visualizing Success: New Ways to Show the Impact of Diversity, Equity, and Inclusion

1:30pm to 2:30pm

Leading Through Conflict...When You Hate Conflict

1:30pm to 2:30pm

Ancient Wisdom for Resilience: Mindfulness and Stoicism

1:30pm to 2:30pm

Transitioning Well: When to Leave and How to Leave a Legacy Doing It

1:30pm to 2:30pm

Frisco's Unique Assistant to the City Manager Program

2:15pm to 2:45pm

Empowering Local Governments: Leveraging AI for Enhanced Government Contracting Processes

2:30pm to 3:30pm

Refreshment Break in the Exhibit Hall

2:45pm to 3:45pm

Addressing Road Maintenance Challenges Using Artificial Intelligence

2:45pm to 3:45pm

"This Is Not My First Rodeo!" Strategies for Resilience During Stressful Times

2:45pm to 3:45pm **You Collected Resident Input. You Have the Data. Now What?**

2:45pm to 3:45pm **Improving the Recruitment and Retention Equation**

2:45pm to 3:45pm **National Academy of Public Administration Fellows Meeting**

2:45pm to 3:45pm **Local Leadership: Lessons from ICMA's Economic Mobility and Opportunity Cohort**

2:45pm to 3:45pm **How Small Community Leaders Can Best Leverage Resident Feedback and Participation**

2:45pm to 3:45pm **Modernizing Budgeting: A Shift to Priority Based Budgeting**

2:45pm to 3:45pm **Supporting Veteran Reintegration in the United States and Ukraine**

2:45pm to 3:45pm **Public Works Practices: Workforce Solutions; Accreditation, Certifications, and Training, and More! Programs that Lead to Local Government Collaborations and Successes**

2:45pm to 3:45pm **ACAO Committee Meeting (Invitation Only)**

2:45pm to 3:45pm **Leadership Institute on Race, Equity, and Inclusion: 2024 Fellows Capstone Reports**

2:45pm to 3:45pm **Navigating the Unthinkable: Planning for Community Services Amid a Widespread Power Outage**

2:45pm to 3:45pm **Implementing AI and Machine Learning in Government Services: Practical Approaches**

2:45pm to 3:45pm **How to Move from Vision to Reality: Nurturing a Town Center to Life Through Innovation, Engagement, and Collaboration**

2:45pm to 3:45pm **The Role of the Manager During Disasters**

2:45pm to 3:45pm **Cutting-edge Policies in Urban and Rural Communities**

2:45pm to 3:45pm **Pride vs. Prejudice: Lessons from LGBTQ+ Public Administrators**

2:45pm to 3:45pm **The Public Trust Blueprint: Utilizing Trust for Next Level Success**

2:45pm to 3:45pm **Challenges with the USPS and ZIP Codes? Join the Conversation!**

3:00pm to 3:30pm **End-to-End Payment Transaction Management for the Government Enterprise**

3:00pm to 4:30pm **I-NAPA Membership Meeting**

3:00pm to 5:00pm **Managing for the Future**

3:00pm to 5:00pm **Productive Atmospheres: Supporting Dialogue Between Community Members, Staff, and Elected Officials Through Policy and Practice**

3:00pm to 5:00pm **Mindfulness-based Practices**

3:00pm to 5:30pm **Global Good Governance Meetup**

3:30pm to 3:40pm **Passport to Prizes Drawing!**

4:00pm to 5:00pm **Piloting Energy Efficiency Initiatives Through EECBG**

4:00pm to 5:00pm

A Road Home: Homelessness Services Implementation and Partnerships from The Perspective of an Elected and Manager

4:00pm to 5:00pm

Outwit, Outplay, Outlast: Navigating Ethics Early in Your Local Government Career

4:00pm to 5:00pm

ACAO Huddle and Roundtable

4:00pm to 5:00pm

The Management/Political Divide: What It Is, How to Survive It, and SUCCEED!

4:00pm to 5:00pm

Capacity Building in Communities: Strengthening Impact Through Federal Funding

4:00pm to 5:00pm

Ask an Executive Recruiter: Navigating the Executive Search Process

4:00pm to 5:00pm

Veterans Advisory Committee Meeting

4:00pm to 5:00pm

Connecting Through Data: Transforming Community Engagement

4:00pm to 5:00pm

The Struggle for Civility: Remaining Nonpartisan in Hyperpartisan Times

4:00pm to 5:00pm

The Unintended Benefits of Innovative Public Policy: Stronger Retail Environments

4:00pm to 5:00pm

Strategic Doing: Learn How to Fast Track and Hardwire Strategic Action into Your Organizational Culture

4:00pm to 5:00pm

PFAS, Public Health, and Who Pays: Cost Recovery Q&A with Pittsburgh Water & Sewer Authority and SL Environmental Law Group

4:00pm to 5:00pm **Hot Topics in Local Government: The Xtra Hot Edition**

4:00pm to 5:00pm **How City/County Managers Can Survive (and Even Thrive) an Annual Performance Evaluation**

4:00pm to 5:00pm **Cultivating Success: A Blueprint for Launching Organizational Culture and Leadership Programs**

4:00pm to 5:00pm **Building Public Trust and Overcoming Barriers to Meaningful Community Participation**

4:00pm to 5:00pm **Preparing for Retirement from a Non-financial Perspective**

5:00pm to 7:00pm **Colorado City and County Management Association Reception (Invitation Only)**

5:00pm to 7:00pm **CivicPRIDE Building Bridges in Pittsburgh!**

5:00pm to 7:00pm **GPM Open House**

5:00pm to 8:00pm **LGHN/NFBPA/NACA/I-NAPA Annual Reception**

5:30pm to 6:30pm **Local Government Excellence Awards Reception**

5:30pm to 6:30pm **A Toast to Veterans Happy Hour**

5:30pm to 7:00pm **California Reception**

5:30pm to 7:30pm **Texas City Management Association (TCMA) State Reception**



5:30pm to 7:30pm **Ohio Welcome Reception (Invitation Only)**

6:00pm to 9:00pm **Pennsylvania Delegation Reception (Invitation Only)**

6:00pm to 9:00pm **Virginia Local Government Management Association (VLGMA)/Virginia Institute of Government (VIG) Reception, LEAD, and SEI Reception**

Tuesday, September 24

07:00am to 08:15am **NFBPA City/County Managers' Breakfast**

07:00am to 5:00pm **Registration Hours**

07:00am to 5:00pm **ICMA Partners' Lounge**

07:00am to 5:00pm **Visit Tampa Booth**

07:00am to 5:00pm **First-time Attendee Lounge**

07:00am to 5:00pm **The Burgh Attendee Lounge**

07:30am to 08:30am **LEAD/SEI Reunion Breakfast**

07:30am to 08:30am **Friends of Bill W**

07:30am to 08:30am **Community Leaders in Christ**

07:45am to 09:45am **A Healthy Workplace Culture Is the Secret Sauce to Success**

08:00am to 4:00pm **Hugo Wall School Information Table**

08:00am to 5:00pm **Maxwell School of Citizenship and Public Affairs Information Table**

08:00am to 5:00pm **Meditation Room**

08:00am to 5:00pm **KU School of Public Affairs and Administration/public Management Center Table**

08:30am to 09:30am **Empowering Women in City Management: Strategies for Successful Employment Contract Negotiations**

08:30am to 09:30am **AI Could Transform Local Government Operations: Are You Ready to Take Advantage of It?**

08:30am to 09:30am **Influence of Sport Development and Active Ways of Spending Free Time on a Healthy Running Municipality**

08:30am to 09:30am **Regions Lead! Think Regionally to Successfully Tackle Local Housing Challenges**

08:30am to 09:30am **Utilizing Solar Energy to Increase Stability of Municipal Utility Costs**

08:30am to 09:30am **Cracking Down: FBI's Take on Local Government Corruption**

08:30am to 09:30am **The Art of Analysis: Excel-erating Your Career as an Analyst**

08:30am to 09:30am **LGMF Session: Workplace Dynamics (Invitation Only)**

08:30am to 09:30am **Leadership in the Shifting Sands**

08:30am to 09:30am **Wise and Wonderful: Building Stronger Communities Through Our Aging Population**

08:30am to 09:30am **Getting the Inside Scoop on Attending Harvard's Senior Executive Program**

08:30am to 09:30am **Fiscal Well-being: Financial Practices and Fraud Prevention for First-time Administrators**

08:30am to 09:30am **Local Government 2030: How to Create a Resilient Workforce**

08:30am to 09:30am **We Have Performance Measures, Now What: Navigating the What Works Cities Certification for <50K Communities**

08:30am to 09:30am **Creating a Culture of Social Well-being**

08:30am to 09:30am **What to Expect When Your City Manager Departs Unexpectedly**

08:30am to 09:30am **We Have to Stop Meeting Like This! How Cities Are Transforming Official Public Meetings**

08:30am to 09:30am **Help!
Protecting the Lives of People with Disabilities**

08:30am to 09:30am **Solving Government's Hardest Puzzles: Leveraging Collaboration to Bring the Pieces Together**

08:30am to 09:45am **Athenian Program (Invitation Only)**

08:30am to 10:30am **2nd Year KU MPA City/County Management Fellows Seminar (Invitation Only)**

08:30am to 4:00pm **Arizona State University School of Public Affairs Alumni Table**

09:00am to 4:00pm **NIU Department of Public Administration Alumni Table**

10:00am to 11:30am **General Session**

10:00am to 5:00pm **Visit Pittsburgh Desk**

11:30am to 1:30pm **Lunch in the Exhibit Hall**

11:30am to 3:00pm **Exhibit Hall Hours**

11:30am to 3:00pm **Relaxation Lounge**

11:45am to 1:15pm **ACAO Luncheon - Powering Progress: Unleashing Your Role as the Energy Behind Your Organization (Additional Fee Applies)**

11:45am to 1:15pm **MissionSquare Retirement Client Advisory Luncheon (Invitation Only)**

12:00pm to 1:00pm **ICMA Annual Conference and Stene Scholarship Recipients (Invitation Only)**

12:00pm to 3:00pm **Puppy Park**

12:15pm to 2:15pm **AI in Action: Optimizing Everyday Tasks in Local Government**

12:15pm to 2:15pm **Taking a Bite Out of Your Pain Points: A Lesson in Lean Process Improvement**

12:30pm to 3:30pm

Wetlands, Trails and Fields, Swimming and Recreation: How Upper St. Clair Transformed a State Hospital Site into a Regional Attraction

12:45pm to 1:15pm

Unlock the Potential of Strategic Success: A ClearPoint Strategy Workshop

12:45pm to 2:45pm

Coaching Elected Officials: A Nonconventional Approach

12:45pm to 4:15pm

Energy Innovation Center: Developing a Workforce and Creative Economy One Partnership at a Time

1:00pm to 2:00pm

Ethical Implications of Generative AI

1:00pm to 2:00pm

Empowering Every Employee to Buy Well

1:00pm to 2:00pm

Automation in Asset Management: How Pittsburgh Is Automating Asset Management Today - And Tomorrow

1:00pm to 2:00pm

Developing Climate Action and Disaster Resilience Plans

1:00pm to 2:00pm

Building Success from Experience: Practical Tips for Dealing with Challenges in Your First City Manager's Role

1:00pm to 2:00pm

Learnings from the Data-driven Decision-making Course Part I

1:00pm to 2:00pm

Training and Retaining the Best Employees: Global Local Government Training Plans

1:00pm to 2:00pm

International and National Perspectives in Accessibility: What Works for Municipalities?

1:00pm to 2:00pm

Human Intelligence vs. Artificial Intelligence: The Connection

1:00pm to 2:00pm **Leading and Managing Multigenerational Teams**

1:00pm to 2:00pm **Learn to Golf and Other Bad Advice: The Cost of Trying to Fit In**

1:00pm to 2:00pm **One of These Things Is Not Like the Other: Lessons in Inclusion**

1:00pm to 2:00pm **Urban Campers, Rural Realities: How Smaller Cities Are Tackling Homelessness**

1:00pm to 2:00pm **A Tale of Two Cities: A Story about City Mergers in NSW (Australia) and the Road Map Toward Financial Sustainability**

1:00pm to 2:30pm **Partners' Program Hot Topics Roundtable**

1:00pm to 3:00pm **Career Advancement Hub: Resume Reviews, Mock Interviews, and Expert Advice**

1:00pm to 3:00pm **Mock Interview Panels**

1:00pm to 3:00pm **County Administrators' Idea Exchange**

1:15pm to 2:15pm **State Association Executive Director/Secretariats Meeting**

1:30pm to 4:00pm **Tree Pittsburgh: A Story of Brownfield Transformation with Urban Agriculture**

2:15pm to 2:45pm **State of the Clerks Office Survey**

2:15pm to 3:15pm **Learnings from the Data-driven Decision-making Course Part II**

2:15pm to 3:15pm **Leading a Small Community: Challenges, Solutions, and the Power of Transparency**

2:15pm to 3:15pm **Posturing Out of Imposter Syndrome**

2:15pm to 3:15pm **The Declaration of Ideals and the Manager's Role in Community Leadership**

2:15pm to 3:15pm **ICMA Coaching Presents Ethics at the Helm: Tactics to Stay the Course Despite Unethical Elected Officials**

2:15pm to 3:15pm **The Zen of Middle Management: Discovering Joy in Leading from Where You Are**

2:15pm to 3:15pm **What Can Coastal Cities in India Learn from the Climate Action Plan for Chennai?**

2:15pm to 3:15pm **A Working Guide to Generative AI in Local Government**

2:15pm to 3:15pm **Taking the Reins as a New City Manager in this New Century**

2:15pm to 3:15pm **Simcinnati: How the City of Cincinnati Is "gamifying" Community Engagement**

2:15pm to 3:15pm **The Role of the Upstander During the Holocaust as an Example of Civic Responsibility**

2:15pm to 3:15pm **Mission-driven Recruitment**

2:15pm to 3:15pm **Working Across Systems to Address Homelessness**

2:30pm to 3:00pm **Refreshment Break in the Exhibit Hall**

2:30pm to 4:30pm **Developing a Resource Roadmap to External Support and Funding for Thriving Communities (Free Workshop)**

2:45pm to 2:55pm **Passport to Prizes Drawing!**

3:00pm to 4:00pm **Career Advancement Hub: Career Connect**

3:30pm to 4:30pm **Risk-Adverse AI: How 3 Governments Use Public Data & AI to Safeguard Knowledge**

3:30pm to 4:30pm **Navigating Distributed Wind: Strategies for Local Clean Energy Growth**

3:30pm to 4:30pm **Ethics in Local Government: Lessons From the Global Stage**

3:30pm to 4:30pm **First-time Administrator's Roundtable**

3:30pm to 4:30pm **Presidents Colloquium: ICMA Presidential Town Hall**

3:30pm to 4:30pm **That Didn't Work Here! Performance Management in Different Communities and Parts of the Country**

3:30pm to 4:30pm **Reimagining the Community Experience at City Hall and Beyond**

3:30pm to 4:30pm **Maximize the Potential of Your Staff by Implementing Adaptive Leadership**

3:30pm to 4:30pm **Unlocking the Future: Harnessing Data for Informed Decision-Making and Sustainable Governance Worldwide**

3:30pm to 4:30pm **Respect My Authority**

3:30pm to 4:30pm **The Self-deception Trap: Saving New Leaders from Themselves**

3:30pm to 4:30pm **Futureproofing Your Organization: Upskilling the Next Level of Leadership**

3:30pm to 4:30pm **MyBlue, Building the Bond Between the Police and Residents; A Chief for Every Resident**

3:30pm to 4:30pm **How to Deal with Annoying Crap! An Open, Bold, Group Discussion on Dealing with Crazy and How to Embrace Such Challenges**

3:30pm to 4:30pm **Toward Economic Inclusion: Advancing Local Policy and Programs**

4:00pm to 5:00pm **LGMF Session: Making the Most of Your Fellowship (Invitation Only)**

5:00pm to 6:30pm **Celebrating 20 Years of LGMF (Invitation Only)**

6:30pm to 8:30pm **Tuesday Night Networking Event**

Wednesday, September 25

07:00am to 08:15am **Inspirational Breakfast**

07:30am to 08:30am **Friends of Bill W**

07:30am to 08:30am **Community Leaders in Christ**

07:30am to 11:45am **Registration Hours**

07:30am to 11:45am **ICMA Partners' Lounge**

07:30am to 11:45am **First-time Attendee Lounge**

07:30am to 11:45am **The Burgh Attendee Lounge**

07:45am to 09:45am **Your Leadership Legacy: Developing, Mentoring, and Serving Others**

08:00am to 12:00pm **Hugo Wall School Information Table**

08:00am to 12:00pm **KU School of Public Affairs and Administration/public Management Center Table**

08:30am to 09:30am **Bringing Light from the Darkness: Community Lessons Learned from the 2024 Solar Eclipse**

08:30am to 09:30am **Improve Service Delivery and Citizen Engagement Using Tools Developed by ICMA's Global Programs**

08:30am to 09:30am **Crafting Effective Policies for Improving Building Performance and Energy Efficiency**

08:30am to 09:30am **Generative Artificial Intelligence and Storytelling: How to Effectively Use the Tools for Authentic Human Connection**

08:30am to 09:30am **Anti-fragile and Fortified: Leadership for the Future**

08:30am to 09:30am **Climate Action Through Shared Leadership: How One Community Is Using Consensus and Civil Discourse to Reach Its Climate Goals**

10:00am to 11:30am **Closing General Session**



City of Las Vegas

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Mayor David Romero

CITY OF LAS VEGAS COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: August 12, 2024

Date Submitted: 08/02/2024

Department: Utilities Department

Item/Topic: Appointment of Travis Martinez as the Water Utility Director. Organizational Chart will change from Utilities Director to Water Utility Director.

Fiscal Impact: N/A

Attachments: Memorandum regarding appointment process and City of Las Vegas Charter Section 5.03 – City Manager – Power and Duties

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 _____

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



City of Las Vegas

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Mayor David Romero

CITY OF LAS VEGAS COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: August 12, 2024

Date Submitted: 08/02/2024

Department: Gas Department

Item/Topic: Appointment of David Marquez as the Gas Utility Director. Organizational Chart will change to add Gas Utility Director to the Gas Department.

Fiscal Impact: N/A

Attachments: Memorandum regarding appointment process and City of Las Vegas Charter Section 5.03 – City Manager – Power and Duties

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 _____

David Ulibarri
Councilor Ward I

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Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
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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 COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: August 12, 2024

Date Submitted: 08/02/2024

Department: Community Services

Item/Topic: Appointment of June Tafoya as the Community Services Director.

Fiscal Impact: N/A

Attachments: Memorandum regarding appointment process and City of Las Vegas Charter Section 5.03 – City Manager – Power and Duties

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. _____
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Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
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David Ulibarri
Councilor Ward I

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Marvin Martinez
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