



# City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | [lasvegasnm.gov](http://lasvegasnm.gov)

**Mayor David Romero**

**CITY OF LAS VEGAS**  
**REGULAR CITY COUNCIL MEETING**  
**January 17, 2024–Wednesday– 5:30 p.m.**  
City Chambers  
1700 North Grand Avenue  
Las Vegas, NM 87701

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***AGENDA***

*City Council Meetings are  
Available via YouTube*

[https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view\\_as=subscriber](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. **POLICE CHIEF'S REPORT**
- X. **FINANCE REPORT**

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David Ulibarri  
Councilor Ward I

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

Vacant  
Councilor Ward 4

**XI. PRESENTATIONS (not to exceed 10-15 minutes)**

- Presentation by Philip Martinez, President of the Las Vegas - San Miguel County Chamber of Commerce giving a quarterly report.
- Presentation by Michael Peranteau, Executive Director of MainStreet giving a quarterly report.

**XII. BUSINESS ITEMS**

1. Request approval to appoint one of the two applicants who submitted letters of interest for the Council seat for Ward four (4): **Christine Ludi or Joseph Dominguez.**

*Mayor David Romero* A public notice was sent out on December 20, 2023 seeking interest for vacant council seat in Ward 4 asking for letters to be delivered to City Hall by January 3, 2024.

2. Request approval of Resolution No. 24-02, budget adjustment for the 2023-2024 fiscal year.

*Dominic Chavez, Interim Finance Director* The City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include an expense increase to Fund 101-4800- Police Department – US Marshall in the amount of \$7,000 (to align revenue and expense). A rev/exp increase to Fund 268 – T-Mobile Hometown Grants 03-22 in the amount of \$50,300. A rev/exp increase to Fund 282 – Senior Center in the amount of \$5,000 and a rev/exp increase to Fund 433 – NM Aviation Department Grant in the amount of \$160,000.

3. Request approval of Memorandum of Understanding (MOU) between the City of Las Vegas (CLV) and Luna Community College (LCC).

*Arturo Padilla, Parks & Recreation Director* Under this agreement, LCC will utilize the Rodriquez Park Complex, specifically Henry Martinez baseball field and softball field and buildings to include the concession stand, bathrooms and press box and equipment, for the sole purpose of holding baseball and softball activities (practices and games) The term of this MOU is for one year each fall and spring session and may be renewable annually for four (4) years upon the approval of the City Manager. The LLC will pay consideration to the CLV in the amount of \$20,000.00 for use of the property.

4. Request approval of Memorandum of Understanding (MOU) between the City of Las Vegas (CLV) and the Wolfpack Travel Baseball Team (WTBT).

*Arturo Padilla, Parks & Recreation Director* Under this agreement, WTBT will utilize Keyes Park to hold baseball practices from August 15, 2023 to April 1, 2024. The term of this MOU may be renewable annually upon the approval of the City Manager. The WTBT will pay consideration to the CLV in the amount of \$500.00 for use of the fields for the duration of the WTBT season.

5. Request approval of GSA Contract with Trane US. Inc. for removal and upgrading the HVAC system at the Las Vegas Senior Center for a total of \$291,240.92 including NMGRT.

*Wanda Salazar, Community Services Director* Aging and Long Term Services awarded the Las Vegas Senior Center \$315,000 of which \$25,714.48 has been used for Engineer Services. The financial impact to the Senior Center Budget will be \$1,995.40

6. Request approval of MOA between San Miguel County and the City of Las Vegas for Animal Sheltering Services.

*Caleb Marquez, Interim Police Chief* The County of San Miguel is willing to contribute monetarily to the City of Las Vegas for operation of animal sheltering service in the amount of \$50,000.00.

7. Discussion and Direction regarding Municipal Code, Section 440-25 Provision of municipal water services to nonmunicipal users.

*Mayor David Romero* Council is asked to discuss and consider amendments to the current ordinance regarding ETZ water taps.

### **XIII. EXECUTIVE SESSION**

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

### **XIV. ADJOURN**

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

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

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



# CITY OF LAS VEGAS

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



**POLICE DEPARTMENT**  
Interim Chief Caleb Marquez

## **MONTHLY REPORT** **December 2023**

### **OPERATIONAL UPDATE(S):**

#### **I. Field Operations Division (Patrol) dates from December 01 thru 31, 2023.**

- a. 59 Traffic Citations
- b. 4 Non Traffic citations
- c. 36 Parking citations issued
- d. 36 Arrests made
- e. 13 Burglary calls 10 offense incident reports made from the 13 burglary calls
- f. 1,152 calls for service

#### **II. Communications Division (Dispatch) dates from December 01 thru 31, 2023**

- a. 927 Police Calls
- b. 93 Fire Calls
- c. 180 AMR (Medic) calls
- d. 19 Code Enforcement (compliance)
- e. 37 Animal Control Calls
- f. 717 total 911 calls
- g. 652 Answered calls
- h. 65 Abandoned 911 calls A call placed to 9-1-1 in which the caller disconnects before the call can be answered by the 9-1-1 Telecommunicator. When an abandoned 9-1-1 call is received, the Telecommunicator shall: Redial the caller.
- i. 41 City on Call(Water Gas etc)

- Dispatch meeting was held in the PD Training room on December 12, 2023



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## POLICE DEPARTMENT Interim Chief Caleb Marquez

### III. Animal Care Center stats from December 01 thru 31, 2023.

	<u>Dogs</u>	<u>Cats</u>	<u>Total</u>
<b>Beginning Shelter count 12/1/23</b>	<b><u>96</u></b>	<b><u>30</u></b>	<b><u>126</u></b>
1. Intake from Public (Live Dogs & Cats only)	15	1	6
2. Adoptions	9	2	11
3. Outgoing Transfers to Organizations within Community /Coalition	27	0	27
4. Return to owner/Guardian	2	0	2
5. Unhealthy & Untreatable	1	0	1
6. <u>Ending Shelter count</u>	<u>72</u>	<u>29</u>	<u>101</u>

- Midyear budget was conducted with former City Manager (Leo Maestas), Interim Chief C Marquez, Finance Specialist June Tafoya, Animal Care Manager, Deputy Finance, and Finance Director. To discuss the PD budget, Animal Care Center, Code Compliance and Animal control budgets.

### IV. Information Division (Records) numbers only reflect items processed from December 01 thru 31, 2023.

- a. 79 Offense Incident Reports closed
- b. 30 Traffic accident reports closed
- c. 108 Citations were entered
- d. 119 Customers attended
- e. 236 Documents Scanned
- f. 11 City of Las Vegas IPRA's Completed

#### Information Division (Records) continuing to work on:

- Indexing 2013-2017 reports for destruction order 2023
- Records staff started end of year filing documents.



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## POLICE DEPARTMENT Interim Chief Caleb Marquez

### V. Street Crimes- Investigations/Narcotics/Evidence Sections for the month of December 01 thru 31, 2023.

#### Street Crimes Unit Cases:

- a. 11 Assigned Cases (investigated for follow-up)
- b. 05 Self Initiated
- c. 7 Arrest made
- d. 14 Search warrant
- e. 4 Cases Closed
- f. 1 Homicide

#### Evidence Seized by Investigators

- a. 1 Firearm
- b. 8 Fentanyl pills

#### Meetings attended by Street Crimes Unit:

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

### Evidence Seized by Agents/Investigations/Police Officers throughout the month of December 01 thru 31, 2023.

#### Evidence:

- a. 41 Evidence cases in
  - b. 186 Evidence items turned in
  - c. 28 cases at NMDPS lab
  - d. 3 cases at NMRCFL
  - e. 32 Strip of Suboxone (patrol)
  - f. 11 IPRA request CD-R/DVD-R
  - g. 41 Pills Fentanyl
- ❖ Detectives answered 53 calls for service during the month of December. Detectives worked a Homicide (V vs. P), Agg. Battery (deadly weapon) 500 Mountain View.



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## POLICE DEPARTMENT Interim Chief Caleb Marquez

### VI. Travel/Trainings for the month of December 01 thru 31, 2023.

#### Travel/Training attended:

- Three Police personnel (Interim Chief, 1 Commander, & 1 Detective) traveled to Las Cruces, NM for a trial in a criminal case, on December 04, 2023 that they were subpoenaed to.
- 2023 Fall Handgun qualifications were conducted on December 18<sup>th</sup> and the 20<sup>th</sup>, 2023 for all commissioned personnel.

### VII. Recruiting & Vacancies for the month of December 01 thru 31, 2023

#### Recruitment:

Lieutenant David Lautalo has put together an Active Recruitment list for the month of December 2023.

- **Police Officers**- Six (6) applicants are interested for the vacant position of police officer. One applicant with 15 years of experience was hired and reported for duty on 1/2/2024.
- **Communication Specialist**- Three (3) applicants are interested for vacant position of Communication Specialist (Dispatcher). Out of the three; two are interested on the par time positions.
- **Records Clerk**- one (1) applicant is interested for vacant position of Records clerk.
- **Community SVC Aide**-one (1) applicant is interested for vacant position of Community Svc Aide.
- **Animal Control Officer**-one (1) applicant was hired for Animal Control Officer effective date was 12/11/2023.

Several applicants were contacted and were emailed the PD packets/application. Several applicants were removed from the recruitment list due to no communication with the recruitment Lieutenant.



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## *POLICE DEPARTMENT* Interim Chief Caleb Marquez

### **Vacancies as of January, 2024:**

- a. 1 Chief of Police
- b. 2 Police Lieutenant (Field Ops)
- c. 1 Police Sergeant (Field Ops)
- d. 1 Police Sergeant (Investigations)
- e. 1 Investigator
- f. 1 Narcotics Agent Sergeant(supervisor)
- g. 1 Narcotics Agent
- h. 10 Police Officers
- i. 3 Communication Specialist (Dispatcher) full time
- j. 2 Communication Specialist (Dispatcher) Part- time
- k. 1 Communications Manager
- l. 1 Administrative Aide
- m. 1 Grants Administrator
- n. 1 Animal Control Officer
- o. 1 Information Specialist (Records clerk)
- p. 1 Community Service Aide
- q. 1 Full-time Animal Care Tech (Animal Care Center)

**Total: 30 vacancies**

### **VIII. Community Events where officers assisted with traffic control or participated on the event:**

- Electric Light Parade "Hallmark Christmas" December 2, 2023
- Tree lighting at the Plaza Park, December 2, 2023
- Holiday Open house at District Attorney Office December 15, 2023
- Briefing regarding fire on National, December 20, 2023
- Santa in the park December 23, 2023



**GENERAL FUND REVENUE COMPARISON**  
**THRU DECEMBER 31, 2023 .50% YEAR LAPSED (6 of 12 months)**  
**FISCAL YEAR 2024**

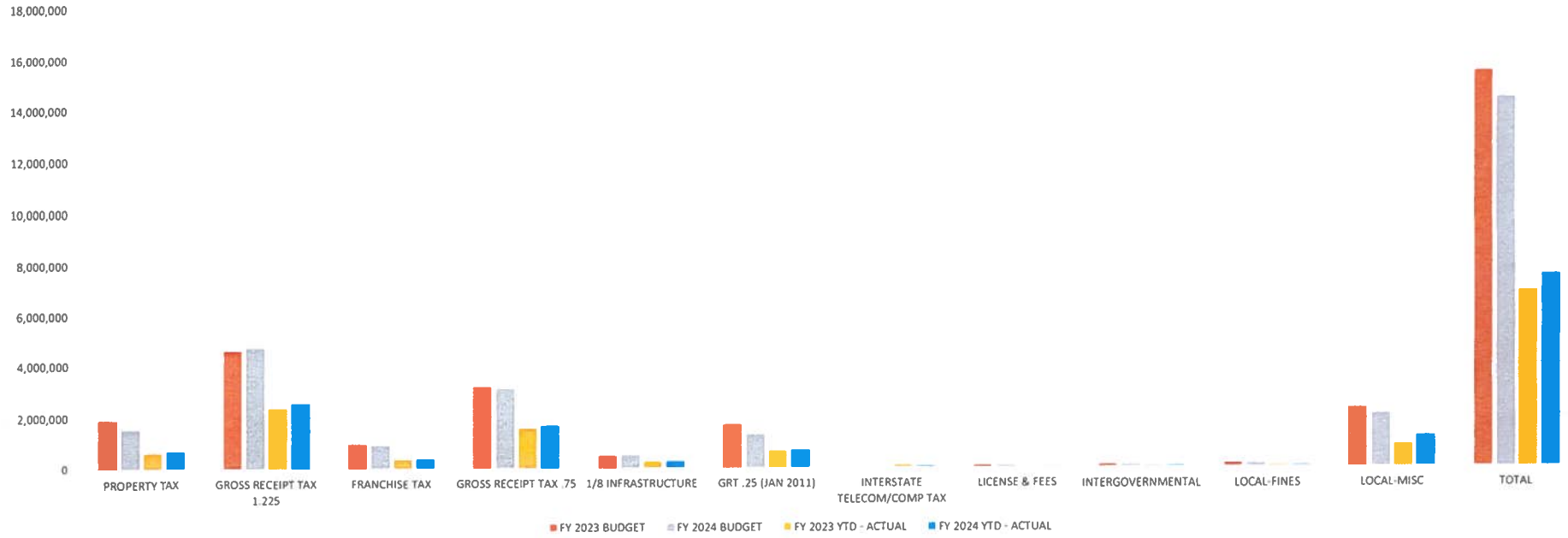
<u>Total Budget to Actual Comparison</u>						G
A	B	C	D	E	(E/B) FY 2024	
FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL		
PROPERTY TAX	1,902,979	1,530,000	765,000	613,597	671,355	44%
GROSS RECEIPT TAX 1.225	4,602,302	4,720,000	2,360,000	2,372,386	2,521,486	53%
FRANCHISE TAX	972,317	900,000	450,000	350,982	360,061	40%
GROSS RECEIPT TAX .75	3,175,102	3,100,000	1,550,000	1,555,663	1,653,434	53%
1/8 INFRASTRUCTURE	482,269	500,000	250,000	246,062	260,521	52%
GRT .25 (JAN 2011)	1,698,315	1,300,000	650,000	652,372	683,188	53%
INTERSTATE TELECOM/COMP TAX	0	0	0	84,275	55,870	#DIV/0!
LICENSE & FEES	81,674	64,000	32,000	17,612	29,046	45%
INTERGOVERNMENTAL	92,694	85,000	42,500	40,897	42,064	49%
LOCAL-FINES	137,559	121,000	60,500	52,849	41,603	34%
LOCAL-MISC	2,261,547	2,043,700	1,021,850	863,876	1,178,322	58%
<b>TOTAL</b>	<b>15,406,758</b>	<b>14,363,700</b>	<b>7,181,850</b>	<b>6,850,571</b>	<b>7,496,951</b>	<b>52%</b>

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

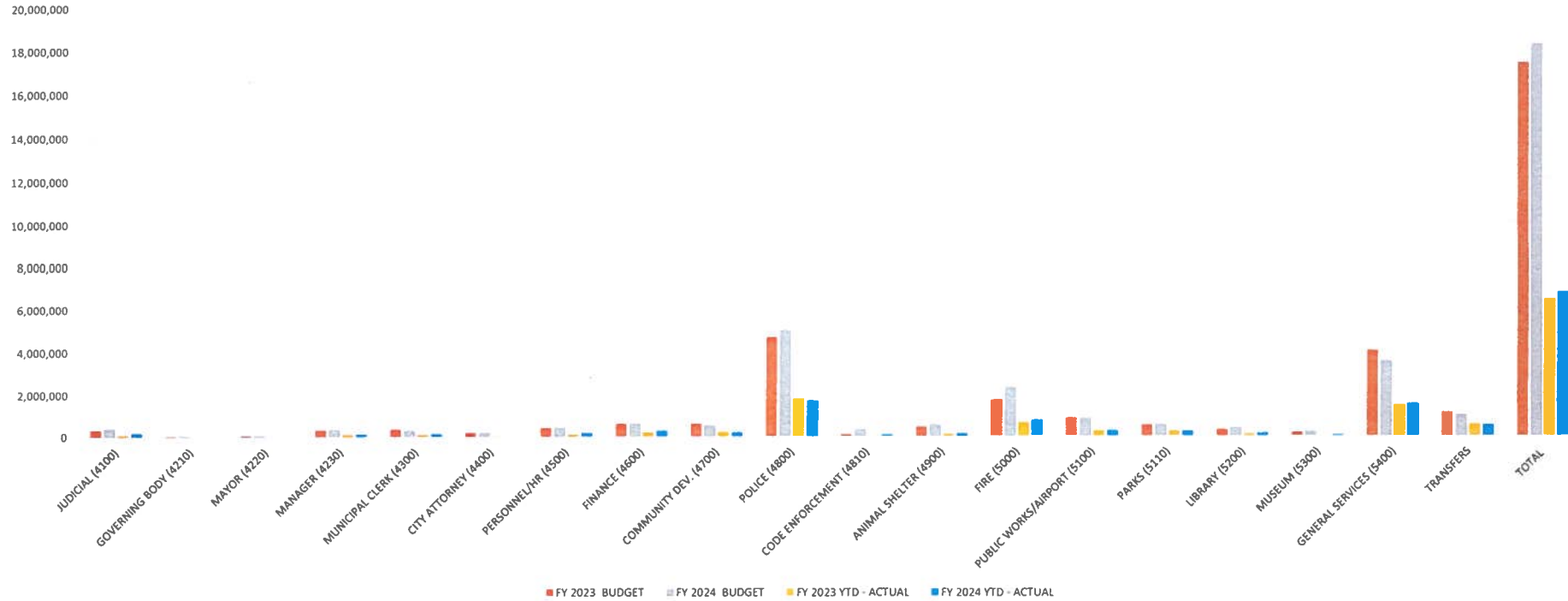
FISCAL YEAR 2024							H
<u>Total Budget to Actual Comparison</u>							(E/B)
A	B	C	D	E	F	% BDGT	
FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.		
JUDICIAL (4100)	353,638	428,159	214,080	118,243	184,579	243,580	43%
GOVERNING BODY (4210)	65,264	66,870	33,435	30,704	30,385	36,485	45%
MAYOR (4220)	87,975	83,882	41,941	6,588	8,265	75,617	10%
MANAGER (4230)	357,321	371,780	185,890	143,797	127,977	243,803	34%
MUNICIPAL CLERK (4300)	389,766	329,540	164,770	143,132	156,732	172,808	48%
CITY ATTORNEY (4400)	238,356	238,748	119,374	53,374	19,513	219,235	8%
PERSONNEL/HR (4500)	452,666	468,198	234,099	146,645	197,845	270,353	42%
FINANCE (4600)	636,982	643,295	321,648	229,453	299,727	343,568	47%
COMMUNITY DEV. (4700)	645,050	555,983	277,992	236,456	217,781	338,202	39%
POLICE (4800)	4,692,127	5,050,092	2,525,046	1,784,550	1,675,091	3,375,001	33%
CODE ENFORCEMENT (4810)	126,509	360,177	180,089	4,247	102,338	257,839	28%
ANIMAL SHELTER (4900)	474,167	586,559	293,280	131,262	152,685	433,874	26%
FIRE (5000)	1,727,799	2,322,492	1,161,246	654,380	760,116	1,562,376	33%
PUBLIC WORKS/AIRPORT (5100)	892,831	871,430	435,715	270,131	275,724	595,706	32%
PARKS (5110)	546,837	574,355	287,178	265,725	242,678	331,677	42%
LIBRARY (5200)	328,032	432,142	216,071	137,735	157,038	275,104	36%
MUSEUM (5300)	203,387	250,653	125,327	29,506	82,131	168,522	33%
GENERAL SERVICES (5400)	4,029,967	3,531,893	1,765,947	1,460,373	1,494,736	2,037,157	42%
TRANSFERS	1,099,309	1,024,309	512,155	549,500	512,015	512,294	50%
<b>TOTAL</b>	<b>17,347,983</b>	<b>18,190,557</b>	<b>9,095,279</b>	<b>6,395,801</b>	<b>6,697,357</b>	<b>11,493,200</b>	<b>37%</b>

Surplus to Date                      799,593

### GENERAL FUND REVENUE



### GENERAL FUND EXPENSE



**ENTERPRISE FUNDS-REVENUE COMPARISON  
THRU DECEMBER 31, 2023 .50% YEAR LAPSED (6 of 12 months)  
FISCAL YEAR 2024**

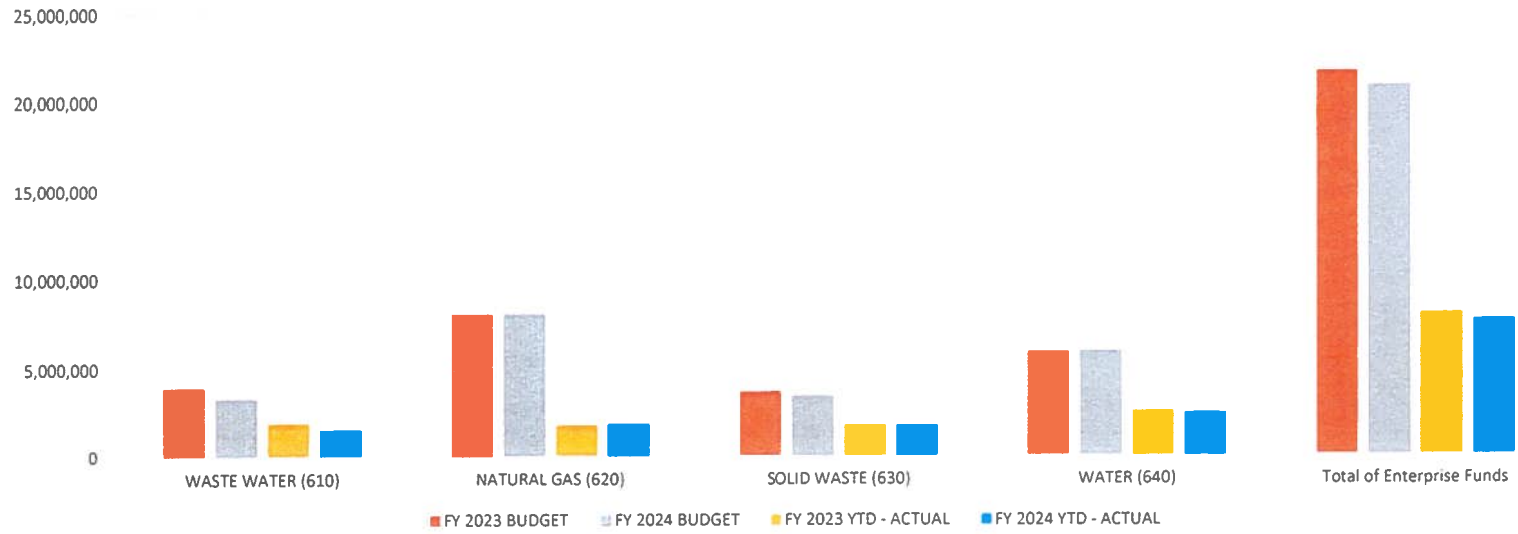
	<u>Total Budget to Actual Comparison</u>					G (E/B) % BUDGET
	A	B	C	D	E	
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	
WASTE WATER (610)	3,921,800	3,321,800	1,660,900	1,912,088	1,554,029	47%
NATURAL GAS (620)	8,037,000	8,037,000	4,018,500	1,783,747	1,864,572	23%
SOLID WASTE (630)	3,705,400	3,440,900	1,720,450	1,766,551	1,755,990	51%
WATER (640)	5,884,220	5,941,591	2,970,796	2,540,368	2,432,278	41%
<i>Total of Enterprise Funds</i>	<b>21,548,420</b>	<b>20,741,291</b>	8,642,205	<b>8,002,754</b>	<b>7,606,868</b>	37%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON  
THRU DECEMBER 31, 2023 .50% YEAR LAPSED (6 of 12 months)  
FISCAL YEAR 2024**

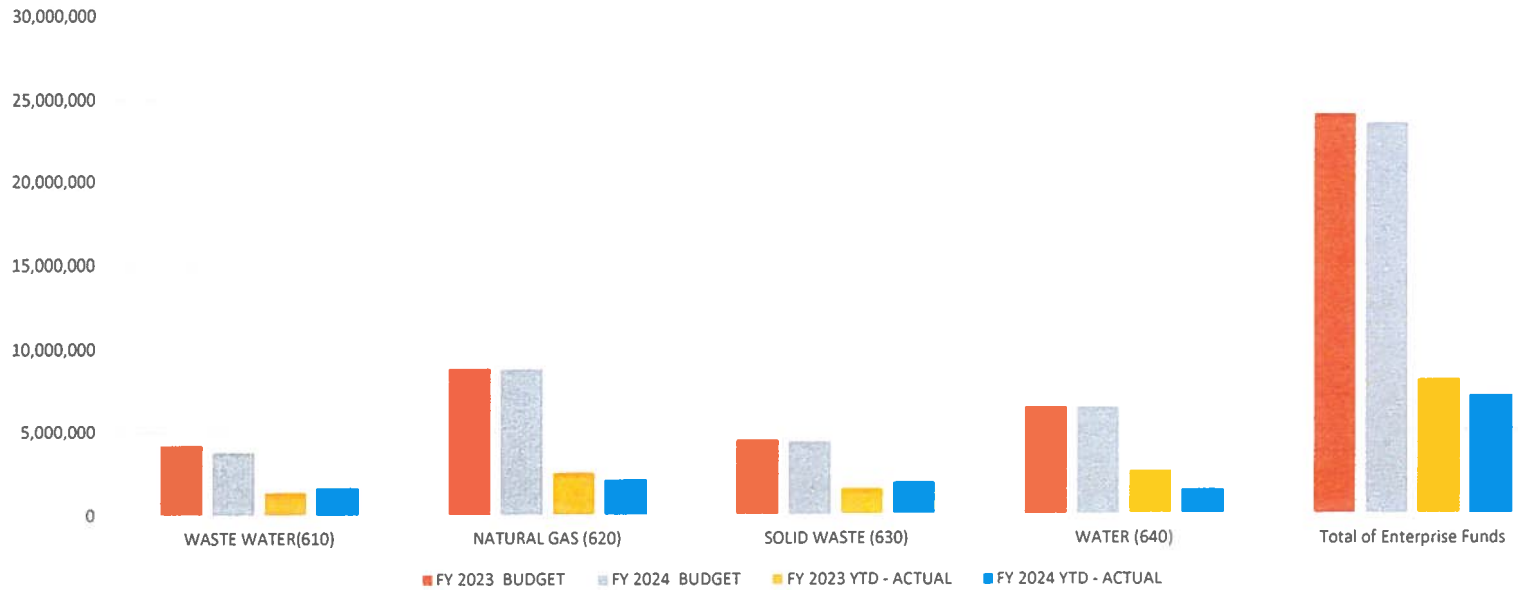
	<u>Total Budget to Actual Comparison</u>						H (E/B) % BUDGET
	A	B	C	D	E	F	
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
WASTE WATER(610)	4,205,635	3,786,266	1,893,133	1,374,210	1,630,926	2,155,340	(76,896) 43%
NATURAL GAS (620)	8,815,688	8,788,237	4,394,119	2,536,470	2,047,694	6,740,543	(183,122) 23%
SOLID WASTE (630)	4,468,402	4,383,168	2,191,584	1,555,824	1,865,735	2,517,433	(109,746) 43%
WATER (640)	6,442,186	6,437,218	3,218,609	2,546,411	1,453,767	4,983,451	978,511 23%
<i>Total of Enterprise Funds</i>	<b>23,931,911</b>	<b>23,394,889</b>	11,697,445	<b>8,012,915</b>	<b>6,998,122</b>	<b>16,396,767</b>	608,747 30%

Surplus to Date                      608,747

### ENTERPRISE REVENUE



### ENTERPRISE EXPENSE



**RECREATION DEPARTMENT-REVENUE COMPARISON  
THRU DECEMBER 31, 2023 .50% YEAR LAPSED (6 of 12 months)  
FISCAL YEAR 2024**

	A	B	C	D	E	G (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	% REV
WELLNESS CENTER	120,000	120,572	60,286	34,020	50,686	42%
OPEN SWIM	15,000	15,000	7,500	0	4,777	32%
YABL/ADULT BASKETBALL	25,000	15,000	7,500	0	12,000	80%
SUMMER FUN PROGRAM	120,000	100,000	50,000	19,635	1,265	1%
RECREATION-OTHER	67,500	103,500	51,750	2,846	13,233	13%
GEN FUND TRANSFER	420,686	420,686	210,343	210,259	210,259	50%
<b>TOTAL</b>	<b>768,186</b>	<b>774,758</b>	<b>387,379</b>	<b>266,760</b>	<b>292,219</b>	<b>38%</b>

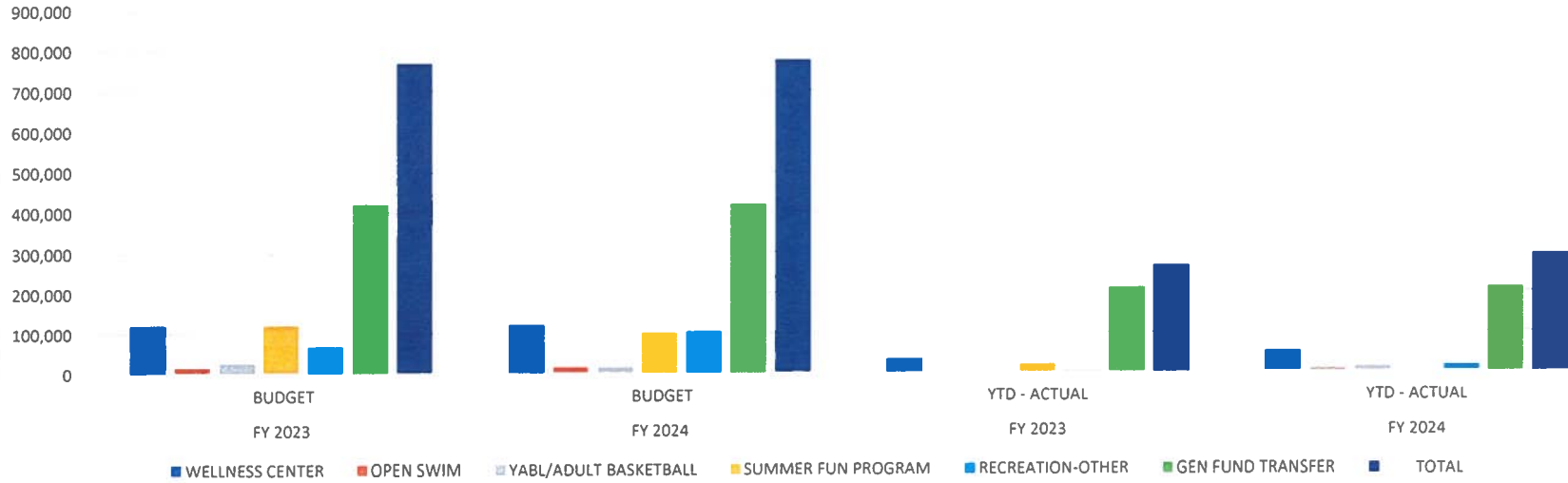
81,960

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON  
THRU DECEMBER 31, 2023 .50% YEAR LAPSED 6 of 12 months)  
FISCAL YEAR 2024**

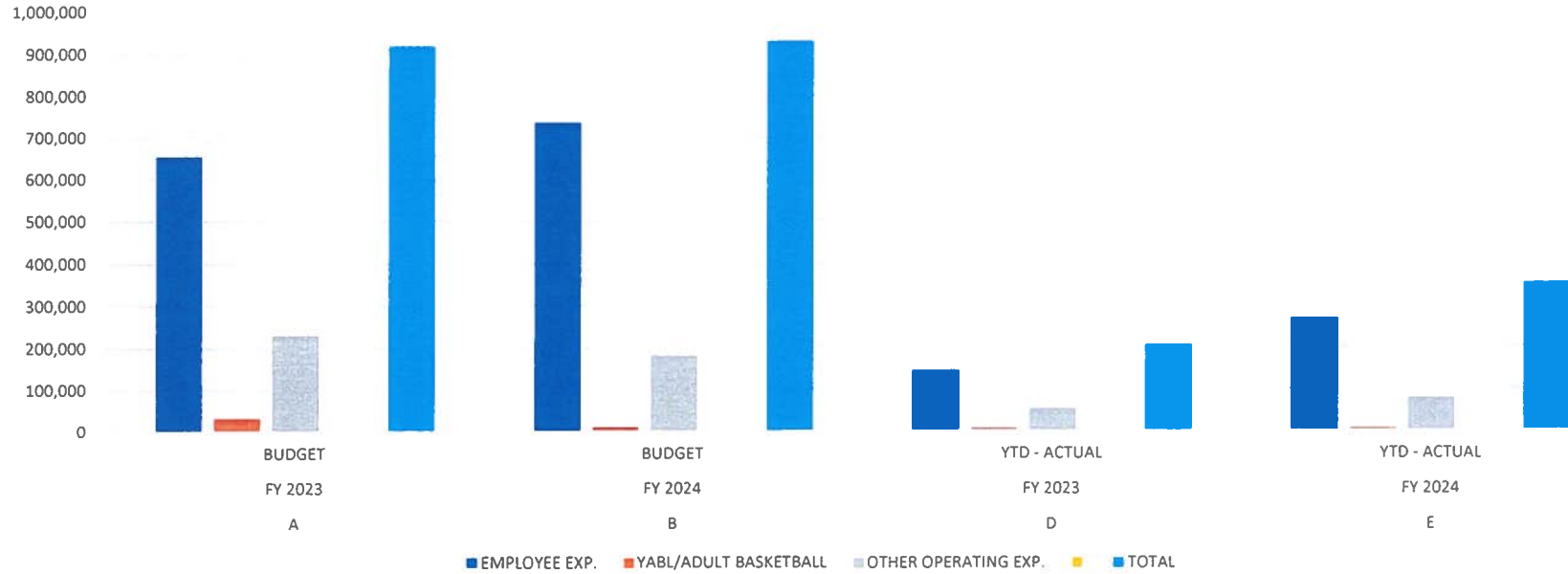
	A	B	C	D	E	F	H (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
EMPLOYEE EXP.	654,420	734,694	367,347	143,329	265,679	469,015	36%
YABL/ADULT BASKETBALL	32,500	10,500	5,250	5,543	4,804	5,696	46%
OTHER OPERATING EXP.	231,500	182,350	91,175	53,886	78,049	104,301	43%
				0			
<b>TOTAL</b>	<b>918,420</b>	<b>927,544</b>	<b>463,772</b>	<b>202,758</b>	<b>348,532</b>	<b>579,012</b>	<b>38%</b>

Deficit to date (56,313)

### RECREATION CENTER REVENUE



### RECREATION CENTER EXPENSE



**LODGERS TAX PROMOTION - REVENUE COMPARISON  
THRU DECEMBER 31, 2023 .50% YEAR LAPSED (6 of 12 months)  
FISCAL YEAR 2024**

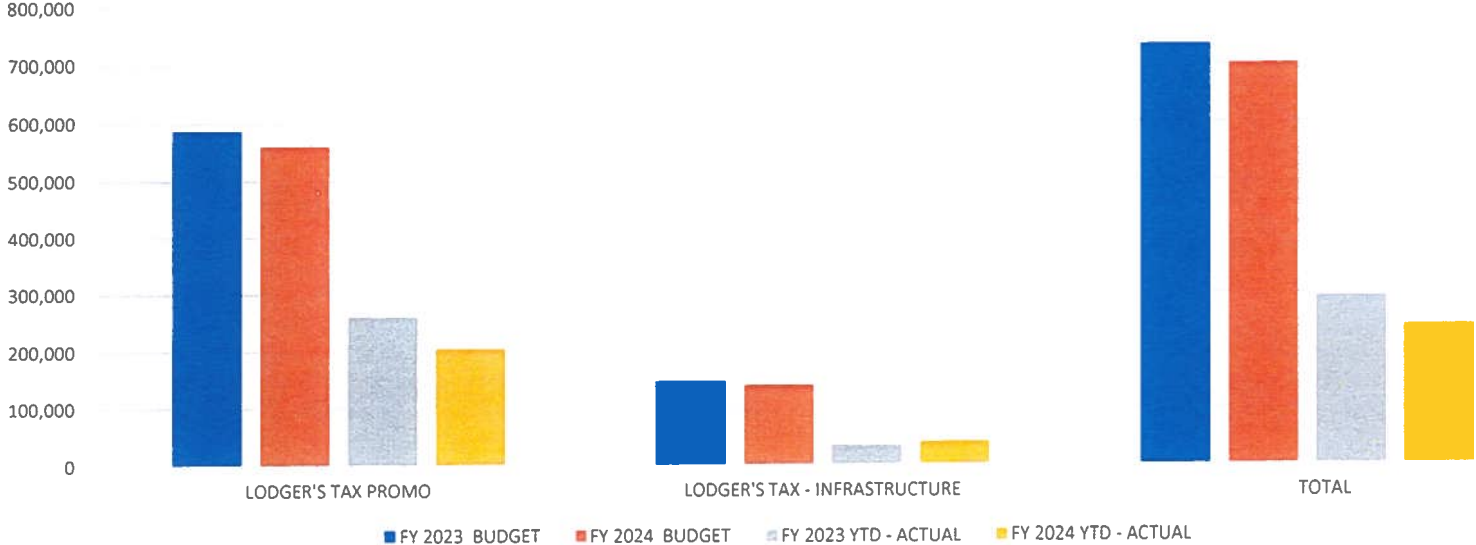
	A	B	C	D	E	G (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	% REV
LODGER'S TAX PROMO	586,400	560,000	280,000	260,121	204,403	37%
LODGER'S TAX - INFRASTRUCTURE	146,600	140,000	70,000	33,319	39,548	28%
<b>TOTAL</b>	<b>733,000</b>	<b>700,000</b>	<b>350,000</b>	<b>293,440</b>	<b>243,951</b>	<b>35%</b>

**LODGERS TAX PROMOTION - EXPENDITURE COMPARISON  
THRU DECEMBER 31, 2023 .50% YEAR LAPSED (6 of 12 months)  
FISCAL YEAR 2024**

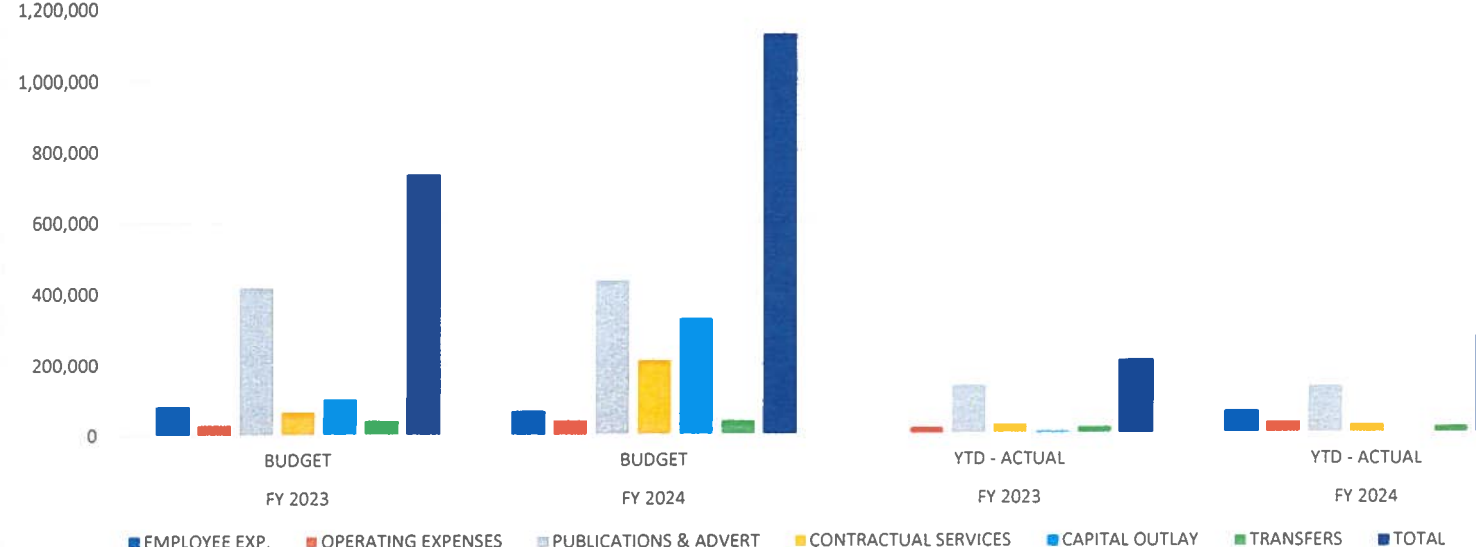
	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
EMPLOYEE EXP.	80,700	66,992	33,496		62,407	4,585	0%
OPERATING EXPENSES	29,000	40,600	20,300	19,269	32,597	8,003	80%
PUBLICATIONS & ADVERT	417,300	437,000	218,500	139,202	134,400	302,600	31%
CONTRACTUAL SERVICES	66,000	212,400	106,200	25,000	22,500	189,900	11%
CAPITAL OUTLAY	100,000	328,008	164,004	5,804	0	328,008	0%
TRANSFERS	40,000	40,000	20,000	19,992	19,992	20,008	50%
<b>TOTAL</b>	<b>733,000</b>	<b>1,125,000</b>	<b>562,500</b>	<b>209,267</b>	<b>271,896</b>	<b>853,104</b>	<b>24%</b>

Deficit to date                    (27,945)

### LODGER'S TAX REVENUE



### LODGER'S TAX EXPENSE





**CANNABIS - REVENUE COMPARISON**  
**THRU DECEMBER 31, 2023 .50% YEAR LAPSED (6 of 12 months)**  
**FISCAL YEAR 2024**

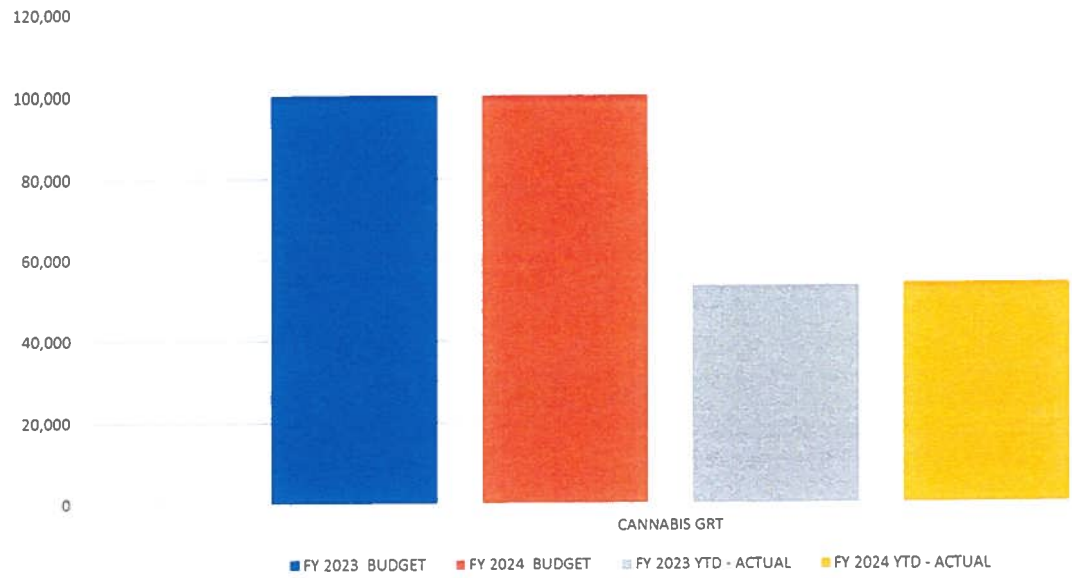
	A	B	C	D	E	G
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	(E/B)
CANNABIS GRT	100,000	100,000	50,000	53,405	53,924	% REV 54%
CANNABIS - CD	0	0	0	0	4,150	#DIV/0!
CANNABIS - PD	0	0	0	0	300	#DIV/0!
<b>TOTAL</b>	<b>100,000</b>	<b>100,000</b>	<b>50,000</b>	<b>53,405</b>	<b>58,374</b>	<b>58%</b>

**CANNABIS - EXPENDITURE COMPARISON**  
**THRU DECEMBER 31, 2023 .50% YEAR LAPSED (6 of 12 months)**  
**FISCAL YEAR 2024**

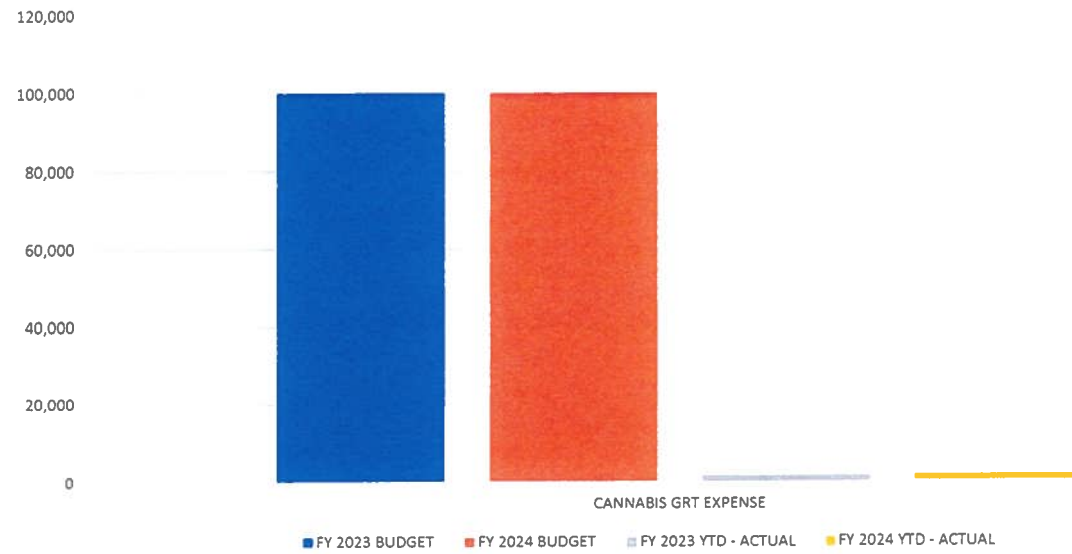
	A	B	C	D	E	F	H
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	(E/B) % BDGT
CANNABIS GRT EXPENSE	100,000	100,000	50,000	1,602	1,618	98,382	2%
<b>TOTAL</b>	<b>100,000</b>	<b>100,000</b>	<b>50,000</b>	<b>1,602</b>	<b>1,618</b>	<b>98,382</b>	<b>2%</b>

Surplus to Date      56,756

### CANNABIS REVENUE



### CANNABIS EXPENSE





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

**Meeting Date:** January 17, 2024

**Date Submitted:** 1/8/24

**Department:** Community Development

**Item/Topic:** Presentation by Philip Martinez, President of the Las Vegas - San Miguel County Chamber of Commerce giving a quarterly report.

**Fiscal Impact:**

**Attachments:** Chamber of Commerce Report and Contract #3944-23

**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 \_\_\_\_\_



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**Quarterly Report for the Las Vegas San Miguel County Chamber of Commerce**

**January 2024 for November 2023**

**\*\*This is a copy of the signed contract with the updates  
on the completion of deliverables highlighted in yellow\*\***

Exhibit A

Proposal for Scope of Services for the Las Vegas San Miguel County Chamber of Commerce

Effective Date: February 2023-February 2024

A. Services Provided by LVSM Chamber of Commerce

The LVSM Chamber has assisted in daily operations, tourist and relocation requests, record keeping and various other duties since August 2020. The operations and designated times have fluctuated due to CLV reorganization and staffing. We would like to offer the following solutions:

1. Full time operation of the City of Las Vegas' Visitor Center with additional LVSM Chamber staff Monday through Sunday, 8am to 5pm including lunch hours to equal 3,276 hours yearly.

**3rd Quarter Deliverable update: We are now staffed 7 days a week, but had taken a hiatus due to the violent incident that had happened on a weekend with only one clerk and no other staff in the building. At times, if there are suspicious individuals, management staff is made aware of the situation.**

2. Mirror the CLV Visitor's Center Clerk Job Description in order to remain consistent with the CLV requirements and vision of the purpose of the Visitor's Center.

**3rd Quarter Deliverable update: At present, the clerks in the Visitor's Center have grown into their roles and take care of all Visitor's requests in person, via email, telephone as well as assisting heavily in events, creating informational databases, responding to tourist inquiries by ordering maps or pamphlets from other organizations and states, and also making sure that the facility is organized and inviting on a daily basis.**



3. Increase outreach to local businesses to make sure those that want to be represented at the Visitor's Center will be represented; Visitors consistently come in daily for information about the city. Peak times are around holidays, March through December and train arrival times, 12: 15pm and 2:15pm

o Common questions are places to eat, places to stay (hotel, RV camp, Airbnb's, history of the area, Montezuma Hot Springs availability)

**3<sup>rd</sup> Quarter Deliverable update: Clerks regularly reach out to businesses to update menus or information that they have in the lobby. They also call or go to businesses when tourists request specific information. We have begun collaborating with both City and County Planning and Zoning to make sure that the Airbnb's are licensed.**

4. Continue to keep records of Tourists, location of hometown and purpose of visit.

**3<sup>rd</sup> Quarter Deliverable update: Attached is a sheet with the number of visitors that have come into the Visitor's Center. You will notice that if there is someone to greet them and engage in conversation, we are able to get them to sign in as we assist them.**

5. Keep Visitor's Center stocked with appropriate information for the City of Las Vegas businesses such as hotels, restaurants, stores, shops, campgrounds, walking tours, etc.

6. Make sure that the information the Visitor's Center clerks provide in handouts, pamphlets and verbally is updated and current and Visitors are given correct and valid information in which they can navigate knowledgeably throughout Las Vegas, thus, enjoying their stay.

7. Coordinate and distribute the appropriate information as requested for both Tourist packets and Relocation packets;

o Tourist packets contain Walking Tour guides, Restaurant, Hotel and Bar information, state parks information and tourist sites, etc.

o Relocation packets contain Real Estate information, Rental Information, Educational Institution information, Walking Tour guides, Census information, etc.





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**3rd Quarter Deliverable update: Clerks have also actively visit restaurants and get updated menus for our menu book. They also continue to regularly update and organize all other materials and add to it by requesting it of other organizations, campgrounds, etc. or we will research and create pamphlets or handouts for those that inquire.**

8. Continue to work with Community Development in mailing out Visitor's Center Packets (Postage)

**3rd Quarter Deliverable update: We continue to regularly receive requests via the Chambers website, email, phone or letters. Attached is the number of packets we have sent out.**

9. Assist the City of Las Vegas with research, promotion and workforce development of film production and also support of a state film museum.

**3rd Quarter Deliverable update: The state film museum has fallen through on a state level, but we are looking at other possible options to showcase some of the film memorabilia that we have. This project could become a local project for the LVSM Film Commission which is under the LVSM Chamber of Commerce but would need additional funding as well as additional staff and a space off site to house film history. We have a few film related events coming up this year, to include another "Fast Cars, Hot Bikes and Film Fun", a 40 Year Red Dawn Reunion and a Film Festival.**

10. Prepare and deliver quarterly reports along with the invoices per the dates in paragraph 3B of the contract.

**3rd Quarter Deliverable update: The Chamber's 2<sup>nd</sup> quarterly report (the previous one we did in October) was late due to personal illness and many events such as Ribbon Cuttings and that threw us off on the order, thus; this report is late as well. We plan to rectify this on the last quarterly report which is due February 7<sup>th</sup> as per this contract. Today's report is the November 2023 report.**



11. The City requests a non-voting position on the Board of Directors, to be appointed by the Mayor, for the duration of this contract.

**3rd Quarter Deliverable update: Chuck Griego remains in that position for the City of Las Vegas**

B. Promotion of Chamber Members, New Businesses, Events and Non-profits  
The Chamber promotes City, County, Educational, Nonprofit and Regional events via radio, social media and eblasts as well as new businesses that approach the Chamber.

1. Provide Ribbon Cuttings for Grand openings or Grand Re-Openings, keep both City and County Officials informed as well as dissemination of the event and posting a Facebook Live video or pictures for business promotion

**3rd Quarter Deliverable update: The Chamber had a very busy summer with Ribbon Cuttings and Groundbreakings but this quarter, we only collaborated with the City and Mora County by lending scissors and ribbon for NRHA and a new barbershop in Mora.**

2. Continue to have monthly CED Meetings, but add one sponsored monthly networking event in conjunction with, or in addition to the meeting

**3rd Quarter Deliverable update: Monthly in person meetings continued until the end of the year and we continue to collaborate with the Regional Development Corporation, Kristine Olsen of NEEDO and other Economic Development Organizations but the Director is suggesting we change the leadership and also reorganize according to goals set before Covid. As far as a networking event, the Chamber sponsored a Legislative Breakfast event for local networking.**

3. Continue to promote new businesses, City, County and regional events via radio, social media and eblasts

**3rd Quarter Deliverable update: This is ongoing**

4. Seek to work with City and County to welcome new businesses and offer assistance in existing promotional avenues



**3<sup>rd</sup> Quarter Deliverable update: This is ongoing**

5. Assist businesses in online representation of "Google My Business" listing

**3<sup>rd</sup> Quarter Deliverable update: We sent emails and called our members and has was not been a popular service that we offered. We only had one business interested and we tried to engage but we were unable to provide these services as interest was not popular.**

C. Economic Development Initiatives

The Chamber works with numerous organizations and officials to facilitate and promote job creation, economic development opportunities for property owners, small business owners and individuals. The Chamber has taken the lead and fiscal responsibility in the creation of a joint County and City Film Commission with International membership with the Association of Film Commissioners International.

**3<sup>rd</sup> Quarter Deliverable update: This is ongoing and there is event planning as well as upcoming job creation for FEMA money that will be coming into the community for Contractors.**

1. Continue collaboration with NM Workforce Development in promoting Hiring Events/Job Fairs, Casting Calls

**3<sup>rd</sup> Quarter Deliverable update: We continue to promote NMDWFS Job Fairs and Rapid Hire Events. We had a successful class scheduled taught by the Background Actors Association of New Mexico and it was well attended.**

2. Continue collaboration with International/National/State/County/City Officials and Educational Institutions to bring more filming projects

3. Continue collaboration with National/State/County/City Officials and Educational Institutions to assist in the creation of local filming jobs

**3<sup>rd</sup> Quarter Deliverable update: We continue to collaborate with various entities and have referred several local residents for local filming jobs (PA, Teacher on set, Background Actors, set construction, etc.) and their buildings ( MMS, Legion Park, CLV Airport, SM County Public Works, Koldyke Ranch, Ruby Ranch, Pheonix Ranch,**





etc. ) for local filming projects. The most recent international collaboration is with the BBC Scotland Science Unit in Glasgow. Requests and referrals are definitely up.

4. Continue collaboration and travel with City Film Liaison to photograph and recruit more businesses, homeowners and place photos on Chamber's [lvsmfilmlocations.com](http://lvsmfilmlocations.com) website that is targeted to film makers seeking to film here as well as assist in getting them on NM Film Office website

**3<sup>rd</sup> Quarter Deliverable update: The opportunities are still open for photographs for more locations but both lack of sufficient time and staffing are hinderances in getting this completed and also uploaded to our [lvsmfilmlocations.com](http://lvsmfilmlocations.com) website**

5. Continue collaboration with City Film Liaison in requested scouting, contact information and assistance to Film Industry Professionals interested in filming in the area

**3<sup>rd</sup> Quarter Deliverable update: This is ongoing as many productions film in both the City and the County and many times also go into the Mora area.**

6. Continue collaboration with Casting Directors to have local Casting Calls for job creation

**3<sup>rd</sup> Quarter Deliverable update: We recently partnered to sponsor a NM Film Guide for Sundance 2024 and SXSW which are internationally attended.**

7. Continue collaboration with Film Industry Professionals/City and County Officials in bringing in a State Film Museum, Film Production Studios, Film Production Offices, and an online film permitting process created by Santa Fe Film Office

**3<sup>rd</sup> Quarter Deliverable update: The State Film Museum collaboration is at a standstill, but we are still working diligently on building and/or acquiring land and investors for studios. We have identified 2 locations for Film Production Offices and one private location for a mill, all of which are available for film production use and will be used in upcoming filming. We continue to search out facilities for filming use.**

8. The Chamber will offer classes in Background Actor Information, Rights and Set Etiquette in collaboration with leaders in the NM Background Acting Association



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**3rd Quarter Deliverable update: Achieved on October 28<sup>th</sup> at the Train Station**

**Conference room and many have signed up to Casting databases as well as our own.**

D. Tourism Initiatives

1. Continue to research and add tourist locations to our information database as outdoor tourism increases and locations are being sought

**3<sup>rd</sup> Quarter Deliverable update: This is ongoing and the Visitor's Center staff also take it upon themselves to do research and gather information, go to businesses or places that they can get information and also call and request information as tourists demands change or increase.**

2. Create a process to input the tourist information we collect into a comprehensive data report and make available for tourism marketing initiatives

**3<sup>rd</sup> Quarter Deliverable update: We have forwarded the information that we have created in collaboration with City staff to Sunny 505 as well as attending their focus groups and have them present at our monthly CED meeting. We have also attended SM County Lodgers Tax meeting to give information on the materials most asked for at the Visitor's Center and the needs that need to be filled with a complete City/County and community wide tourism approach. Our desire is to be inclusive and considerate of all businesses, venues, and tourist attractions and activities in the City and County.**

3. Assist local businesses and non-profits in developing a yearlong marketing plan of events that is inclusive and/or considerate of every licensed business

**3<sup>rd</sup> Quarter Deliverable update: We have shared our information with Sunny 505 and as we have limited staffing and finances, we feel that it is best to share our information with this entity as to not duplicate services or reinvent the wheel. We will continue to also share our information with SM County Lodgers Tax board as they work on tourism in their area as well.**

4. Lead the community in the NM Department of Tourism's Rural Tourism Incubator

Las Vegas - San Miguel Chamber of Commerce

P. O. Box 128

505-429-2436

Las Vegas, NM 87701

[lvschamberofcommerce@gmail.com](mailto:lvschamberofcommerce@gmail.com)



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Application and develop a strategic tourism plan in line with the NM True brand (if approved by NMDT)

**3rd Quarter Deliverable update: We will not be able to accomplish this due to limited staffing and finances, we also do not want to duplicate the City's services with Sunny 505 or NM True.**

5. Research and create and updating a new Film Tour Guide in collaboration with the NM Film Office and the City Film Liaison

**3<sup>rd</sup> Quarter Deliverable update: Research has not continued due to staffing and financial restraints, but we are handing out our "Incomplete list" of films produced in this area**

6. Partner with Main Street de Las Vegas, and Las Vegas First for Legends Magazine

Advertising

**3<sup>rd</sup> Quarter Deliverable update: We accomplished this and sent out and distributed many of these books. Unfortunately, Legends magazine is no longer publishing**

@



Las Vegas San Miguel Chamber of Commerce  
500 Railroad Avenue P.O. Box 128  
Las Vegas, NM 87701 505-429-2436  
[lvsmchamberofcommerce@gmail.com](mailto:lvsmchamberofcommerce@gmail.com)

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### Visitor's Center Numbers for 2023

January 2023	45
February 2023	170
March 2023	249
April 2023	277
May 2023	463
June 2023	532
July 2023	637
August 2023	365
September 2023	432
October 2023	527
November 2023	261
December 2023	170

### **2023 Total of 4128 Visitors**

LVSM Chamber has also sent out 40 relocation/visitor packets since January 1, 2023 to December 2024. We do send out electronic information but requests have decreased post fire.

Previous years data is available as the LVSM Chamber created spreadsheets with the information that was available from previous Visitor's Center's Clerks whether staffed by the City or LVSM Chamber of Commerce.

**Professional Services Contract between the City of Las Vegas, New Mexico  
And Las Vegas/San Miguel County Chamber of Commerce**

This Professional Services Contract (“Contract”) is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (hereinafter” City”) and Las Vegas/San Miguel County Chamber of Commerce (hereinafter” Contractor”) on this 8<sup>th</sup> day of February 2023 (“Effective Date”). Throughout this Contract, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to as “Parties.”

**Recitals**

Whereas, the Contractor is a non-profit corporation, whose purpose is to stimulate economic development by supporting businesses through growing membership, providing services and benefits for those businesses within the City of Las Vegas and, promoting the community by creating, organizing, and managing events and projects; and

Whereas, the City commits financial support through February 7<sup>th</sup>, 2024, prorated on a quarterly or project completion basis in an amount during the contract period not to exceed Fifty Thousand dollars (\$50,000.00). Forty Five thousand dollars (\$45,000) is payable for the Scope of Work (**Exhibit A**) and in-kind services estimated at Five Thousand Dollars (\$5,000.00) in the form of office space and utilities, and use of Train Depot conference room subject to availability, to be paid to the Contractor under the terms and conditions of this Contract; and

Whereas, Contractor desires to provide such services under the terms and conditions of this Contract.

Now, therefore, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and agreements set forth in this Contract, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the City agree that Contractor shall perform the scope of work as attached as **Exhibit A** to this Contract, and the City and Contractor further agree as follows:

**1. Term.**

This Contract shall be effective from the date it is fully executed through February 7<sup>th</sup>, 2024 unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.

**2. Completion Schedule.**

Contractor shall complete the tasks identified in the Scope of Work no Later than February 7<sup>th</sup>, 2024.

**3. Compensation and Payment Schedule.**



The City shall pay Contractor on a timely basis as follows:

- A. The City shall pay Contractor for services satisfactorily rendered in an amount not to exceed a total of Forty Five Thousand Dollars (\$45,000). Such amount shall be paid to the Contractor upon receipt by the City of an invoice for quarterly payments of Eleven Thousand Two Hundred Fifty Dollars (\$11,250) on the condition that the Contractor has accomplished the scope of services outlined herein, to the satisfaction of the City.
- B. Invoices should be provided on or after May 30<sup>th</sup>, 2023, August 31<sup>st</sup>, 2023, November 30<sup>th</sup>, 2023, and February 7<sup>th</sup>, 2024. Payments shall be made to the Contractor within thirty days after the City certifies its acceptance of the Work in writing. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month.
- C. No further amount(s) shall be available under this Contract unless authorized by City Council resolution and embodied in written amendment to this Contract executed prior to the additional work being performed.
- D. Subject to the requirements of Paragraph (C), the City acknowledges that if it requests services outside the Scope of Work, Contractor will bill for these services at rates ranging from fifty dollars per hour (\$50.00) to seventy five dollars per hour (\$75.00) including gross receipts tax, depending on the experience of the individual providing the requested services.

#### 4. Termination.

- A. In addition to any other remedy provided by law, the City may terminate this Contract by written notice delivered to the Contractor or his agent in any of the following circumstances:
  - i. If the Contractor is in default in the performance of any term, condition or covenant of this Contract, and if the Contractor does not cure the default within five (5) working days after notice, or, if the default is of such nature that it cannot be cured completely within the five (5) day period; or
  - ii. If the Contractor fails to furnish a certificate of insurance within the time required by this Contract; or
  - iii. Upon written notice by the City to Contractor that sufficient funds are not available, in the City's sole discretion, to continue with this Contract.
- B. The Contractor may terminate this Contract if the City is in default in the performance of any material term, condition or covenant of this Agreement and if the City does not cure

the default within ten (10) days after notice, or, if the default is of such nature that it cannot be cured completely within the ten (10) day period.

- C. In no event shall termination of this Contract nullify obligations of either party prior to the effective date of termination.

#### 5. Contractor Independent from City.

Nothing in this Contract is intended or will be construed in any way as creating or establishing any partnership, joint venture or association or to make the Contractor an agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is and will remain a separate entity, related to the City only by the provision and conditions of this Contract. The Contractor, its agents, employees or subcontractors are not employees or agents of the City for any purpose whatsoever. The Contractor shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all sub-contractors. The Contractor and its agents, employees or subcontractors are not entitled to any of the benefits of the employees of the City, including without limitation Unemployment Compensation Law and Worker's Compensation coverage or benefits.

#### 6. 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.

#### 7. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Contract, unless specified herein or with the prior written approval by the City.

#### 8. Assignment.

The Contractor shall not assign or transfer any interest in the Contract, or assign any claims for money due, or to become due, under this Contract without the prior written approval of the City.

9. Taxes.

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 him under this Contract and the City shall have no liability for payment of such tax. Contractor also acknowledges that he, and he 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.

10. Business Insurance Requirements.

- A. 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 Contract 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.
- B. If the 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.
- C. The 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.
- D. The Contractor shall not begin any activities in furtherance of this Contract until the required insurance has been obtained and proper certificates of insurance delivered to the City Administrator. 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.

11. Workers' Compensation Insurance.

The 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.



12. 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 Contract unless specifically exempted by New Mexico law. Contractor further agrees to hold the City harmless from all claims for any injury or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Contract.

13. Release.

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

14. Non Agency.

Contractor agrees not to purport to bind the City to any obligation not specifically assumed herein by the City, unless the Contractor has expressed written approval and then only within the limits of that expressed authority.

15. Confidentiality.

Any information learned, given to, or developed by Contractor in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the City.

16. Conflict of Interest.

Contractor warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with his performance of services under this Contract.

17. Non Discrimination.

Contractor agrees that he, his employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

18. Scope of Agreement and Amendment.

This Contract 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.

19. Applicable law.

This Contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City.

20. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

21. Conformance to Laws.

The Contractor shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under the Contract. Contractor acknowledges that the Procurement Code Section 13- 1- 28 through 13- 1- 199, NMSA 1978, Comp., as amended. imposes civil and criminal penalties for its violation. In addition, Contractor acknowledges that New Mexico criminal statutes impose felony penalties for illegal bribes, or gratuities.

22. Work Product.

All work and work product produced under this Contract shall be and remain the exclusive property of the City and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the City, any such work or work product or copies thereof. If applicable, the provisions of Sec. 13-1- 123(b), NMSA (1978) as amended shall apply. Further. Contractor shall not apply for, in its name or otherwise. any copyright. patent or other property right or exclusive right relating to the City' s work product.

23. 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 1978, Section 41-4-1 through 41-4-30. 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.

24. Third Party Beneficiaries.

By entering into this Contract, 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. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary under this Contract.

25. Copy Effective as Original.

A copy of this Contract shall have the same force and effect as the original.

26. Notices.

All notices and communications required or permitted under this Contract shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand delivered to the street address of the receiving party set forth below; (ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (iv) five (5) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

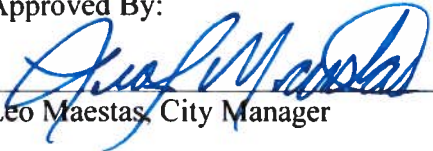
27. Miscellaneous.

Each individual who signs this Contract warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Contract on behalf of their respective entity. This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs and successors. Time shall be of the essence regarding all obligations of the parties herein. This Contract as written herein is the entire agreement of the Parties, and replaces any other prior or additional agreements between the Parties. In the event that any of the terms of this Contract 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 Contract shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Contract, 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 Governing Body.

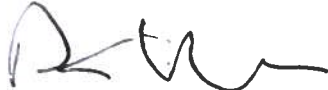
In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS

Approved By:

  
Leo Maestas, City Manager

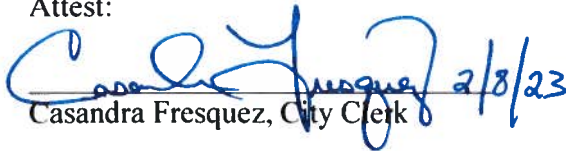
CONTRACTOR:

  
Phillip Martinez, President  
Las Vegas/San Miguel Chamber  
Of Commerce

Date: 2/8/23

Date: 2-13-23

Attest:

  
Casandra Fresquez, City Clerk



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## **Exhibit A**

### **Proposal for Scope of Services for the Las Vegas San Miguel County Chamber of Commerce** **Effective Date: February 2023-February 2024**

#### **A. Services Provided by LVSM Chamber of Commerce**

The LVSM Chamber has assisted in daily operations, tourist and relocation requests, record keeping and various other duties since August 2020. The operations and designated times have fluctuated due to CLV reorganization and staffing. We would like to offer the following solutions:

1. Full time operation of the City of Las Vegas' Visitor Center with additional LVSM Chamber staff Monday through Sunday, 8am to 5pm including lunch hours to equal 3,276 hours yearly.
2. Mirror the CLV Visitor's Center Clerk Job Description in order to remain consistent with the CLV requirements and vision of the purpose of the Visitor's Center.
3. Increase outreach to local businesses to make sure those that want to be represented at the Visitor's Center will be represented;
  - Visitors consistently come in daily for information about the city
  - Peak times are around holidays, March through December and train arrival times, 12:15pm and 2:15pm
  - Common questions are places to eat, places to stay (hotel, RV camp, AirBnB's, history of the area, Montezuma Hot Springs availability)
4. Continue to keep records of Tourists, location of hometown and purpose of visit.
5. Keep Visitor's Center stocked with appropriate information for the City of Las Vegas businesses such as hotels, restaurants, stores, shops, campgrounds, walking tours, etc.
6. Make sure that the information the Visitor's Center clerks provide in handouts, pamphlets and verbally is updated and current and Visitor's are given correct and valid information in which they can navigate knowledgeably throughout Las Vegas, thus, enjoying their stay.

**Las Vegas - San Miguel Chamber of Commerce**

**P. O. Box 128**

**505-429-2436**

**Las Vegas, NM 87701**

[lvsmchamberofcommerce@gmail.com](mailto:lvsmchamberofcommerce@gmail.com)



7. Coordinate and distribute the appropriate information as requested for both Tourist packets and Relocation packets;
  - Tourist packets contain Walking Tour guides, Restaurant, Hotel and Bar information, state parks information and tourist sites, etc.
  - Relocation packets contain Real Estate information, Rental Information, Educational Institution information, Walking Tour guides, Census information, etc.
8. Continue to work with Community Development in mailing out Visitor's Center Packets (Postage)
9. Assist the City of Las Vegas with research, promotion and workforce development of film production and also support of a state film museum.
10. Prepare and deliver quarterly reports along with the invoices per the dates in paragraph 3B of the contract.
11. The City requests a non-voting position on the Board of Directors, to be appointed by the Mayor, for the duration of this contract.

**B. Promotion of Chamber Members, New Businesses, Events and Non-profits**

The Chamber promotes City, County, Educational, Nonprofit and Regional events via radio, social media and eblasts as well as new businesses that approach the Chamber.

1. Provide Ribbon Cuttings for Grand openings or Grand re-Openings, keep both City and County Officials informed as well as dissemination of the event and posting a Facebook Live video or pictures for business promotion
2. Continue to have monthly CED Meetings, but add one sponsored monthly networking event in conjunction with, or in addition to the meeting
3. Continue to promote new businesses, City, County and regional events via radio, social media and eblasts
4. Seek to work with City and County to welcome new businesses and offer assistance in existing promotional avenues
5. Assist businesses in online representation of "Google My Business" listing



### **C. Economic Development Initiatives**

The Chamber works with numerous organizations and officials to facilitate and promote job creation, economic development opportunities for property owners, small business owners and individuals. The Chamber has taken the lead and fiscal responsibility in the creation of a joint County and City Film Commission with International membership with the Association of Film Commissioners International.

1. Continue collaboration with NM Workforce Development in promoting Hiring Events/Job Fairs, Casting Calls
2. Continue collaboration with International/National/State/County/City Officials and Educational Institutions to bring more filming projects
3. Continue collaboration with National/State/County/City Officials and Educational Institutions to assist in the creation of local filming jobs
4. Continue collaboration and travel with City Film Liaison to photograph and recruit more businesses, homeowners and place photos on Chamber's [lvsmfilmlocations.com](http://lvsmfilmlocations.com) website that is targeted to film makers seeking to film here as well as assist in getting them on NM Film Office website
5. Continue collaboration with City Film Liaison in requested scouting, contact information and assistance to Film Industry Professionals interested in filming in the area
6. Continue collaboration with Casting Directors to have local Casting Calls for job creation
7. Continue collaboration with Film Industry Professionals/City and County Officials in bringing in a State Film Museum, Film Production Studios, Film Production Offices, and an online film permitting process created by Santa Fe Film Office
8. The Chamber will offer classes in Background Actor Information, Rights and Set Etiquette in collaboration with leaders in the NM Background Acting Association

### **D. Tourism Initiatives**

1. Continue to research and add tourist locations to our information database as outdoor tourism increases and locations are being sought
2. Create a process to input the tourist information we collect into a comprehensive data report and make available for tourism marketing initiatives
3. Assist local businesses and non-profits in developing a yearlong marketing plan of events that is inclusive and/or considerate of every licensed business

**Las Vegas - San Miguel Chamber of Commerce**

**P. O. Box 128**

**505-429-2436**

**Las Vegas, NM 87701**



[lvschamberofcommerce@gmail.com](mailto:lvschamberofcommerce@gmail.com)



- 
4. Lead the community in the NM Department of Tourism's Rural Tourism Incubator Application and develop a strategic tourism plan in line with the NM True brand (if approved by NMDT)
  5. Research and create and updating a new Film Tour Guide in collaboration with the NM Film Office and the City Film Liaison
  6. Partner with Main Street de Las Vegas, and Las Vegas First for Legends Magazine Advertising

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[lvschamberofcommerce@gmail.com](mailto:lvschamberofcommerce@gmail.com) | [www.lasvegasnm.com](http://www.lasvegasnm.com)

 @lvschamberofcommerce |  @lasvegas\_nm





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

**Meeting Date:** January 17, 2024

**Date Submitted:** 1/8/24

**Department:** Community Development

**Item/Topic:** Presentation by Michael Peranteau, Executive Director of MainStreet giving a quarterly report.

**Fiscal Impact:**

**Attachments:** MainStreet Report and Contract #4002-23

**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 \_\_\_\_\_

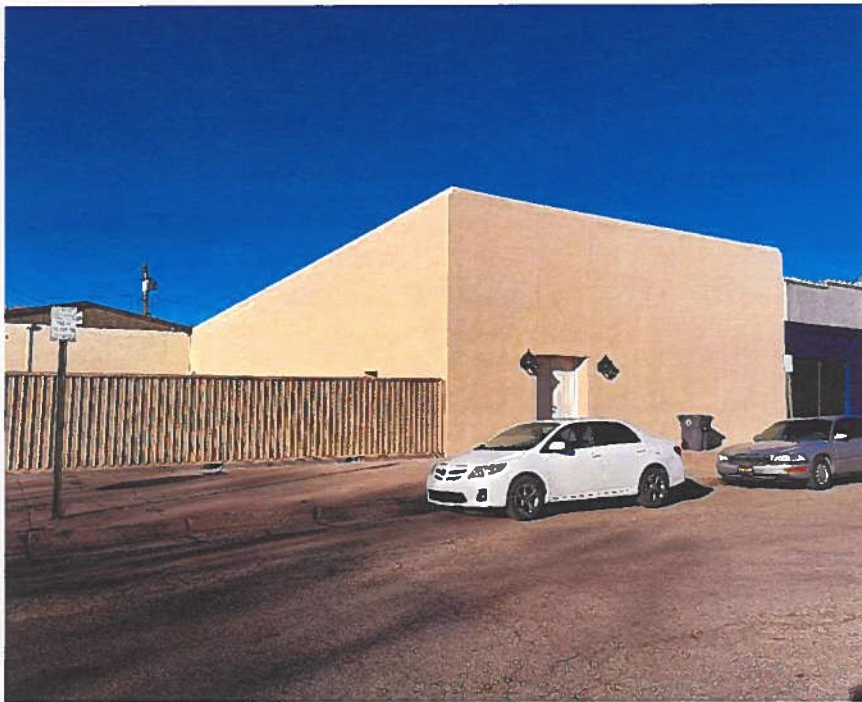
Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

**Second Quarter  
Report, City of Las  
Vegas, 2023-24  
Main Street de Las  
Vegas**

**October, November,  
December 2023**



# Second Quarter Economic Development Report



**During this quarter Main Street de Las Vegas had 2 businesses close, Paper Trail and Traveler’s Café and two new businesses open, Yokais Tavern and The Front Wear. One building sold on Bridge Street: Tito’s, the Hedgcock Building built in 1882. Major renovations were done to the original Optic Building on Douglas Avenue pictured on the left. Businesses opened and in the process of opening include The Vegan Hot Spot as well as a new boutique grocery store on Bridge Street.**

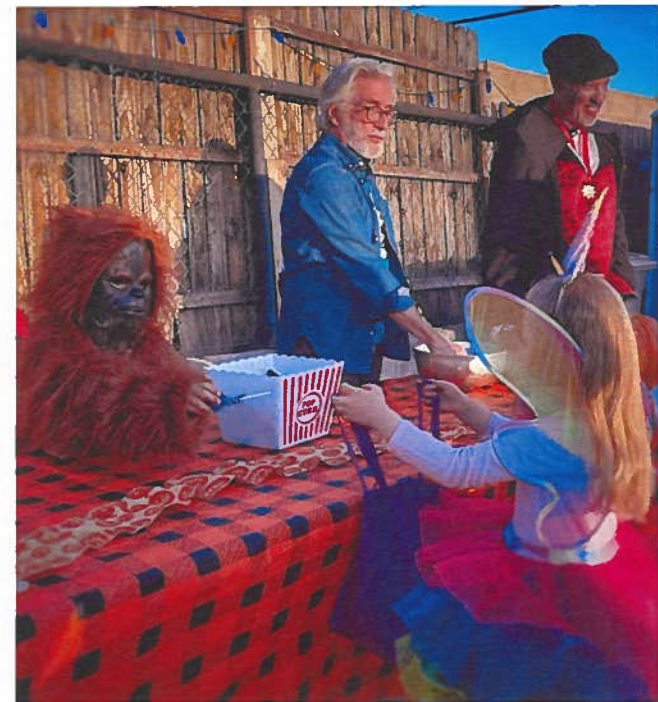
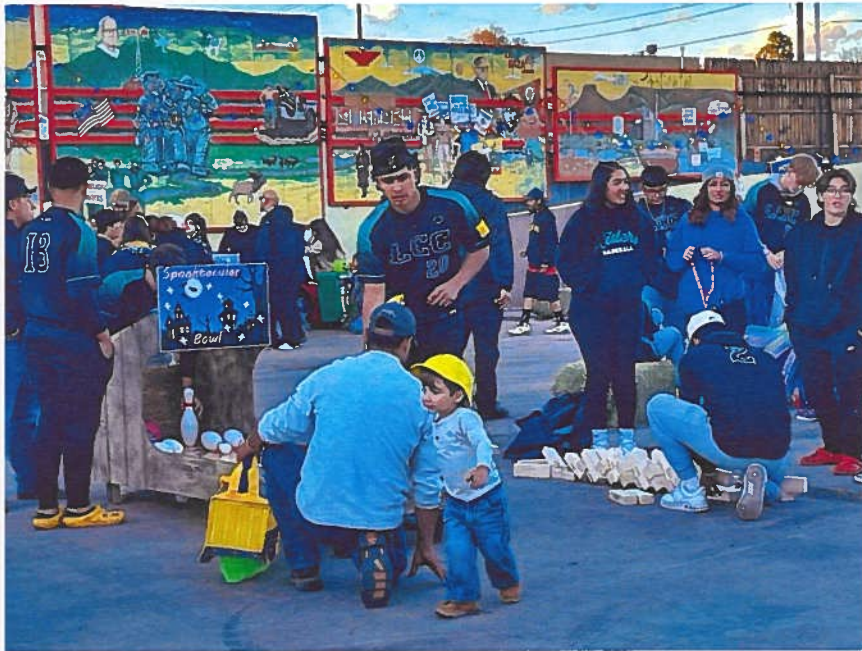
# 2024 Accreditation from New Mexico Main Street & Main Street America

**MSLV was accredited in November/2023. As a Main Street America™ Accredited program, MainStreet de Las Vegas is a recognized leading program among the national network of more than 1,500 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development. All Main Street America™ Accredited programs meet a set of National Accreditation Standards of Performance as outlined by Main Street America.**





# **BOOFEST 2023, “Assist with city community events in the Main Street District” MSLV had a booth at Boofest this year.**



# Vistas de Las Vegas City Wide Mural Project Update

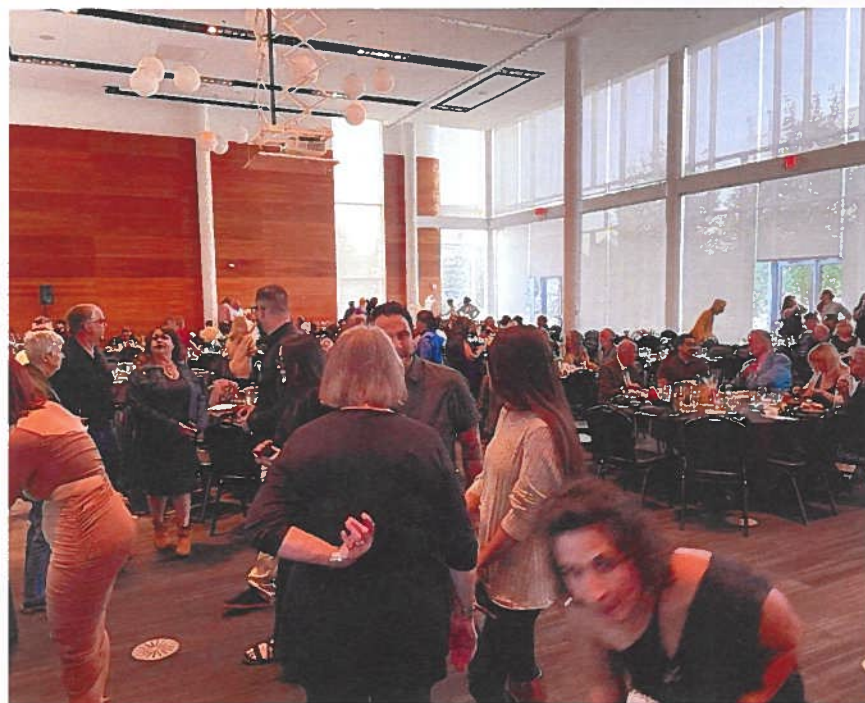
Mural #1 on Fire Station #1 at Legion & 7<sup>th</sup> is complete. Mural #2 by artist Pola Lopez (see photo) is almost complete. Once finished, it will be installed behind the caboose at the Visitor Center on South Grand. Murals # 3 & 4 will be started in the Spring of 2024. A one-year extension on the National Endowment for the Arts grant for this project was requested and received.





## **“Implement a capacity building strategy that enhances organizational resources and supports the long-term sustainability of MSLV” 2023 GALA**

MSLV’s annual Gala, Main Street Under the Stars, was back after 4 years. This year’s Gala was held on October 7 at Highlands Ballroom. Over 180 people attended and over \$20,000 was raised. This fundraiser helped MSLV raise enough funding to meet its fiscal obligations and enhanced our organizational resources.





**“Work with the City  
and local businesses  
and request no less  
than 3 Service  
Contracts”**

A service contract was requested in December with New Mexico Main Street architect William Powell to consult on repairs to Tito’s Building, the Hedgcock Building c. 1882 at 157 Bridge Street.



Professional Services Contract

Between the City of Las Vegas, New Mexico  
And  
MainStreet de Las Vegas

This Professional Services Contract ("Contract") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (hereinafter " City") and Mainstreet de Las Vegas (hereinafter" Contractor") on this 16<sup>th</sup> day of August, 2023.

RECITALS

WHEREAS, the Contractor is a non-profit corporation, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts. Three districts exist on the National and Local Registers of Historic Places they are the Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District; and

WHEREAS, the City commits financial support through August 16<sup>th</sup>, 2024, prorated on a quarterly or project completion basis in an amount during the contract period not to exceed Thirty Five Thousand Dollars (\$35,000.00). Thirty Thousand dollars (\$30,000) is payable for the Scope of Work (**Exhibit A**), and \$5,000.00 is paid in the form of in-kind services for the use of an office space, to be paid to the Contractor under the terms and conditions of this Contract; and

WHEREAS, Contractor desires to provide such services under the terms and conditions of this Contract.

Now, therefore, it is hereby mutually agreed by and between the parties that the Recitals and any exhibits are incorporated herein by reference, and Contractor shall perform the scope of work as attached as **Exhibit A** to this contract.

1. Term. This Contract shall be effective from the date it is fully executed through August 16<sup>th</sup>, 2024, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.
2. Completion Schedule. Contractor shall complete the tasks identified in the Scope of Work no later than August 16<sup>th</sup> 2024.
3. Compensation and Payment Schedule. The City shall pay Contractor on a timely basis as follows:
  - A. The City shall pay Contractor for services satisfactorily rendered in an amount not to exceed a total of Thirty Five Thousand Dollars (\$35,000).

B. In support of the implementation of projects and in fulfillment of the biannual MOU executed with New Mexico MainStreet, the City shall provide the following in-kind services to the Contractor during FY24:

- Grantwriting/application support for jointly-funded proposals (capital outlay, etc.)
- Staff time to support revitalization efforts such as assisting with district clean-up activities, physical improvement projects, events, etc.
- Equipment and supplies, if available and appropriate
- Continued use of City facilities for meetings

C. Method of Payment: The City shall pay Contractor in four (4) equal installments of \$7,500.00 on a quarterly basis of each fiscal year. The City shall provide the initial payment with the execution of the contract commencing on August ~~15<sup>th</sup>~~<sup>16<sup>th</sup></sup>, 2023. Thereafter, the Contractor shall provide quarterly reports, to be reviewed by the City Council prior to the subsequent quarterly payments. The quarterly reports shall provide detailed progress reports on the Scope of Work to include percent completion of each task. City shall provide subsequent quarterly payments in October, January and April upon submission of invoices and quarterly reports detailing progress with implementation of project deliverables in the previous quarter.

D. No further amount(s) shall be available under this Contract unless authorized by City Council resolution and embodied in written amendment to this Contract executed prior to the additional work being performed.

E. Subject to the requirements of Paragraph (C), the City acknowledges that if it requests services outside the Scope of Work, Contractor will bill for these services at rates ranging from fifty dollars per hour (\$50.00) to seventy five dollars per hour (\$75.00) including gross receipts tax, depending on the experience of the individual providing the requested services.

#### 4. Termination.

A. In addition to any other remedy provided by law, the City may terminate this Contract by written notice delivered to the Contractor or his agent in any of the following circumstances:

- i. If the Contractor is in default in the performance of any term, condition or covenant of this Contract, and if the Contractor does not cure the default within five (5) working days after notice, or, if the default is of such nature that it cannot be cured completely within the five (5) day period; or
- ii. If the Contractor fails to furnish a certificate of insurance within the time required by this Contract.

- B. The Contractor may terminate this Contract if the City is in default in the performance of any material term, condition or covenant of this Agreement and if the City does not cure the default within ten (10) days after notice, or, if the default is of such nature that it cannot be cured completely within the ten (10) day period.
  - C. In no event shall termination of this Contract nullify obligations of either party prior to the effective date of termination.
5. Contractor Independent from City. Nothing in this Contract is intended or will be construed in any way as creating or establishing any partnership, joint venture or association or to make the Contractor an agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is and will remain a separate entity, related to the City only by the provision and conditions of this Contract. The Contractor, its agents, employees or subcontractors are not employees or agents of the City for any purpose whatsoever. The Contractor shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all sub-contractors. The Contractor and its agents, employees or subcontractors are not entitled to any of the benefits of the employees of the City, including without limitation Unemployment Compensation Law and Worker's Compensation coverage or benefits.
  6. 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.
  7. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under this Contract, unless specified herein or with the prior written approval by the City.
  8. Assignment. The Contractor shall not assign or transfer any interest in the Contract, or assign any claims for money due, or to become due, under this Contract without the prior written approval of the City.
  9. Taxes. 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 him under this Contract and the City shall have no liability for payment of such tax. Contractor also acknowledges that he, and he 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.

10. Business Insurance Requirements.

- A. 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 Contract 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.
- B. If the 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.
- C. The 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.
- D. The Contractor shall not begin any activities in furtherance of this Contract until the required insurance has been obtained and proper certificates of insurance delivered to the City Administrator. 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.

11. Workers' Compensation Insurance. The 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.

12. Indemnification. Contractor agrees to indemnify, defend 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 Contract unless specifically exempted by New Mexico law. Contractor further agrees to hold the City harmless from all claims for any

injury or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Contract.

13. Release. Contractor agrees that upon final payment of the amount due under this Contract, Contractor releases the City from all liabilities, claims and/or obligations whatsoever arising from, or under this Contract.
14. Non Agency. Contractor agrees not to purport to bind the City to any obligation not specifically assumed herein by the City, unless the Contractor has expressed written approval and then only within the limits of that expressed authority.
15. Confidentiality. Any information learned, given to, or developed by Contractor in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the City.
16. Conflict of Interest. Contractor warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with his performance of services under this Contract.
17. Non Discrimination. Contractor agrees that he, his employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
18. Scope of Agreement, Amendment and Severability. This Contract contains the entire agreement and understanding between the City and Contractor with respect to the subject matter herein and all prior negotiations, writings, agreements and understandings are merged in and are superseded and cancelled by this Agreement. No statement, promise, or inducement made by the City or the Contractor, either written or oral, which is not contained in this Contract, is binding upon the City or Contractor. In the event that any word, phrase, section, portion or other part of this Contract is found and declared by a court of competent jurisdiction to be illegal, unenforceable or void ("Stricken Part"), this Contract shall continue in full force and effect without the Stricken Part.
19. Applicable law. This Contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City.

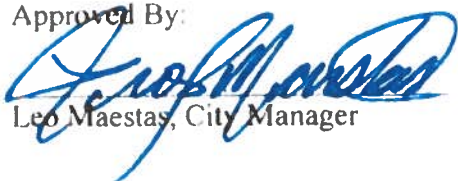
20. Penalties for violation of law. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
21. Conformance to Laws. The Contractor shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under the Contract. Contractor acknowledges that the Procurement Code Section 13- 1- 28 through 13- 1- 199, NMSA 1978, Comp., as amended, imposes civil and criminal penalties for its violation. In addition, Contractor acknowledges that New Mexico criminal statutes impose felony penalties for illegal bribes, or gratuities.
22. Work Product. All work and work product produced under this Contract shall be and remain the exclusive property of the City and Contractor shall not use, sell, disclose or otherwise make available to anyone ( individual, corporation or organization), other than the City, any such work or work product or copies thereof. If applicable, the provisions of Sec. 13- 1- 123(b), NMSA (1978) as amended shall apply. Further, Contractor shall not apply for, in its name or otherwise, any copyright, patent or other property right or exclusive right relating to the City' s work product
23. 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 1978, Section 41-4-1 through 41-4-30. 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.
24. 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. 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.
25. Copy Effective as Original. A copy of this Contract shall have the same force and effect as the original.
26. Notices. All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand-delivered to the street address of the receiving party set forth below;(ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the



street address set forth below; or (iv) five (5) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.


**CITY OF LAS VEGAS**

Approved By:

  
Leo Maestas, City Manager

Date: 8/16/23

**CONTRACTOR:**

  
Tasha Martinez, President  
MainStreet de Las Vegas

Date: 8/21/2023

Attest:

  
Casandra Fresquez, City Clerk



## ***2023-24 Scope of Services: Activities Reflecting Use of City Funds***

### **A. Core Services coordinated by New Mexico Main Street**

As part of the year-to-year, recurring Core Services in fulfillment of the roles, responsibilities and expectations identified in the Biannual Memorandum of Understanding (MOU) executed between the Contractor (MainStreet de Las Vegas), the City of Las Vegas and the New Mexico MainStreet (NMMS) program, the Contractor shall provide unified management and coordination for the revitalization and economic development activities in the historic Las Vegas business district in accordance with the guidelines and expectations of the National Main Street Center and the New Mexico MainStreet Program, State Coordinating body including:

- 1) Maintain a legally compliant 501c3 MainStreet organization to help revitalize and support economic growth within the designated Historic MainStreet District ("Downtown") in accordance with the NMMS guidelines and objectives.
- 2) Work closely with the City's elected officials and professional staff, and all appropriate organizations, individuals, and entities to augment the work of MainStreet's staff and board to bring projects to completion and meet common goals
- 3) Develop annual work plans in coordination with City that prioritize revitalization projects in the Las Vegas MainStreet district under the board-adopted Economic Transformation Strategies (Section B, below) created with the support of New Mexico MainStreet.
- 4) Implement a Capacity-Building strategy that enhances organizational resources and supports long-term sustainability of the MainStreet de Las Vegas (MSLV) program to engage the public-private partnerships with City government and the New Mexico MainStreet program
- 5) Provide a qualified, experienced Main Street Program Executive Director whose duties would be, among others, to provide compliance and reporting documentation for the Las Vegas MainStreet program and also to help coordinate revitalization projects in the historic commercial district.
- 6) Ensure adequate organizational progress toward completion of all compliance standards and operating guidelines established by the National Main Street Center and the NMMS program to maintain status as a MainStreet America Accredited Program.
- 7) Use NMMS reporting tools to track and communicate key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the district and serve as an information clearing house for this type of information in the community.  
Prepare and deliver quarterly summary reports to be submitted with invoices and four (4) quarterly presentations to the City Council or designated departmental staff outlining progress with service delivery, implementation of projects, and reporting of district

reinvestment statistics/impact measures. Participate in planning/coordination meetings City Manager, Community Development Director and other key City staff as needed.

**B. Additional Services to be Completed within the Current Fiscal Year**

In addition to the Core Services listed above, the Contractor shall complete the following activities in advancing the board-adopted Economic Transformation Strategies:

**Tasks to be completed as part of the City Contract in FY2023-24:**

**Transformation Strategy #1: Advocate for, advance and implement physical improvements throughout the district to catalyze property redevelopment including placemaking projects that stimulate tourism, pedestrianism, and business recruitment/retention.**

1) Coordinate with the City to complete the Great Blocks Railroad District construction: Provide assistance to the City of Las Vegas to complete for all phases of the Great Blocks Project in the Historic Railroad District.

Provide construction mitigation support via outreach, communications and updates to the residents and businesses.

2) Work with the City to complete streetscaping on East Lincoln with appropriate trees, plantings, trash receptacles, and benches

Work with the City to explore installing a gateway structure with assistance from New Mexico Main Street and approval by the New Mexico Historic Preservation Division

3) Organize community cleanup efforts in the Main Street District.

Plan and coordinate two district cleanups during the fiscal year, one in 2023 & one in 2024  
Coordinate volunteer teams for project implementation.

4) Continue partnership with the City of Las Vegas, the Las Vegas Arts Council, and Highlands University to help coordinate Vista de Las Vegas, a citywide mural project:

- Complete the remaining two murals by the end of the fourth quarter of 2023-24.

5) As requested by the City, assist with community wide Holiday events within the MSLV district such as Boo Fest, Christmas Parade and Tree Lighting, Easter Egg Hunt etc.

6) Continue to explore the Expansion of the Main Street District in Las Vegas to include South Pacific. A request was sent to the Executive Director of New Mexico Main Street in 2023. No decision has been reached yet. The State Legislature has to approve this request. There will be an update in the second quarter.

**Transformation Strategy #2: Create a focused, deliberate path to continue to revitalize and strengthen Las Vegas' downtown and commercial district's economy.**

- 1) Utilize NMMS reporting tools to track and communicate key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the MSLV district and serve as an information clearing house for this type of information in the community. MSLV shall include reports with this information to the City with the 2nd and 4th Quarter reports.
- 2) Inventory trash receptacles and benches in the entire Main Street District. Work with the City Manager on selection for new street furniture. Coordinate application to City of Las Vegas Lodgers Tax Advisory Board for trash receptacles and benches for the Main Street District.
- 3) Work with the City and submit no less than three (3) service requests to the NMMS program in FY 2023-24, to connect technical assistance to support the economic revitalization of the Main Street District. These service requests include economic vitality, promotion, organization, and design and will be requested in Quarters 2, 3, and 4.
- 4) Fundraise for and organize a façade squad for the Main Street District in Quarter 4.
- 5) Continue to work with the Urban Land Institute on the Housing Summit scheduled for September 13<sup>th</sup> of this year.



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

**Meeting Date:** January 17, 2024

**Date Submitted:** 1/9/24

**Department:** Executive

**Item:** Request approval to appoint one of the two applicants who submitted letters of interest for the Council seat for Ward four (4): **Christine Ludi or Joseph Dominguez.**

A public notice was sent out on December 20, 2023 seeking interest for vacant council seat in Ward 4 asking for letters to be delivered to City Hall by January 3, 2024.

**Fiscal Impact:**

**Attachments:**

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

Approved For Submittal By:  
Mayor David Romero

Reviewed By:

\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_



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

**Meeting Date:** January 17, 2024

**Date Submitted:** January 5, 2024

**Department:** Finance


**Item/Topic:** Approval of Resolution 24-02, The City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include an expense increase to Fund 101-4800 – Police Department – US Marshall in the amount of \$7,000 (to align revenue and expense). A rev/exp increase to Fund 268 – T-Mobile Hometown Grants 03-22 in the amount of \$50,300. A rev/exp increase to Fund 282 – Senior Center in the amount of \$5,000 and a rev/exp increase to Fund 433 – NM Aviation Department Grant in the amount of \$160,000.


**Fiscal Impact:** An expense increase to Fund 101 – General Fund in the amount of \$7,000, a rev/exp increase to Fund 268 – Capital Projects in the amount of \$50,300, a rev/exp increase to Fund 282 – Senior Center in the amount of \$5,000, a rev/exp increase to Fund 433 – NM Aviation in the amount of \$160,000.

**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. _____	Continued To: _____
Ordinance No. _____	Referred To: _____
Contract No: _____	Denied _____
Approved _____	Other _____

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 24-02**

**A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE  
2023-2024  
FISCAL YEAR**

**WHEREAS**, the Governing Body of the City of Las Vegas has developed a budget adjustment request for fiscal year 2023-24; and

**WHEREAS**, said budget was developed on basis of increases in revenue, expenditure and transfer (in) out through cooperation with all user departments, elected officials and other department supervisors; and

**WHEREAS**, the City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include an expense increase to Fund 101-4800 – Police Department – US Marshall in the amount of \$7,000 (to align revenue and expense). A rev/exp increase to Fund 268 – T-Mobile Hometown Grants 03-22 in the amount of \$50,300. A rev/exp increase to Fund 282 – Senior Center in the amount of \$5,000 and a rev/exp increase to Fund 433 – NM Aviation Department Grant in the amount of \$160,000.

**WHEREAS**, the Governing Body finds the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2023-24; and,

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the aforementioned budget adjustment request and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

ACCEPTED AND APPROVED this day \_\_\_\_\_ of January 2024.

\_\_\_\_\_  
Mayor David G. Romero

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk



CITY OF LAS VEGAS  
 RESOLUTION # 24-02  
 BUDGET ADJUSTMENT REQUEST  
 FISCAL YEAR 2024 as of January 17, 2024

RESOLUTION # 24-02	TYLER	DFA	DESCRIPTION	ASSET CASH	REVENUE	EXPENDITURES
POLICE DEPARTMENT	101-4800-710-6386	101-11000-3001-51900	US MARSHALL			\$ 7,000.00
CAPITAL PROJECTS	268-0000-540-5347	268-39900-0001-46900	T-MOBILE HOMETOWN GRANTS 03-22	\$	50,300.00	
CAPITAL PROJECTS	268-0000-780-8042	268-39900-2014-58040	T-MOBILE HOMETOWN GRANTS 03-22			\$ 50,300.00
SENIOR CENTER	282-6100-540-5796	282-21900-0001-47499	NM GROWN FRESH	\$	2,500.00	
SENIOR CENTER	282-6200-540-5796	282-21900-0001-47499	NM GROWN FRESH	\$	2,500.00	
SENIOR CENTER	282-6100-750-7125	282-21900-4008-57999	NM GROWN FRESH			\$ 2,500.00
SENIOR CENTER	282-6200-750-7125	282-21900-4008-57999	NM GROWN FRESH			\$ 2,500.00
NM AVIATION DEPT GRANT	433-0000-430-5352	433-39900-0001-47020	NMDOT AVIATION DEPT - LVS-24-01	\$	160,000.00	
NM AVIATION DEPT GRANT	433-0000-720-8607	433-39900-7001-58020	NMDOT AVIATION DEPT - LVS-24-01			\$ 160,000.00
			TOTALS	\$	215,300.00	\$ 222,300.00

**City of Las Vegas  
Police  
Department Budget 2024**

<b>General Fund 101 (11000)</b>	<b>Budget</b>
<b>Police</b>	
<b>4800 (3001 - LAW ENFORCEMENT)</b>	
	<b>2024</b>

430 53-66 US Marshal Service	15,000
440 54-03 New Court Fees - PD	50,000
450 55-04 Reimbursements/Refunds	25,963
450 55-38 Auction Items	30,000
Revenue Sub-total	120,963

710 62-03 PD Miscellaneous OT	
710 63-49 Full Time Employees	2,815,881
710 63-86 Other (Special Events)	
710 65-14 Police Officers	
710 66-02 Overtime	100,000
710 66-18 Shift Differential	
710 63-50 ODWI	
710 63-51 STEP	
710 63-52 HUD	
710 63-86 US Marshall Funding	8,000
710 63-54 Safety Increase	
Salaries Sub-total	2,923,881



T-MOBILE USA, INC.  
 12920 SE 38TH STREET  
 BELLEVUE, WA 98006  
 (425) 378-4000

3765629  
 12/21/2023  
 2000206622

Invoice Number	Inv. Date	Description	Deductions	Voucher	Amount Paid
HTG-Q323-008	12/06/2023	T-Mobile Hometown Grants-Q3-22	\$0.00	1101973012	\$50,300.00

Page 1 of 1

DO NOT ACCEPT THIS CHECK UNLESS THE FACE FADES FROM BLACK TO RED WITH LOGO IN BACKGROUND. THE BACK OF THIS DOCUMENT HAS HEAT-SENSITIVE INK THAT CHANGES FROM ORANGE TO YELLOW.



T-MOBILE USA, INC.  
 12920 SE 38th Street  
 Bellevue, WA 98006  
 (425) 378-4000

JPMorgan Chase Bank, N.A.  
 Syracuse, NY  
 50-937/213

3765629  
 12/21/2023  
 VID 2000206622

**\$\*50,300.00**

\*\*\*Fifty Thousand Three Hundred Dollars And No Cents

Pay  
 To  
 The  
 Order  
 Of  
 CITY OF LAS VEGAS NM  
 1700 N GRAND AVE  
 LAS VEGAS, NM 87701-4731

VOID AFTER 180 DAYS  
 THIS CHECK CLEARS THROUGH POSITIVE PAY

*[Handwritten Signature]*



Dominic Chavez <dchavez@lasvegasnm.gov>

---

**Re: NM Grown FY24 PO Increase**

1 message

---

**Wanda Salazar** <wsalazar@lasvegasnm.gov>

Fri, Jan 5, 2024 at 10:42 AM

To: Dominic Chavez <dchavez@lasvegasnm.gov>, Tim Montgomery <tmontgomery@lasvegasnm.gov>

Cc: "Joyce L. Romero" <jlromero@lasvegasnm.gov>

Good morning Dominic, Can you please increase the line items for Congregate and Home Delivery as follows:

Revenue

282-6100-540-5796 - \$2500

282-6200-540-5796 - \$2500

Expense

282-6100-750-7125 - \$2500

282-6200-750-7125 - \$2500

Please see attached PO from State of NM ALTSD which reflects this increase.

Please let me know if you have any questions.

Thank you

Wanda

*Wanda Renay Salazar, BSW*

**Community Services Director**

**City of Las Vegas**

**Email: wsalazar@lasvegasnm.gov**

**Phone: 505-425-9139**

Fax: 505-425-9587

Cell: 505-617-5069

" The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours"

"The happiest people don't necessarily have the best of everything; they just make the best of everything they have" Five simple rules to be happy: 1. Free your heart from hatred.2. Free your mind from worries, 3. Live simply, 4. Give more, 5. Expect less! Things are to be used, but People are to be loved ... Be yourself...This is the only day we HAVE - unknown

On Wed, Dec 20, 2023 at 9:17 AM Wanda Salazar <wsalazar@lasvegasnm.gov> wrote:

Good morning, can you please complete a BAR and increase the NM grown line items in congregate and home delivery, 7125, by \$2500 each. We were fined an additional \$5000. Please see attached. Thank you

Wanda

*Wanda Renay Salazar, BSW*

**Community Services Director**



# State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

## Aging and Long Term Services

2550 Cerrillos Rd.  
Santa Fe NM 87505  
United States

### Dispatched

<b>Purchase Order</b> 62400-0000022117	<b>Date</b> 07-20-2023	<b>Revision</b> 1 -
<b>Payment Terms</b> Pay Now	<b>Freight Terms</b> FOB Destination	<b>Ship Via</b> Best Way
<b>Buyer</b> Charles Augee-Martinez	<b>Phone</b>	<b>Currency</b> USD

### Dispatch Via Print

**Supplier:** 0000054343  
CITY OF LAS VEGAS  
1700 N GRAND AVE  
LAS VEGAS NM 87701-1700  
United States

**Ship To:** 8500 Menaul Blvd NE,  
Suite B350  
Albuquerque NM 87112  
United States

**Bill To:** 8500 Menaul Blvd NE,  
Suite B350  
Albuquerque NM 87112  
United States

**Origin:** EXE      **ExclExcl#:** 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	New Mexico Grown Produce & Allowable food items for senior meals. 7/1/23 & 6/30/24.  62400-04900-ZH5116-544500- -NMGROW- - -92324-H5116	1.00	EA	\$57,144.52	\$57,144.52	07/20/2023
<b>Schedule Total</b>					<u>\$57,144.52</u>	
<b>Item Total</b>					<u>\$57,144.52</u>	
2 - 1	Special Projects-New Mexico Grown Produce & Allowable food items for senior meals increase. 7/1/23-6/30/24  62400-04900-ZH5116-544500- -NMGROW- - -92324-H5116	1.00	EA	\$5,000.00	\$5,000.00	12/12/2023
<b>Schedule Total</b>					<u>\$5,000.00</u>	
<b>Item Total</b>					<u>\$5,000.00</u>	

7/20/23-Supporting documentation attached. CRA  
New Mexico Grown Produce & Allowable food items for senior meals. 7/1/23 & 6/30/24. A Request for Application (RFA) was advertised, and the Las Vegas Senior Center Program was awarded \$57,144.52 based on that RFA.  
8/9/23-Change order to add NMGROWN to Reporting Category. CRA  
12/12/23-SUpporting documentation attached. CRA  
Add 2nd line - Special Projects-New Mexico Grown Produce & Allowable food items for senior meals increase.

**Total PO Amount** \$62,144.52

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

**Authorized Signature**



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

**Meeting Date:** January 10, 2024

**Date Submitted:** 12/22/23

**Department:** Public Works

Item Topic: Request approval of purchasing a mower for the City of Las Vegas Municipal Airport in the amount of \$160,000.00, administered and funded through the New Mexico Department of Transportation Aviation Department. NMDOT Aviation Department funding amount being \$160,000.00 (100%).

Fiscal Impact: Providing City funds in the amount of \$160,000.00

Attachments: Application

**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 \_\_\_\_\_

**RESOLUTION 24-01**

City of Las Vegas

**A RESOLUTION FOR THE CITY OF LAS VEGAS TO ACCEPT A GRANT OFFER ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION(NMDOT) AVIATION DIVISION**

**WHEREAS**, the City of Las Vegas and the New Mexico Department of Transportation Aviation Division will enter into a joint and coordinated effort.

**WHEREAS**, the total cost of the project will be \$160,000.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation’s Aviation Division share shall be \$160,000.00 or (100%)
- b. City of Las Vegas proportional matching share shall be \$0 or (0%)

TOTAL PROJECT COST IS \$160,000.00

City of Las Vegas shall pay all costs, which exceed the total amount of \$160,000.00.

**Now therefore**, be it resolved in official session that the City of Las Vegas determines, resolves, and orders as follows:

That the project for this agreement is adopted and has a priority standing.

The agreement terminates on \_\_\_\_\_ and the City of Las Vegas incorporates all the agreements, covenants, and understanding 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 of Las Vegas to enter into an Agreement for Project Number LVS-24-01 with the New Mexico Department of Transportation Aviation Division for the year 2024-2025 for the purchasing of a mower and mowing equipment for the City of Las Vegas Municipal Airport within the control of the City of Las Vegas in Las Vegas/San Miguel County, New Mexico.

\_\_\_\_\_  
David Romero, Mayor

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk



NEW MEXICO DEPARTMENT OF TRANSPORTATION  
Aviation Grant Agreement Form



Date

Project Location

Sponsor

Address

City  NM Zip Code

Participation

Funding Breakdown

Contract No. \_\_\_\_\_

Project No.

Vendor No.

Expiration Date \_\_\_\_\_

Purchase Order No: \_\_\_\_\_

# AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

**Now Therefore,** pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

## 1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

### a. Project Description:

PURCHASE MOWER
----------------

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

	State		Sponsor		Other		Total
\$	<input type="text" value="160,000"/>	\$	<input type="text"/>	\$	<input type="text"/>	\$	<input type="text" value="160,000"/>

## 2. The Sponsor Shall:

- Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- Provide a representative from its organization who shall serve as the single point of contact for the Department.
- Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- Be responsible for all design and pre-construction activities.
- Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

**3. The Department Shall:**

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

**4. Both Parties Agree:**

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

**5. Method of Payment - Reimbursement.**

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

**6. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

## **7. Term.**

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

## **8. Termination for Cause.**

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

## **9. Disposition of Property.**

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

## **10. Representations and Certification.**

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

## **11. Assurances.**

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

**12. Third Party Beneficiaries.**

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

**13. New Mexico Tort Claims Act.**

As between the Department and the Sponsor, 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 the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

**14. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Terms of this Agreement.**

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

**16. Equal Opportunity Compliance.**

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

**17. Appropriations and Authorizations of State and Federal Funds.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

**18. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

**19. Applicable Law.**

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**20. Principal Contacts and Notices.**

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division  
3501 Access Rd C  
Albuquerque, NM 87106  
General Office: (505) 795-1401  
Fax: (505) 244-1790  
E-mail: Aviation.Division@dot.nm.gov

Name	DANNY GURULE		
Title	MANAGER PUBLIC WORKS		
Sponsor	LAS VEGAS, CITY OF		
Address	1700 GRAND AVE		
City	LAS VEGAS	NM	Zip Code 87701
Office Phone	+1 (505) 454-1401	Fax	+1 (505) 454-8036
E-Mail	DGURULE@LASVEGASNM.GOV		

**21. Amendment.**

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

**In witness whereof**, each party is signing this Agreement on the date stated opposite of that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

Recommended by:

By: \_\_\_\_\_  
Aviation Division Director  
or Designee

Date: \_\_\_\_\_

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: \_\_\_\_\_  
Assistant General Counsel

Date: \_\_\_\_\_

**SPONSOR**

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

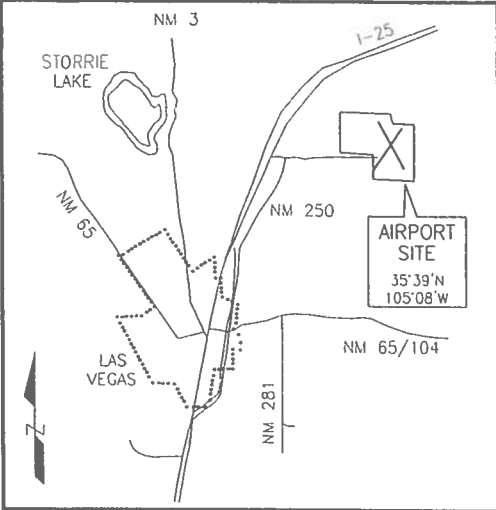


# EXHIBIT A

LAS VEGAS, NM

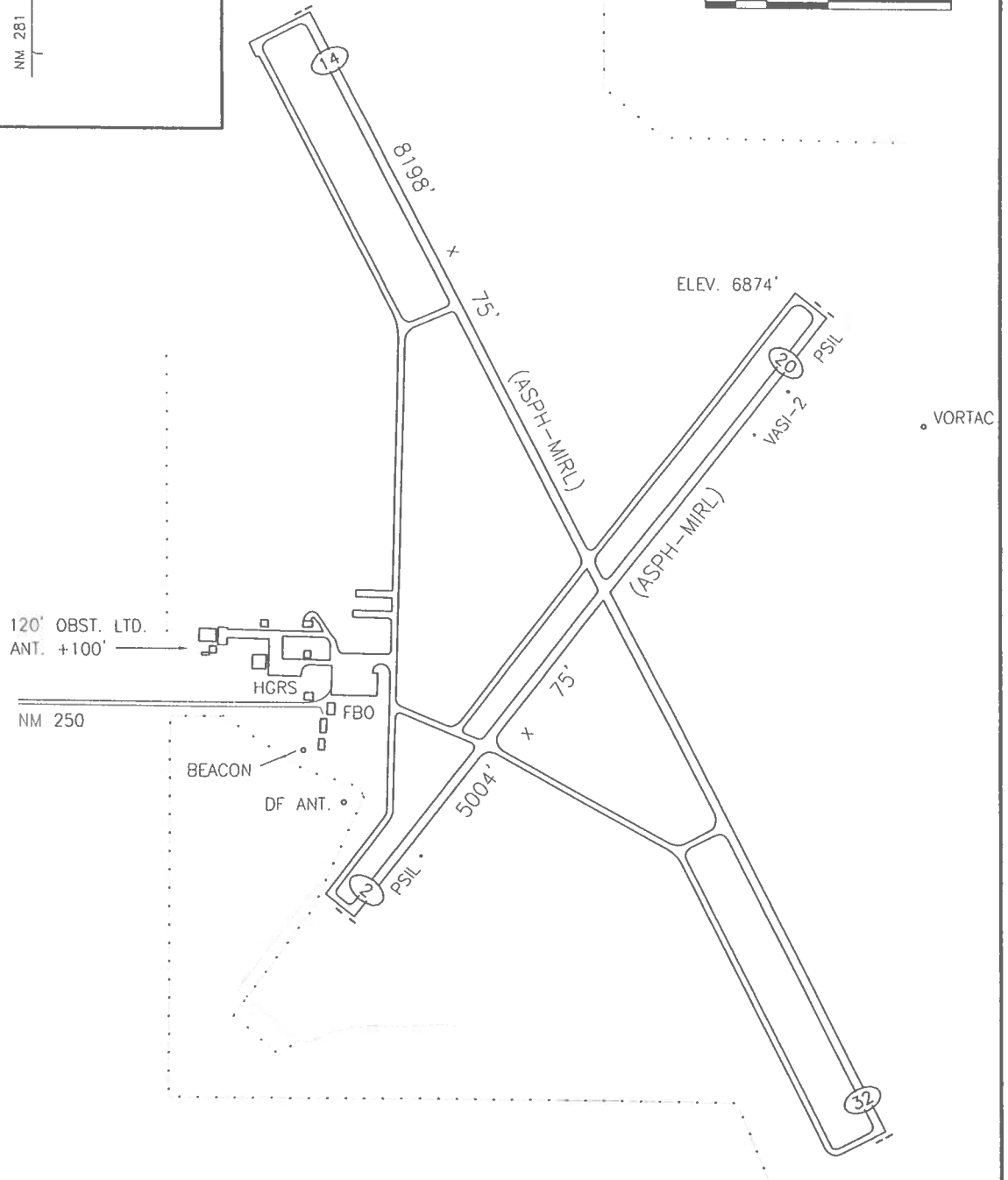
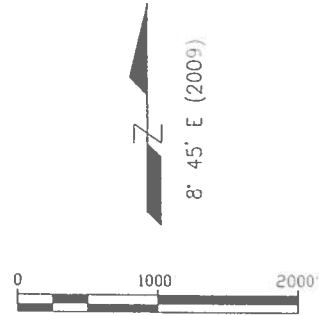
LAS VEGAS MUNICIPAL AIRPORT (LVS)

SITE NO. 14637.A



REMARKS:

1. QUAD. - 7.5 MIN. LAS VEGAS NORTHWEST



1/26/10

LASVEGAS\_LVS

# EXHIBIT B

**LOCATION:**  
Las Vegas Municipal Airport

**PROJECT:**  
Purchase Mower

<b>LAND ACQUISITION</b>	
<b>CONSTRUCTION</b>	
<b>ENGINEERING</b>	
<b>ADMINISTRATIVE (SPECIFY)</b>	
<b>INSPECTION</b>	
<b>TESTING</b>	
<b>EQUIPMENT</b>	<b>\$160,000</b>
<b>OTHER (SPECIFY)</b>	
<b>TOTAL</b>	<b>\$160,000</b>

**REMARKS:**  
Total includes all NMGRT's

**PROJECT COSTS: \$160,000**

**State Share (100%): \$160,000**



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

**Meeting Date:** January 17, 2024

**Date Submitted:** 1/9/24


**Department:** Parks & Recreation

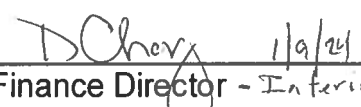
**Item/Topic:** Request approval of MOU between the City of Las Vegas (CLV) and Luna Community College (LCC).

The City of Las Vegas will make the land at Rodriquez Park Complex, specifically Henry Martinez baseball field and softball field which are newly turfed, available to LCC, under this agreement, buildings to include the concession stand, bathrooms and press box and equipment, for the sole purpose of holding baseball and softball activities (practices and games) The term of this MOU is for one year each fall and spring session and may be renewable annually for four (4) years upon the approval of the City Manager. The LLC will pay consideration to the CLV in the amount of \$20,000.00 for use of the property.

**Attachments:** MOU/Approval Form

**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:  1/9/24  
\_\_\_\_\_  
Finance Director - Interim

  
\_\_\_\_\_  
City Manager

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

**Resolution No.** \_\_\_\_\_  
**Ordinance No.** \_\_\_\_\_  
**Contract No.** \_\_\_\_\_  
**Approved** \_\_\_\_\_

**Continued To:** \_\_\_\_\_  
**Referred To:** \_\_\_\_\_  
**Denied** \_\_\_\_\_  
**Other** \_\_\_\_\_



# Approval Form

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

**\*Reviewed:**

[Signature]

01/05/2024

**Tim Montgomery, Interim City Manager**

**Date**

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

Date Submitted:

Department Submitting: Parks and Recreation

Submitter: Arturo Padilla, Director

Documents to be reviewed: MOU LUNA COMMUNITY COLLEGE Baseball/Softball

Deadline: \_\_\_\_\_

Submitter Comments: \_\_\_\_\_

Received by Human Resource: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager / HR Comments: \_\_\_\_\_

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

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

*Changes:*

Date: \_\_\_\_\_

**1** [Signature]  
Attorney Review

01-10-2024  
Date

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

**2** [Signature]  
Finance Director - Interim

1/9/24  
Date

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

**3** \_\_\_\_\_  
Tim Montgomery, Interim City Manager

Date: \_\_\_\_\_

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

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

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF LAS VEGAS  
AND LUNA COMMUNITY COLLEGE**

This agreement for Facility Seasonal usage agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 by and between the City of Las Vegas (hereafter "CLV"), a New Mexico home-rule municipality and Luna Community College (hereafter "LCC").

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

**RECITALS:**

**WHEREAS**, the City of Las Vegas is the owner of land at Rodriguez Park Complex located on Grant St. which is made available under this agreement;

**WHEREAS**, the City of Las Vegas will make the land at Rodriguez Park Complex, specifically, Henry Martinez baseball field and softball field which are newly turfed, available to LCC under this agreement, buildings to include the concession stand, bathrooms and press box, and equipment, for the sole purpose of holding baseball and softball activities (practices and games) during the spring season January 10 2024 – June 1, 2024.

**WHEREAS**, LCC 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, adults and students of Las Vegas, NM;

**WHEREAS**, this MOU addresses the relationship, roles and responsibilities of the parties with the primary purpose to establish a mutually beneficial working relationship for the utilization, maintenance, and upkeep of the all abovementioned 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:

**Rental of Property:**

1. LCC shall pay consideration to CLV in the amount of **\$20,000** for use of the property, for fall season August 14<sup>th</sup> to November 15, 2023 and spring season January 10<sup>th</sup> – June 1, 2024 baseball and softball fields.
  - a. **Payment shall be due as follow: \$10,000 due within 15 days of execution of this Agreement; and**
  - b. **The remaining \$10,000 due within thirty days from June 1, 2024.**
2. LCC agrees to deliver the Property, at the expiration of the season, in as good a condition as at the beginning of the season. If damage or breakage occurs, or if the Property is not cleaned up sufficient to satisfy CLV, LCC shall pay the costs of CLV to repair said damage/breakage or for proper cleaning.
3. **Additional equipment:** Any equipment furnished by LCC, shall be brought in, set up and taken down at the LCC sole expense. No outside equipment shall be left over or stored on the Property after season. LCC must replace any equipment that, in the CLV sole discretion, is destroyed, stolen or damaged by LCC members, competitors and/or spectators.
4. **Cancellation:** It is understood and agreed upon that this agreement is subject to cancellation if and when the CLV, in its sole discretion, finds that a cancellation of the use of the Property is warranted, at which time CLV shall inform LCC in writing within two weeks. Failure to comply with any of the terms and provisions of this MOU, LCC rights hereunder shall terminate at once and the CLV may enter the Property and expel the LCC, and LCC shall not have any remedies. Notice to quit possession and every other formality is hereby expressly waived by the LCC in case of default or violation of any of the terms of this agreement.
5. **General Liability Insurance:** LCC agrees to maintain in full force and effect during the term of this MOU **General Liability Insurance** coving bodily injury, disease illness or death and property damage liability. Comprehensive general liability coverage not less than \$1,000,000.00 limit per occurrence, including coverage for property damage, covering bodily injury and wrongful death and will increase according to industry standards. LCC shall furnish verification of insurance coverage to CLV within 30 days of signing this 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. LCC shall carry and maintain in full force and effect during the Term of this MOU and any renewal thereof, fire and extended coverage insurance upon all real property, alteration, alterations, additions and improvements in an amount equal to the replacement value of such real property, alterations additions and improvements. LCC, within ten (10) days after cancellation or expiration of any required coverage is to notify CLV in writing. CLV may deem MOU to be in default as stated in the following section and deserves the right to immediate possession of the property and all additions or improvements. In substantially damaged in whole or in part, and such loss is covered **by fire** and to replace or repair real property, additions or improvements, it must first use the proceeds to

clear the premises of all such buildings, additions and improvements including foundation, and thereafter the MOU will deem to be terminated.

7. **Hold Harmless: LCC 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 LCC, its officers, employees, servants, or against, or if caused by the actions of any client of LCC resulting in injury or damage to persons or property during the time when LCC or any officer, agent, assign, employee, servant thereof has or is performing services pursuant to this agreement. In the event that any action, suit or proceeding related to the services performed by LCC or any officer, agent, assign, employee, servant under this agreement is brought against LCC, LCC shall, as soon as practicable but no later than two (2) days after it received notice thereof, notify the legal counsel of the City by certified mail.
8. **New Mexico Tort Claims Act:** Any liability incurred by the City of Las Vegas in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Torts Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort claims Act.
9. **Third Party Beneficiaries:** By entering into this agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Contractor/Lessee. No person shall claim any right, title or interest under this agreement or seek to enforce this Agreement as a third party beneficiary under this Agreement.

**SCHEDULE FOR ALL FIELDS:**

Monday – Friday 8am – 7pm and Saturday 8am – 5pm

**GENERAL MAINTENANCE:**

The aforementioned parties shall cooperate with the CLV Parks department for the maintenance, care and upkeep of the baseball and softball fields and facilities such as bathrooms and press box located at Rodriguez Park Complex, including the provision of all labor, equipment, and materials necessary to accomplish the same. Maintenance, care and upkeep shall include, without limitation the following:

**LCC:**

1. Will utilize the aforementioned fields and buildings for their respective programs.
2. Will maintain a high quality standard of care in the upkeep of turf fields and buildings.
3. Will designate one Field Maintenance person to cooperate with CLV Parks crews to coordinate the agreement requirements and have basic lawn care, turf management and maintenance knowledge to maintain quality standard of care for the ball fields.



4. Will have the responsibility of using quality of care necessary for preparing and maintaining the fields for daily operation to include: grooming infield, outfield, cleanliness and sanitize benches, utilizing equipment, maintenance of turf, side tracks, and other areas of responsibility required to prepare for games and practices throughout season to include care and responsibility of turf maintenance.
5. Will have the responsibility of maintenance and upkeep of trash in bench areas, trash pickup outside of trash receptacles, bagging trash inside receptacles, trash in parking lots, fence lines and putting trash in dumpsters.
6. Press box and bathrooms will be available for use by LCC, and LCC will maintain standard quality of care and will be the responsibility of LCC for cleaning, security, upkeep and maintenance. They must remain locked when not in use.
7. LCC and LPLL will jointly utilize the Henry Martinez baseball field and softball field for their respective programs in the spring session and will agree to share schedules for practices and games so as not to interfere with the other, especially during April and May months.
8. All locks, if applicable, must be authorized and any changes must be approved by CLV. Keys will be issued to key LCC personnel only.
9. Security will need to be maintained at all times while utilizing fields and buildings. Access to the park is the responsibility of LCC and will maintain proper safety and security during practices and games.
10. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include, but not limited to, security, communication, trash, turf maintenance, and building responsibilities. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

**CLV:**

1. Will cooperate with LCC Field Maintenance person to coordinate this agreement requirements and have basic lawn care, turf management and maintenance knowledge to maintain quality standard of care for the two ball fields and facilities.
2. Will provide grooming of all vegetated areas around 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 on vegetated areas if applicable are the sole responsibility of CLV.
3. Will work with LCC to prepare fields for opening day, after opening day, daily quality standard of care and maintenance of fields will be the responsibility of LCC for their respective fields and respective seasons.
4. Will work with LCC to maintain a level of security at the Rodriguez Park Complex.
5. Will utilize a checklist to periodically inspect all fields to insure general maintenance and quality care expectations are being met by LCC. Designees from both parties will conduct a walk through before during and after each season.
6. All alterations or changes to buildings, surrounding areas and/or fields must be authorized by CLV.
7. Will schedule with Solid Waste scheduled dumpster pickup preferably twice a week.
8. 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 turf maintenance, materials, and building responsibilities, if any. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

**TERM:**

The term of this MOU is for one year each fall and spring season and may be renewable annually for four (4) years upon the approval of the City Manager.

**AGREEMENTS:**

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

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

**PRIMARY CONTACT:**

The parties intend that this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts/designees between the parties. The parties agree that all significant and formal communications, including any written notice, between the parties shall be made through and to the LCC President and the CLV City Manager.

The parties hereby agree to the foregoing MOU:

**CITY OF LAS VEGAS (CLV):**

**DATE:**

\_\_\_\_\_  
Tim Montgomery, Interim City Manager

\_\_\_\_\_  
Arturo Padilla, Parks and Recreation Director

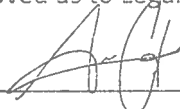
**LUNA COMMUNITY COLLEGE (LCC):**

\_\_\_\_\_  
Randy Krutsch, Athletic Director/Softball Coach

\_\_\_\_\_  
Erick Wright, Baseball Coach

\_\_\_\_\_  
Dr. Edward Martinez, President LCC

Approved as to Legal Sufficiency only:

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Casandra Fresquez, City Clerk

DATE:

**01-10-2024**



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

**Meeting Date:** January 17, 2024

**Date Submitted:** 1/9/24

**Department:** Parks & Recreation

**Item/Topic:** Request approval of MOU between the City of Las Vegas (CLV) and the Wolfpack Travel Baseball Team. (WTBT)

The City of Las Vegas will make the land at Keyes Park available to hold youth travel baseball practices from August 15, 2023 to April 1, 2024. The term of this MOU may be renewable annually upon the approval of the City Manager. The WTBT will pay consideration to the CLV in the amount of \$500.00 for use of the fields for the duration of the WTBT season.


**Attachments:** MOU/Approval Form

**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

 1/9/24  
\_\_\_\_\_  
Finance Director - Interim

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_



# Approval Form

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

**\*Reviewed:**

Tim Montgomery, Interim City Manager

01/05/2024

Date

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

Date Submitted:

Department Submitting: Parks and Recreation

Submitter: Arturo Padilla, Director

Documents to be reviewed: MOU WolfPack Travel Baseball Team

Deadline: \_\_\_\_\_

Submitter Comments: \_\_\_\_\_

Received by Human Resource: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager / HR Comments: \_\_\_\_\_

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

Approved / Disapproved: *(Reason for Disapproval):* \_\_\_\_\_  
Changes: \_\_\_\_\_ Date: \_\_\_\_\_

1 Attorney Review 01-10-2024  
Date

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

2 Finance Director - Faterim 1/9/24  
Date

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

3 \_\_\_\_\_  
Tim Montgomery, Interim 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.***

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF LAS VEGAS  
AND WOLFPACK TRAVEL BASEBALL TEAM**

This agreement for Facility Seasonal usage agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2024 by and between the City of Las Vegas (hereafter "CLV"), a New Mexico home-rule municipality and Wolf pack Travel Baseball Team (hereafter "WTBT").

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

**RECITALS:**

**WHEREAS**, the City of Las Vegas is the owner of land at Keyes Park on Mills Ave, which are made available under this agreement;

**WHEREAS**, the City of Las Vegas will make the land at Keyes Park available under this agreement to hold youth travel baseball practices from August 15, 2023 to April 1, 2024.

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

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

**WHEREAS**, this MOU addresses the relationship, roles and responsibilities of the parties with the primary purpose to establish a mutually beneficial working relationship for the utilization, maintenance, and upkeep of the all abovementioned 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:** WTBT shall pay consideration to CLV in the amount of \$500.00 for use of the fields, for the duration of WTBT season.
  - a. **Payment shall be due as follow: \$250 due within 10 days of execution of this Agreement; and**
  - b. **The remaining \$250 due within thirty days from April 1, 2024.**
2. **Expiration of the Agreement:** WTBT agrees to deliver the Property, at the expiration of this agreement, in as good a condition as at the beginning of this agreement. If damage or breakage occurs, or if the Property is not cleaned up sufficient to satisfy CLV, WTBT 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 WTBT, shall be brought in, set up and taken down at the WTBT sole expense. No outside equipment shall be left over or stored on the Property. WTBT 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 WTBT in writing within two weeks. Failure to comply with any of the terms and provisions of this MOU, WTBT rights hereunder shall terminate at once and the CLV may enter the Property and expel the WTBT, and WTBT shall not have any remedies. Notice to quit possession and every other formality is hereby expressly waived by the WTBT in case of default or violation of any of the terms of this agreement.
5. **General Liability Insurance:** WTBT agrees 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. WTBT agree to provide insurance verification to the CLV within 30 days or signing this agreement.
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. WTBT shall carry and maintain in full force and effect during the Term of this MOU and any renewal thereof, fire and extended coverage insurance upon all real property, alteration, alterations, additions and improvements in an amount equal to the replacement value of such real property, alterations additions and improvements. WTBT, within ten (10) days after cancellation or expiration of any required coverage is to notify CLV in writing. CLV may deem MOU to be in default as stated in the following section and deserves the right to immediate possession of the property and all additions or improvements. In substantially damaged in whole or in part, and such loss is covered **by fire** and to replace or repair real property, additions or improvements, it must first use the proceeds to clear the premises of all such buildings, additions and improvements including foundation, and thereafter the MOU will deem to be terminated.
7. **Hold Harmless:** WTBT agrees to defend, indemnify and hold harmless the city and its "public employees" as defined in the NM Torts Claim Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any sources with which may arise out of the



performance of this agreement, caused by the negligent act or failure to act by WTBT, its officers, employees, servants, or against, or if caused by the actions of any client of WTBT resulting in injury or damage to persons or property during the time when WTBT or any officer, agent, assign, employee, servant thereof has or is performing services pursuant to this agreement. In the event that any action, suit or proceeding related to the services performed by WTBT or any officer, agent, assign, employee, servant under this agreement is brought against WTBT, WTBT shall, as soon as practicable but no later than two (2) days after it received notice thereof, notify the legal counsel of the City by certified mail.

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 5pm – 8pm

#### GENERAL MAINTENANCE:

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

#### WTBT Responsibilities:

1. Will utilize the aforementioned fields and/or park for their respective program.
2. Will maintain a quality standard of care in the upkeep of all fields.
3. Will designate one Field Maintenance person to cooperate with CLV Parks crews to coordinate the agreement requirements and have basic lawn care and maintenance knowledge to maintain quality standard of care for the fields.
4. Will have the responsibility of maintenance and upkeep of trash in bench areas, trash pickup outside of trash receptacles, bagging trash inside receptacles, trash in parking lots, fence lines and putting trash in dumpsters.
5. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include soil material, lighting, 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 WTBT Field Maintenance person to coordinate this agreement requirements and have basic lawn care and maintenance knowledge to maintain quality standard of care for the fields.
2. Will utilize a checklist to periodically inspect all fields to insure general maintenance and quality care expectations are being met by WTBT. Designees from both parties will conduct a walk through.
3. Will schedule with Solid Waste scheduled dumpster pickup preferably twice a week (if applicable).
4. Will collect and dispose of all waste, trash bags and debris from within the premises of each field. All times settings for irrigation and water distribution is the sole responsibility of CLV.
5. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include field maintenance responsibilities, if any. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

**TERM:**

The term of this MOU may be renewable annually upon the approval of the City Manager.

**AGREEMENTS:**

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

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

**PRIMARY CONTACT:**

The parties intend that this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts/designees between the parties. The parties agree that all significant and formal communications, including any written notice, between the parties shall be made through and to the WTBT representative and the CLV City Manager.

The parties hereby agree to the foregoing MOU:

**CITY OF LAS VEGAS (CLV):**

**DATE:**

\_\_\_\_\_  
Tim Montgomery, Interim City Manager

\_\_\_\_\_

\_\_\_\_\_  
Arturo Padilla, Parks and Recreation Director

\_\_\_\_\_

**WOLF PACK TRAVEL BASEBALL TEAM**

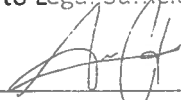
\_\_\_\_\_  
Craig Aragon, Team Coach  
AAU Representative

\_\_\_\_\_

\_\_\_\_\_  
Casandra Fresquez, City Clerk

\_\_\_\_\_

As to Legal Sufficiency Only:

  
\_\_\_\_\_  
City Attorney

01-10-2024



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

**Meeting Date:** 01/17/2024

**Date Submitted:** 01/09/2024

**Department:** Community Services

**Item/Topic:** Request to Approve GSA Contract #00-00000-20-00099 to TRANE US. INC, at a total cost with NMGR of \$291,240.92 for removal and upgrading the HVAC system at the Las Vegas Senior Center.

**Fiscal Impact:** Aging and Long Term Services awarded the Las Vegas Senior Center \$315,000 of which \$25,714.48 has been used for Engineer Services. The Financial Impact which will be paid out of the Senior Center Budget is \$1,955.40.

**Attachments:** Purchase Order (with all documents attached) issued to TRANE US INC., HVAC upgrade drawings, and General Services Department Purchasing Division Price Agreement #00-00000-20-00099.

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

Approved For Submittal By:

Department Director

Reviewed By:

Finance Director

City Manager

City Attorney (Approved as to Form)

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_



**CITY OF LAS VEGAS**  
 1700 North Grand Avenue  
 Las Vegas, New Mexico 87701  
 Phone: (505) 454-1401 Fax: (505) 454-8027

# PURCHASE ORDER

**PO Number:** 241156

**Date:** 01/03/2024

**Request #:** 401474

**Vendor #:** 08026

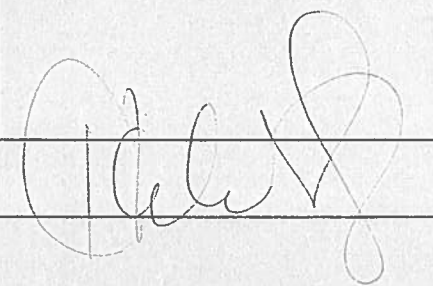
**ISSUED TO:** TRANE U.S. INC  
 PO BOX 98167  
 CHICAGO, IL 60693-

**SHIP TO:** City of Las Vegas  
 Attn: SENIOR CITIZENS CENTER  
 1700 N Grand Ave  
 Las Vegas, NM 87701

**Vendor Fax #:**

ITEM	UNITS	DESCRIPTION	PRICE	PROJ	GL ACCOUNT NUMBER	AMOUNT
1	0	Bond	0.00		217-0000-780-8119	3,332.88
2	0	REMOVE & REPLACE 4 HVAC UNITS/FABRICATE STAND INCLUDES MECHANICAL, ELECTRICAL & CONSTRUCTION	0.00		217-0000-780-8119	264,414.00
3	0	Bond	0.00		282-6100-750-7401	602.00
		Remainder of Bond SPD 00 00000 20 00099 EXP 12/9/2024			282-6400-750-7401	338.02
		Remainder of Bond SPD 00 00000 20 00099 EXP 12/9/2024			282-6200-750-7401	642.52
		Remainder of Bond SPD 00 00000 20 00099 EXP 12/9/2024			282-6300-750-7401	372.86
4	0	NMGRT 8.1458%	0.00		217-0000-780-8119	21,538.64

**DEPARTMENT ORDER**

**Approved By:** 

**Date:** 1/5/2024

<b>SUBTOTAL:</b>	291,240.92
<b>TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	291,240.92

- Original invoice plus one copy must be sent to: City of Las Vegas, 1700 North Grand Avenue, Las Vegas, NM 87701.
- Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
- C.O.D. shipment will not be accepted.
- Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
- All goods are to be shipped F.O.B. Destination unless otherwise stated.
- All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
- All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
- Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
- Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
- The City is exempt from all federal excise and state tax - ID# 85-6000149



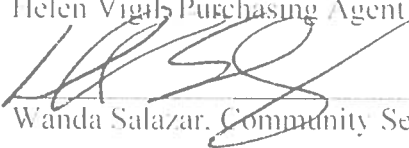
# City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | [lasvegasmn.gov](http://lasvegasmn.gov)

**Mayor David G. Romero**

## MEMORANDUM

TO: Helen Vigil, Purchasing Agent Supervisor

FROM:   
Wanda Salazar, Community Services Director

DATE: December 28, 2023

RE: RTU Installation at Senior Center

Requesting a Purchase Order for construction services to Trane U.S. Inc., to install a new HVAC system at the Senior Center in the amount of \$291,240.92.

Original Contract Value:	\$291,240.92
Subtotal:	\$264,414.00
NMGRT 8.1458%:	\$21,538.64
Bond:	\$5,288.28

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

XC: File

David Ulibarri  
Councilor Ward 1

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

Vacant  
Councilor Ward 4

**CITY OF LAS VEGAS REQUISITION FOR PURCHASE**

Open PO

PURCHASE ORDER NO.: ~~401474~~ 401474 JR 1/3/24

REQUIREMENTS	CHECK APPROPRIATE BOX	DATE:	12/28/2023
PURCHASES UNDER RESOLUTION #14-18 STATE PROCUREMENT CODE:			Dept. Order
<input type="checkbox"/> \$0 TO \$19,999.99	Best Obtainable Price; Requires 3 telephoned, written, faxed or e-mailed quotes;		
<input type="checkbox"/> \$20,000.00 TO \$59,999.99	Requires 3 written and signed quotes; (Goods or services)		
<input type="checkbox"/> \$60,000.00 AND OVER	Formal Process (Requires RFQ, RFP, RFB, etc.)		
<input type="checkbox"/> BID NO.: _____	AWARDED: _____ / _____ / _____	CONTRACT NO.: _____	
(RECORD BID NUMBER, AWARDED DATE, AND CONTRACT NUMBER ABOVE)			
<input type="checkbox"/> SPD CONTRACT;	SPD NO.: _____	EXPIRES: _____ / _____ / _____	
<input type="checkbox"/> EXEMPT PURCHASE;	Provide Section No. _____		
<input checked="" type="checkbox"/> GSA CONTRACT;	GSA NO.: 00-00000-20-00099	EXPIRES: 12/19/2024	
<input type="checkbox"/> PROFESSIONAL SERVICES;	_____		
<input type="checkbox"/> SOLE SOURCE: REQUIRES DETERMINATION AND MUST BE POSTED ON CLV WEBSITE FOR 30 DAYS PRIOR TO PROCURING GOODS AND/OR SERVICES.			
<input type="checkbox"/> OTHER CITY CONTRACT: NO: _____	EXPIRES _____ / _____ / _____		
<input type="checkbox"/> EMERGENCY; _____ SECTIONS 13-1-127 STATE PROCUREMENT CODE			

**STATEMENT OF NEED: (Must Complete)**  
*Senior Center RTU Change*

\*IN COMPLIANCE WITH THE PROCUREMENT CODE #14-18 THE FOLLOWING QUOTES WERE OBTAINED\*

DATE	NAME OF VENDOR	PHONE NUMBER	PERSON CONTACTED	PRICE QUOTED
12/21/2023	Trane US Inc.	(505) 884-2044	Mark Fafard	\$264,414.00

(If needed, attach additional quote documentation to this requisition)

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	SUB TOTAL
1	1	EA	RTU Change	\$264,414.00	\$264,414.00
2	1	EA	NMGRT 8.1458%	\$21,538.64	\$21,538.64
3	1	EA	Bond	\$5,288.28	\$5,288.28
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

VENDOR: *Trane U.S. Inc.* TOTAL: \$ 291,240.92  
 ADDRESS: 5501 San Deigo Ave NE Albuquerque, NM 87113

NM CRS NO.: \_\_\_\_\_ FEDERAL TAX NO.: \_\_\_\_\_

I CERTIFY THAT THIS PURCHASE IS NECESSARY AND THAT THE REQUESTED ITEMS WILL BE PURCHASED AT THE LOWEST BID OR BEST OBTAINABLE PRICE.

BUDGET \$ 315,000.00  
 EXPENDED TO DATE \$ 22,988.20  
 CURRENT EXPENSE \$ 287,285.72  
 BALANCE \$ ~~0~~

*[Signature]* 12/29/23  
 SIGNATURE OF PERSON REQUESTING  
 217-0000-780-8119-239,285.92  
 FUND DEPARTMENT ACTIVITY

APPROVED BY: \_\_\_\_\_ BUDGET AVAILABLE YES:  NO: \_\_\_\_\_



# CITY OF LAS VEGAS REQUISITION FOR PURCHASE

PURCHASE ORDER NO.: ~~401444~~ 401474 <sup>JR</sup> 1-324

REQUIREMENTS

CHECK APPROPRIATE BOX

DATE: 12/28/23

PURCHASES UNDER RESOLUTION #14-18 STATE PROCUREMENT CODE:

- \$0 TO \$19,999.99 Best Obtainable Price Requires 3 telephoned, written, faxed or e-mailed quotes.
- \$20,000.00 TO \$59,999.99 Requires 3 written and signed quotes (3 goods or 2 services)
- \$60,000.00 AND OVER Formal Process (Requires REQ. RFP REQ. etc.)

BID NO. \_\_\_\_\_ AWARDED: \_\_\_\_/\_\_\_\_/\_\_\_\_ CONTRACT NO. \_\_\_\_\_ EXPIRES: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(RECORD BID NUMBER, AWARD DATE, AND CONTRACT NUMBER ABOVE)

SPD CONTRACT: SPD NO. \_\_\_\_\_ EXPIRES: \_\_\_\_/\_\_\_\_/\_\_\_\_

EXEMPT PURCHASE: Provide Section No.: \_\_\_\_\_

GSA CONTRACT: GSA NO.: 00-00000-20-00099 EXPIRES 12/9/2024

PROFESSIONAL SERVICES: \_\_\_\_\_

SOLE SOURCE: REQUIRES DETERMINATION AND MUST BE PROVIDED ON CITY WEBSITE FOR 30 DAYS PRIOR TO PROCURING GOODS AND/OR SERVICES.

OTHER CITY CONTRACT NO.: \_\_\_\_\_ EXPIRES: \_\_\_\_/\_\_\_\_/\_\_\_\_

EMERGENCY: \_\_\_\_\_ SECTIONS 14-1.2 STATE PROCUREMENT CODE

STATEMENT OF NEED: (Must Complete)

\* IN COMPLIANCE WITH THE PROCUREMENT CODE \* THE FOLLOWING QUOTES WERE OBTAINED

DATE	NAME OF VENDOR	PHONE NUMBER	PERSON CONTACTED	PRICE QUOTED

*If needed, attach additional quote document prior to this requisition*

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	SUB TOTAL
			Remainder of Bond		
			282-6100-750-7401-#602.00		
			6200-7507401-#642.52		
			6300-7507401-#372.86		
			6400-7507401-#338.02		
			<u>11955.40</u>		

VENDOR: \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NM CRS NO.: \_\_\_\_\_ FEDERAL TAX NO.: \_\_\_\_\_

I CERTIFY THAT THIS PURCHASE IS NECESSARY AND THAT THE RECORDS WILL BE MAINTAINED AT THE LOWEST BID OR BEST OBTAINABLE PRICE.

BUDGET \$ 5,500.00  
 EXPENDED TO DATE \$ 3,513.99  
 CURRENT EXPENSE \$ 1,955.40  
 BALANCE \$ 30.61

 12/29/23  
SIGNATURE OF PERSON REQUESTING

FUND \_\_\_\_\_ DEPARTMENT \_\_\_\_\_ ACTIVITY \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ BUDGET AVAILABLE: YES  NO



**TRANE**



Trane U.S. Inc.  
5501 San Diego Ave NE  
Albuquerque, NM 87113  
Phone: (505) 884-2044  
Fax: (505) 884-2449

December 21, 2023

City Of Las Vegas  
1700 N Grand Ave  
Las Vegas, NM 87701-8770  
(505) 454-1401

Site Address:  
City of Las Vegas Senior Center  
500 Sabino Street  
Las Vegas, NM 87701

**ATTENTION:** Wanda Salazar

**PROJECT NAME:** Las Vegas Senior Center RTU Change out Plans Dated 12-12-23.

**CO-OP OR FEDERAL CONTRACT ID:** GSA Schedule 47QSWA20D002A/ SPA 00-00000-20-00099

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

**SCOPE OF SERVICE:**

Furnish labor and materials per the stamped VE set drawings dated 12-12-23 To install 4 new rooftop units 1 new makeup air unit and 1 new split system for the director's office and assistance office to include the following:

**Mechanical**

- Fabricate and weld 2 new pitched roof stands for Combo units.
- Remove existing units and dispose of
- Receive 4 new units from Trucking Company.
- Add headers to support units per structural Engineer.
- Fabricate 2 Welded pitched steel stands and Fasten roof.
- Set each of the 2 new units on Stands with Crane.
- Fabricate new duct Flashings, transitions, and spiral.
- Cut Supply and return opening through roof and install flashings.
- Install internal liner on all outside ductwork to units.
- Provide and install condensate p traps to roof.
- Provide and install Gas piping from Owner's meter to roof top units as shown on drawings to new unit locations.
- Provide and install new gas flexes from new piping to new RTUs and provide new regulators.
- Provide Crane to set equipment.
- Install one new standalone split system with 1 outdoor unit and 2 indoor units per plan.

**Electrical**

- Provide power and standalone T Stats for 4 new RTU , 1 MUA and 1 Split AC unit.
- Disconnect of existing RTUs and MUA power to include controls to Kitchen exhaust hood.
- Power will be provided from existing panels and circuits.
- All power to be installed in conduit as described in electrical plans.
- Reuse and reinstall existing Smoke detectors as necessary. Tie back into fire alarm system by others

**Start up, Check Unit operation and Training.**

**One-year parts and labor warranty**

**PRICING AND ACCEPTANCE**

Subtotal	\$	264,414.00
Bond	\$	5,288.28
Tax @ 8.1458 %	\$	21,538.64
<b>Total Price</b>	<b>\$</b>	<b>291,240.92</b>

**CLARIFICATIONS**

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from December 21, 2023

**Additional Exclusions**

- Temporary cooling or heating equipment not included.
- Stucco, painting and patching is excluded.
- New roofing, roof patching, roof repair is excluded beyond areas of penetration.
- All work dealing with fire life safety systems, fire sprinkler systems, and smoke evacuation systems is excluded.
- Construction fencing, temporary offices, security is excluded.
- Asbestos or Hazardous Material Abatement excluded.
- Any items not specifically listed as scope of work is not included.
- Test and Balance is excluded.
- Liquidated or Consequential Damages not included.

I appreciate the opportunity to earn your business and look forward to helping you with all your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Mark Fafard  
Cell: (505) 681-1899

**CUSTOMER ACCEPTANCE**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchase Order

\_\_\_\_\_  
Acceptance Date

Trane's License Number: 352815

---

# LAS VEGAS SENIOR CENTER HVAC UPGRADE

1700 N.GRAND AVE.  
LAS VEGAS, NM 87701

ISSUED FOR CONSTRUCTION  
NOVEMBER 22, 2023

**1818 ENGINEERING**  
 1818 ENGINEERING  
 1818 ENGINEERING  
 SANTA FE, NM 87502  
 1818@1818ENGINEERING.CO  
 WWW.1818ENGINEERING.CO

CONTRACT NO. \_\_\_\_\_



DATE: 11/22/23

SHEET NO. \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

## LOCATION MAP



## DRAWING INDEX

- MECHANICAL**
- M001 MECHANICAL GENERAL NOTES, SCHEDULE, DETAILS, AND LEGEND
  - MD110 MECHANICAL DEMOLITION FLOOR PLAN
  - M110 MECHANICAL FLOOR PLAN
- ELECTRICAL**
- E001 ELECTRICAL GENERAL NOTES, LEGEND, DIAGRAMS AND SCHEDULES
  - ED130 ELECTRICAL DEMOLITION POWER FLOOR PLAN
  - E130 ELECTRICAL POWER FLOOR PLAN

## APPLICABLE CODES

- 2021 NEW MEXICO COMMERCIAL & RESIDENTIAL BUILDING CODE
- 2021 INTERNATIONAL EXISTING BUILDING CODE
- 2021 INTERNATIONAL RESIDENTIAL CODE
- 2013 SQUARE FOOTAGE CODE (SAPWD)
- 2012 NEW MEXICO ENERGY CONSERVATION CODE
- 2021 NEW MEXICO PLUMBING AND MECHANICAL CODE
- 2021 UNIFORM MECHANICAL CODE (UPMCO)
- 2021 UNIFORM PLUMBING CODE (UPMCO)
- 2012 UNIFORM SWIMMING POOL, SPA AND HOT TUB CODE
- 2020 NEW MEXICO ELECTRICAL CODE
- 2020 NATIONAL ELECTRICAL CODE
- 2017 NATIONAL ELECTRICAL SAFETY CODE

## BUILDING DATA

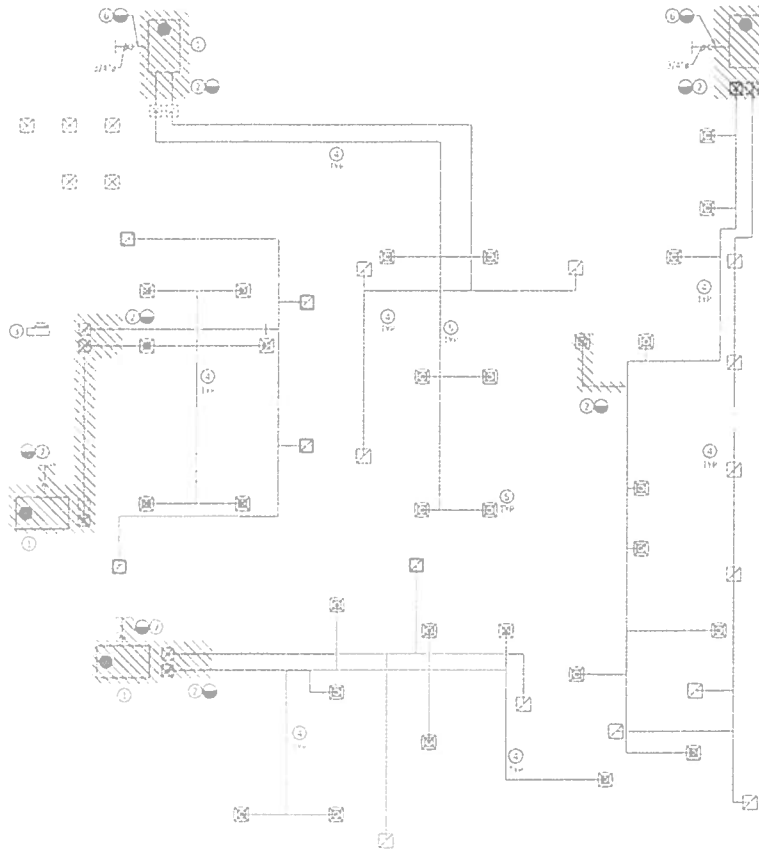
BUILDING CONSTRUCTION TYPE	V-33 (EXISTING)
BUILDING AREA (GSI)	10,960SF
EXISTING	
OCCUPANCY CLASSIFICATION	A-3 (EXISTING)
OCCUPANT LOAD	EXISTING TO REMAIN
AREA CALCULATIONS	EXISTING TO REMAIN
EXISTING REQUIREMENTS	EXISTING TO REMAIN
PLUMBING FITTURE COUNTS	EXISTING TO REMAIN
FIRE SPRINKLER	EXISTING TO REMAIN
HEIGHT AND STOREYS	EXISTING TO REMAIN
LAND USE ZONE	EXISTING TO REMAIN
LOCATION	LAS VEGAS, NEW MEXICO
SEISMIC LOCATION	EXISTING TO REMAIN

NO.	DESCRIPTION
1	
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PROJECT NO. 23030  
 SHEET 11-22-23  
 DRAWN BY: SC  
 CHECKED: JT  
 APPROVED: \_\_\_\_\_

**COVER SHEET**  
  
**CS**





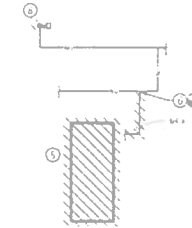
MECHANICAL DEMOLITION FLOOR PLAN  
1/6" = 1'-0"

**GENERAL SHEET NOTES:**

- A. COORDINATE WITH EC FOR DISCONNECTION AND REMOVAL OF ALL LINE VOLTAGE EQUIPMENT PRIOR TO CONSTRUCTION.
- B. COORDINATE WITH OWNER FOR ALL EQUIPMENT PROPOSED TO BE ABANDONED IN PLACE PER THE START OF WORK.
- C. PROVIDE PERMANENT CAPS ON ALL DUCTWORK CONNECTIONS REMOVED AND NOT TO BE REUSED. SEE NEW WORK.

**KEY NOTES:**

- 1. DISCONNECT AND REMOVE EXISTING ROOM TOP UNIT AS SHOWN. REMOVE DUCTWORK CONNECTIONS, ELECTRICAL EQ., AND NATURAL GAS CONNECTION.
- 2. DISCONNECT EXISTING DUCTWORK AT UNIT, SALVAGE FOR REUSE. SEE NEW WORK FOR RECONNECTION.
- 3. EXISTING CONDENSING UNIT TO REMAIN.
- 4. EXISTING DUCTWORK TO BE REUSED. SEE NEW WORK.
- 5. DISCONNECT AND REMOVE EXISTING MAKEUP AIR UNIT. SEE NEW WORK FOR REPLACEMENT.
- 6. DISCONNECT EXISTING NATURAL GAS PIPING AS SHOWN. SEE NEW WORK FOR REPLACEMENT.
- 7. DISCONNECT EXISTING NATURAL GAS PIPING FROM UNIT BACK TO CONNECTION TO MAIN NATURAL GAS PIPE. PERMANENTLY CAP. SEE MD10 FOR NEW WORK.
- 8. IN MD SECTION ON MAIN GAS PIPE DOWN STREAM OF METER. SEE MD10 FOR NEW WORK.



MECHANICAL DEMOLITION ROOF PLAN  
1/6" = 1'-0"



**TIPTON ENGINEERING**  
 P.O. BOX 23475  
 SANTA FE, NM 87502  
 (505) 818-1100  
 WWW.TIPTONENGINEERING.CO

SCALE: 1/8" = 1'-0"

ISSUED FOR CONSTRUCTION

PROFESSIONAL SEAL  

 ARLENE M. SALVO  
 LICENSE NO. 23542  
 STATE OF NEW MEXICO

**LAS VEGAS SENIOR CENTER**  
 HVAC UPGRADE  
 1700 N. GRAND AVE.  
 LAS VEGAS, NV 89701

ISSUED FOR CONSTRUCTION

ISSUED FOR CONSTRUCTION

NO.	DATE	DESCRIPTION





MECHANICAL DEMOLITION FLOOR PLAN

**MD110**













State of New Mexico  
General Services Department

Statewide Price Agreement

**Awarded Vendor:**  
0000011132  
Trane US Inc.  
5501 San Diego Ave NE  
Albuquerque, NM 87113  
  
Email: [pete.hugenroth@tranetechnologies.com](mailto:pete.hugenroth@tranetechnologies.com)  
Telephone No.: [888-290-5762](tel:888-290-5762)

Price Agreement Number: 00-00000-20-00099

Payment Terms: See Contract

F.O.B.: See Contract

Delivery: See Contract

**Ship To:**  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.

Procurement Specialist: Michael Saavedra

Telephone No.: 505-827-0610

Email: [Michael.Saavedra@state.nm.us](mailto:Michael.Saavedra@state.nm.us)

**Invoice:**  
  
As Requested

Title: **Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response**

Term: **March 31, 2020 thru December 9, 2024**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

  
\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 03/30/2019

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-00000-20-00099

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**Terms and Conditions**

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's quote, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this contract or procurement are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Inspection:**
  - a. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with the terms and conditions of the agreement shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
  - b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.
6. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
7. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT to the State Purchasing Agent.
8. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The

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rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

9. **Non-Collusion:** In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

10. **Nondiscrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

11. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, impose civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. **Items:** All supplied items are to be NEW and of most current production, unless otherwise specified.

13. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

14. **Workers' Compensation:** The Vendor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Vendor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

15. **Subcontracting:** The Vendor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Vendor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

16. **Records and Audit:** The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of six (6) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. **Subcontracts:** The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procuring Agency.

### **New Mexico Employees Health Coverage**

A. If Vendor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Vendor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceeds \$250,000 dollars.

B. Vendor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Vendor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee's work for Vendor within the State of New Mexico, regardless of

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the location of Vendor's office or offices; and

- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

### **Statewide Price Agreement**

#### **Article I – Statement of Work**

Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed herein. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

#### **Article II – Term**

The term of this Price Agreement, for issuance of orders, shall be as indicated in the Price Agreement.

#### **Article III – Conformance With Terms and Conditions**

Items and/or services furnished hereunder shall conform to the requirements, terms and conditions of the agreement and/or drawings applicable to items listed herein. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

#### **Article IV – Shipping and Billing Instructions**

Vendor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Vendor during the term; The Vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

#### **Article V – Termination**

The Agency may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Vendor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Vendor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Vendor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

#### **Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid, request for proposals and/or price agreement terms and conditions.

#### **Article VII – Indemnity Clause**

Vendor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendor's, and/or its



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employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

**Article VIII – Issuance or Orders**

Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**

Prices as listed in the agreements cannot be exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.

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 General Services Department  
 Purchasing Division  
 Price Agreement #: 00-00000-20-00099

Establish a Price Agreement based on GSA Contract # 47QSWA20D002A for **Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response**

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

Sample Reports can be found at: <http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: [GSD.QuarterlyUsageR@state.nm.us](mailto:GSD.QuarterlyUsageR@state.nm.us)

The periodic report shall include the gross total sales for the period subtitled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx Qty	Unit	Article and Description	Unit Price
001	1	Ea.	<b>Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response</b>	

\*\*\* 1 Item Total \*\*\*



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

**Meeting Date:** January 17, 2024

**Date Submitted:** 1/9/24

**Department:** Police Department

**Item/Topic:** Request approval of Memorandum of Agreement (MOA) between San Miguel County and the City of Las Vegas for Animal Sheltering Services.

The County will contribute \$50,000.00 for animal sheltering services. This MOA shall automatically renew each year, unless terminated by either party.

**Fiscal Impact:**

**Attachments:** MOA/Approval form

**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

 1/9/24  
\_\_\_\_\_  
Finance Director - Interim

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_



# Approval Form

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

**\*Reviewed:**

[Signature]

01/05/2024

**Tim Montgomery, Interim City Manager**

**Date**

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

Date Submitted: 1/5/2024

**Department Submitting:** Executive **Submitter:** Interim City Manager/Mayor

**Documents to be reviewed:** MOA between San Miguel County and the City of Las Vegas For Animal Sheltering Services (For Legal Sufficiency)

**Deadline:** ASAP

**Submitter Comments:** Please check for legal sufficiency.

Received by Human Resource: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager / HR Comments: \_\_\_\_\_

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

Approved / Disapproved: *(Reason for Disapproval):* \_\_\_\_\_  
Changes: \_\_\_\_\_ Date: \_\_\_\_\_

**1** [Signature]  
Attorney Review

01-10-2024  
Date

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

**2** [Signature]  
Finance Director Interim

1/9/24  
Date

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

**3** \_\_\_\_\_  
Tim Montgomery, Interim 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.***



**MEMORANDUM OF AGREEMENT**  
between  
**San Miguel County and the City of Las Vegas**  
For Animal Sheltering Services

This Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between San Miguel County, a political subdivision of the State of New Mexico (hereinafter referred to as 'County') and the City of Las Vegas, a political subdivision of the State of New Mexico (hereinafter referred to as 'City'). The parties may be referred to herein collectively as "the parties" and singularly as a "party";

**RECITALS**

**WHEREAS**, the County is in need of animal sheltering services for the County residents and their animals; and

**WHEREAS**, the City of Las Vegas has opened and is operating an animal shelter that can provide such services; and,

**WHEREAS**, the County is willing to contribute monetarily to the City, for operation of this service; and,

**WHEREAS**, the total annual amount the County is willing to contribute to the City of Las Vegas, for animal sheltering service is Fifty Thousand dollars (\$50,000); and,

**WHEREAS**, the City shall invoice the County quarterly;

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

**ARTICLE I**

Scope of Services. The City shall maintain a functional animal shelter and will accept animals from San Miguel County. This animal shelter shall comply with the State of New Mexico animal sheltering standards, as well as the approved Standard Operating Procedures of the City of Las Vegas. All County animals housed in this shelter shall be treated in compliance with the State of New Mexico animal sheltering standards.

The City shall accept animals from the San Miguel County Sheriff's Department on an as-needed basis.

**ARTICLE II**

Term. This MOA shall become effective upon final execution by both parties and shall automatically renew each year, unless terminated by either party.

### **ARTICLE III**

Termination. This MOA may be terminated by either party upon seven (7) days' written notice, with or without cause. If the Agreement is terminated, the City shall be compensated for services performed up to the date of effective termination.

### **ARTICLE IV**

Changes to MOA. This MOA may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

### **ARTICLE V**

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States post Office, postage prepaid and return receipt requested. Notices shall be sent to the following:

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

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

### **ARTICLE VI**

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

### **ARTICLE VII**

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

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

**San Miguel County**

**ATTEST:**

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Joy Ansley  
County Manager

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Louanna G. Ortega  
San Miguel County Clerk

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H. Chico Gallegos  
San Miguel County Attorney

**City of Las Vegas**

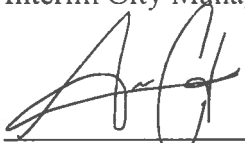
**ATTEST:**

---

Tim Montgomery  
Interim City Manager

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Casandra Fresquez  
City Clerk



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City of Las Vegas Attorney



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

**Meeting Date:** January 17, 2024

**Date Submitted:** 1/10/24

**Department:** Executive

**Item:** Discussion and Direction regarding Municipal Code, Section 440-25 Provision of municipal water services to nonmunicipal users.

Council is asked to discuss and consider amendments to the current ordinance regarding ETZ water taps.

**Fiscal Impact:**

**Attachments:** Municipal Code, Section 440-25

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

Approved For Submittal By:  
Mayor David Romero

Reviewed By:

\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_



**§ 440-25. Provision of municipal water services to nonmunicipal users. [Amended 4-16-1987 by Ord. No. 75-49]**

A. Requirements for municipal water services. Any person, firm, corporation or association, hereinafter referred to as "user," who resides or whose business is located outside of the City limits of the City of Las Vegas, New Mexico, and who shall request municipal water services shall hereafter be required to transfer water rights or a water supply payment to the City of Las Vegas in exchange for such services under the conditions contained herein and in the amounts which shall be determined by the governing body of the City of Las Vegas, New Mexico, by resolution duly adopted from time to time.

B. Conditions.

- (1) No new municipal water service connection outside of the City limits shall be approved by the City of Las Vegas, New Mexico, for any user until there has been completed a transfer to the City of Las Vegas water rights or water supply payment as shall be required by the governing body of the City of Las Vegas, New Mexico, when it is determined by the Water Director that water is available, according to the annual water allotment schedule based on annual average consumption for like-established enterprises.
- (2) The requirements stated herein for transfer of water rights shall be restricted to new municipal water service connections outside of the City limits as opposed to reconnection or renewal of terminated services, unless the type or establishment changes to a higher use in which case the difference between the previous use and higher use must be transferred.
- (3) The water right amounts required to be transferred under the schedule of terms shall be on a acre/foot consumptive use basis and contingent on approval for transfer to the City of Las Vegas under the rules, regulations and procedures required in compliance with the state water law; all costs in connection with such transfer shall be provided by transferor.
- (4) There will be no new municipal water service connections outside of the City limits approved by the City until there has been a completed transfer to the City of water rights to meet a minimum requirement or schedule based on annual consumption, and there may be situations wherein the proposed water service connection cannot furnish the required water right and a money amount shall be established in lieu of the required water rights. Therefore, water rights shall be established based on the following annual water allotment schedule:

<b>Category of Establishments/Enterprise</b>	<b>Annual Water Allotment Average Acre/Feet of Water</b>
Residential	0.4 each connection
Apartment/condominium complex	0.2 each unit
Motels**	0.3 each unit
Mobile trailer homes	0.3 each unit
Service stations**	0.5 each establishment
Car washes**	5 each establishment
Laundromats	0.3 each machine
Drive-in (eating establishments)	1.5 each establishment
Restaurants**	2.0 each establishment

NOTES:

**\*\* Average annual usage particularly for these category items may vary by specific establishments depending on size, type and complexity of operation. For example, motels with restaurants, bar and other facilities may use more water on a per unit basis than one without such facilities. Adjustments on an individual basis shall be made for any establishment which may deviate significantly from the average period.**

- (5) Other categories not included, such as hospitals, retail stores, business offices, etc., shall be determined on an individual basis by the City Council.
- (6) In the event that required water rights cannot be transferred to the City and if the City has sufficient water rights available, the City may allow the proposed water service connection upon payment in cash of \$1,500 per acre/foot of water needed on a consumptive basis. Nothing in this chapter shall require the City to sell any of the water rights it may own.
- (7) All future annexations will be considered upon submittal of a water plan consistent with this chapter and approved only after water rights or water supply payment have been transferred to the City of Las Vegas in the amounts determined necessary to provide municipal water services in the said area to be annexed.
- (8) Transfer of water rights, where applicable, will be required for any parcel of land on which building permits are issued.
- (9) The transfer of water rights, wherever applicable, in no way abolishes the requirement of tapping fees, extension fees or other costs or requirements of the City of Las Vegas regarding the provision of water.