



# City of Las Vegas

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

**Mayor David Romero**

## **CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING March 13, 2024–Wednesday– 5:30 p.m.**

San Miguel County Chambers  
500 W. National Avenue  
Las Vegas, NM 87701

---

### **AGENDA**

*City Council Meetings are  
Available via YouTube*

[https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view\\_as=subscriber](https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber)

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
- VIII. **COUNCILORS' REPORTS**
- IX. **CITY MANAGER'S REPORT**
- X. **APPROVAL OF MINUTES (February 14<sup>th</sup> and February 21, 2024)**

---

David Ulibarri  
Councilor Ward I

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

Marvin Martinez  
Councilor Ward 4

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

1. Request approval of Addendum #1 to Contract #3972-23, Arthur Regional Landfill, Inc. for Solid Waste tipping fees for the City of Las Vegas.

*Maria Gilvarry, Utilities Director* RFP #2023-14 was awarded on 6/1/23. Contract #3972-23 was signed on 6/1/23. The extended term of this agreement will be for 1 year.

2. Request approval of Addendum #1 to Contract #3965-23 DUB-L-EE, Inc. for maintenance and emergency repairs to the City natural gas transmission.

*Maria Gilvarry, Utilities Director* RFP #2023-12 was awarded on 5/2/23. Contract #3965-23 was signed on 5/2/23. The extended term of this agreement will be for 1 year.

3. Request approval of Addendum #2 to Contract #3875-22 with the Master's Touch, LLC for monthly mailing and postage for the Utilities Department.

*Maria Gilvarry, Utilities Director* RFP #2022-23 was awarded on 5/9/22. Contract #3875-22 was signed on 5/9/22. The extended term of this agreement will be for 1 year.

**XII. BUSINESS ITEMS**

1. Presentation by NMHU Regents speaking on a proposal to preserve the Highlands University Gene Torres Golf Course for Las Vegas and Consideration to provide funding in the amount of \$60,000.00 annually for 3 years.

*Tim Montgomery, City Manager* The City of Las Vegas is a partner with NMHU and San Miguel County who each will provide funding in the amount of \$60,000 for 3 years in order to continue the partners investments and keep the golf course operating.

2. Presentation by Clarity Collins with North Central NM Economic Development District and Consideration of a Request for Proposal ( RFP) to seek Disaster Legal Services for the City of Las Vegas, NM for damages sustained from the Hermits Peak Calf Canyon wildfires.

*Tim Montgomery, City Manager* The City of Las Vegas sustained significant damages as a result of the Hermit's Peak/Calf Canyon (HPCC) wildfire and is pursuing all available compensation in order to execute a full and effective recovery.

3. Consideration of a Request for Proposal (RFP) to seek Disaster Recovery Services for the City of Las Vegas NM current and future disasters.

*Tim Montgomery, City Manager* The City of Las Vegas sustained significant damages to water infrastructure as a result of the Hermit's Peak/Calf Canyon (HPCC) wildfire.

4. Request approval to award RFP #2024-17 and contract Grant Writing Services to Arch Consulting LLC.

*Arnold Lopez, Public Works Director* RFP 2024-17 was advertised in the Las Vegas Optic, Albuquerque Journal and City website on February 2, 2024. There was only one (1) proposer, Arch Consulting LLC.

5. Request approval to award RFP #2024-16 for the construction, reconstruction, pavement rehabilitation, drainage improvements, and miscellaneous construction to University Avenue to Pacheco Construction.

*Arnold Lopez, Public Works Director* The total cost of the project is \$2,069,088.70 which includes New Mexico Gross Receipts Tax. There were three (3) proposers, Pacheco Construction, Desert Fox and Magnum Construction.

6. Discussion and Direction of the Transportation Project Fund (TPF) funding FY 2025.

*Arnold Lopez, Public Works Director* Public Works is recommending funds if granted, to be used for the construction completion of El Creston Circle.

7. Request approval to award Carnegie Library Roof Replacement Project to All Seasons Roofing & Contracting.

*June Tafoya, Interim Community Services Director* There were three proposers, All Seasons Roofing & Contracting, Northeastern Construction and Rhino Roofing. There was approval from the Design Review Board and the Department of Cultural Affairs. This item was continued from the last Council meeting on February 14, 2024.

8. Request approval of Resolution No. 24-09 a proposal from DUB-L-EE for replacement of the six (6) inch steel natural gas line from Porter Street to the Valencia Tank.

*Maria Gilvarry, Utilities Director* The City's Gas Division currently has DUB-L-EE under Contract # 3965-23 for maintenance and emergency gas line repairs.

9. Request approval to award and contract RFP #2024-14, Pressure Reducing Valve (PRV) & Altitude Control Valve Maintenance to Curb Services Company.

*Maria Gilvarry, Utilities Director* RFP #2024-14 was advertised on January 26, 2024 and there was only one (1) proposer, Curb Services Company.

10. Request approval of Lodger's Tax funding in the amount of \$2,500 to South West Road Racing DBA WeBe Racing to fund the marketing and advertising campaign for the WeBe Racing Hare Scramble Round 1.

*Lucas Marquez, Community Development Director* The event will take place on March 23 through March 24, 2024 at Rodriguez Park and land west of Rodriguez Park.

11. Request approval of Lodger's Tax funding in the amount of \$5,000 to Las Vegas San Miguel Chamber of Commerce to fund the marketing and advertising campaign for the Car Show-Bike Show-Film Fun event.

*Lucas Marquez, Community Development Director* The event will take place on June 8, 2024 at the Plaza Park.

12. Request approval of Lodger's Tax funding in the amount of \$5,000 to Las Vegas San Miguel Chamber of Commerce to fund the marketing and advertising campaign for the Red Dawn 40<sup>th</sup> Anniversary event.

*Lucas Marquez, Community Development Director* The event will take place on August 9<sup>th</sup> through 11<sup>th</sup>, 2024 in multiple locations in Las Vegas and San Miguel County.

13. Request approval of Lodger's Tax funding in the amount of \$6,583.78 to the Las Vegas Citizens' for Historic Preservation to fund the marketing and advertising campaign for the places with a Past, Heritage week and Holiday Home Tour events.

*Lucas Marquez, Community Development Director* The event will take place from August 2024 through December 2024 in Las Vegas, NM.

14. Request approval of Lodger's Tax funding in the amount of \$18,500.00 to the City of Las Vegas to fund the marketing and advertising campaign for the 4<sup>th</sup> of July Fiestas event.

*Lucas Marquez, Community Development Director* The event will take place on July 4, 2024 through July 7, 2024 in the Plaza Park located in Las Vegas, NM.

15. Request approval of Lodger's Tax funding in the amount of \$16,000 to the City of Las Vegas to fund the marketing and advertising campaign for the Music in the Park events.

*Lucas Marquez, Community Development Director* The event will take place from May 2024 through the last Friday in September 2024 in the Plaza Park located in Las Vegas, NM.

16. Request approval of Lodger's Tax funding in the amount of \$30,000 to the City of Las Vegas to fund the marketing and advertising campaign for the 2024 Albuquerque International Balloon Fiesta events.

17. Request approval of MOU with the Plaza Little League.

*Arturo Padilla, Parks and Recreation Director* The Las Plaza Little League is requesting to utilize Rodriguez Park Henry Martinez field, Softball field and Majors field for Spring League youth baseball/softball practices and games and will compensate the City \$300.00 for use of the facilities from March 15 through July 31, 2024.

18. Request approval of MOU with the Las Vegas Little League.



**Arturo Padilla, Parks and Recreation Director** The Las Vegas Little League will be utilizing Keyes Park, Sandoval Park and Carnegie Park for Spring League youth baseball practice and games and will compensate the City \$300.00 for use of the facilities from March 15 through July 31, 2024.

19. Request approval of MOU with the Las Vegas Soccer League.

**Arturo Padilla, Parks and Recreation Director** The Las Vegas Soccer League is requesting to utilize Marrujo Park, Hanna Park and Pancho Padilla Park for Spring League youth soccer practices and games and will compensate the City \$300.00 for use of the facilities from March 15 through July 31, 2024.

20. Discussion/Direction regarding Contracts, Agreements and Memorandum's of Understanding (MOU's).

**Mayor David Romero** Clarification on which contracts, agreements and MOU's are required to come before the Council for approval.

21. Discussion/Update on revisions to Municipal Charter.

**Tim Montgomery, City Manager** The Municipal Charter has various areas that are outdated or no longer apply to the City of Las Vegas. As per Section 1.05 **Charter Review and Amendment. A.** The Governing Body shall be responsible for modifying the City Charter as necessary, and shall review the City Charter at least once every five (5) years.

### **XIII. EXECUTIVE SESSION**

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H) (5) Collective Bargaining strategy and (H) (2)Limited personnel matters: Discussion on appointing a Police Chief.

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

### **XIV. EXECUTIVE SESSION ACTION ITEMS**

Discussion/Direction and Possible Action on appointing a Police Chief. There are four (4) applicants to include:

- a) Caleb Marquez
- b) Matias Apodaca
- c) Henry Trujillo
- d) Eric Padilla

**Mayor David Romero** As per the Municipal Charter, Section 5.06 B. The Mayor shall provide a list of not less than two (2) qualified candidates for the position of Chief of Police for the Council to review. The Council shall select a Chief of Police from the two candidates provided by the Mayor. The Governing Body shall enter into a contract with the Chief of Police which shall establish, among other matters, compensation, benefits, duties and responsibilities. The Chief of Police shall establish residence in San Miguel County within (90) days of acceptance of appointment.

#### IV. **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 San Miguel Chambers you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas website and to be broadcast on YouTube.

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

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, FEBRUARY 14, 2024 AT 5:30 P.M. IN THE SAN MIGUEL COUNTY CHAMBERS.**

**MAYOR:** David Romero

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

**ALSO PRESENT:** Tim Montgomery, Interim City Manager  
Casandra Fresquez, City Clerk  
Elias Rael, Sergeant at Arms

**CALL TO ORDER**

Mayor Romero apologized for the inconvenience of evacuating from City Hall and thanked San Miguel County Commission, San Miguel County Manager, and the Deputy County Manager for allowing them to use their facilities.

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Councilor Casey asked for a moment of silence to thank our creator for keeping the City employees safe and for being able to evacuate quickly from a building

that wasn't safe. Councilor Casey was thankful that they found a place for them in the County Commission Chambers and was happy to see so many people there at the meeting. Councilor Casey thanked God for all the blessings they have despite all the unexpected hardships.

Councilor Montoya asked for a moment of silence for Pete Ortiz who passed away.

Mayor Romero asked to keep the families in Kansas City in their prayers.

### **APPROVAL OF AGENDA**

Councilor Martinez asked to amend the agenda by moving Consent Item #4 to Business Items.

Councilor Montoya also asked to move Consent Item #1 to Business Items and also move up Executive Session Item #2 to Business Items.

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

City Clerk Fresquez advised the motion carried.

### **PUBLIC INPUT**

There was no public input.

### **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**

Mayor Romero advised due to the length of the agenda he would forgo his report.

### **COUNCILORS' REPORTS**

Councilor Casey thanked the Public Works department for installing the crossing on Mills Avenue by Robertson High School football field across to the Golf Course.

Councilor Martinez thanked Mayor and Council for appointing him to Ward 4.

## **CITY MANAGER'S REPORT**

Interim City Manager Tim Montgomery discussed the following;

- Welcomed new staff to the City of Las Vegas
- Opioid settlement funds
- Cannabis funds
- Investigation regarding the missing scoreboard
- Animal Care Center
- MainStreet funding
- RiverWalk funding contributions
- Development of a donation policy
- Issues with Skating Rink
- Hail damage-35 total vehicle losses
- PSAs-Regarding City Hall/Staff relocated

Councilor Martinez asked how it came about to get the air quality tested at City Hall.

Interim City Manager Montgomery advised that the building is old and believed to have been built in 1956. Interim City Manager Montgomery advised that he started working at City Hall on November 1st and he could smell things in the building so he called for an air sample.

Councilor Montoya thanked Interim City Manager Montgomery for vacating the building as quickly as they did. Councilor Montoya advised that they've done Legislative requests for years as a top priority for needing a new City Hall. Councilor Montoya advised that he's mentioned the need for a new building before when the old Kmart building was for sale and there were also plans for the Safeway area for a two story building. Councilor Montoya advised that it was bound to happen because of the age of the building. Councilor Montoya advised that he would not spend a penny on remodeling the City Hall building and they need to move forward with other options.

Discussion took place regarding the MainStreet Contract and the funding for Rodriguez Park.

## **APPROVAL OF MINUTES**

Councilor Montoya made a motion to approve the minutes from January 29 and February 1, 2024. Councilor Ulibarri seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

City Clerk Fresquez advised the motion carried.

## **PRESENTATIONS**

Tim Hagaman with NM Economic Development Department, Mora Office provided a lengthy presentation regarding projects to help with Economic Development.

Eva Artschwager with Northeast Economic Development Organization (NEEDO) of Las Vegas discussed their support with other entities in Las Vegas to help with their Economic Development goals.

Councilor Martinez asked if they could provide them with what has been done in Las Vegas regarding Economic Development.

Councilor Montoya advised that Mr. Hagaman meets with them once a year but they need to meet more often to get things moving forward.

George Lyon with the Samaritan House discussed emergency funding for operation Stay off the Street. Mr. Lyon advised that they were hit with an increase in COVID cases, cold temperatures and other expenses that were not anticipated. Mr. Lyon advised that they're asking for \$9,500 so they could purchase additional cots, bunk beds and security. Mr. Lyon thanked the Police department for their professionalism and efforts in helping them. Mr. Lyon advised that they were thankful for the City giving them \$49,000 and without the additional funding they would have to reduce their services.

Councilor Martinez asked for a brief synopsis regarding where the Samaritan House was located, what the housing situation is like and the capacity of the building.

Mr. Lyon advised that they're right next to Lincoln Park, and they are waiting on the Fire Chief to let them know what their capacity is but believed it was about 52 people and they currently have 36 people. Mr. Lyon advised they are open during cold weather or during emergencies such as fires. Mr. Lyon advised that they accept anyone as long as they are not a danger to anyone.

Councilor Martinez asked to explain their need for having security.

Mr. Lyon advised that the security would be part time due to needing them after hours for individuals who become rowdy or are withdrawing.

Councilor Martinez voiced his concerns regarding how the location of the Samaritan House affects those who live in the area. Councilor Martinez advised that he would like to take a tour of the facility.

Mayor Romero advised that the item would be placed on the agenda for next week's Council meeting for approval.

Discussion took place regarding the number of individuals that the Samaritan House serves and if they have contacted the County to help with funding.

Councilor Montoya advised that the City should be helping with clothing, food and medications but now the list was for program supplies such as bunk beds, picnic tables, heating lamps and security. Councilor Montoya advised that those things should be the responsibility of the person running the Samaritan House. Councilor Montoya advised that if the item is placed on the agenda he would support services rendered only.

Mayor Romero asked for a motion for the item to be placed on next week's agenda.

Councilor Casey made a motion to place the Samaritan House item on the agenda for consideration and requested that the Finance department review and find the money they are requesting. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

### **CONSENT ITEMS**

City Clerk Fresquez read the Consent Agenda (2-3, 5-9) into the record as follows:

2. Request approval of a Grant Agreement between the Aging and Long-Term Services Department (ALTSD) and the City of Las Vegas.
3. Request approval of a Grant Agreement between the Aging and Long-Term Services Department (ALTSD) and the City of Las Vegas.
5. Request approval of Addendum #3 to Contract #3729-21 with JJ & Son Excavation for professional concrete services.
6. Request approval of Addendum #1 to Contract #3959-23 with The Electric Horseman for Commercial electrical services.
7. Request approval of Addendum #1 to Contract #3960-23 with New Image Construction Inc. for on call commercial plumbing services.
8. Request approval of Addendum #1 to Contract #3961-23 with All In One Excavation, LLC for on call commercial plumbing services.
9. Request approval of Addendum #1 to Contract #3967-23 with Hays Plumbing and Heating, Inc. for on call commercial plumbing services.

Councilor Casey made a motion to approve the Consent Agenda (2-3, 5-9) as amended. Councilor Ulibarri seconded the motion.



Mayor Romero asked that they verify all the contracts with the contractors licenses and make sure they match the projects they're working on.

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

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

City Clerk Fresquez advised the motion carried.

### **BUSINESS ITEMS**

1. Request approval of an MOU between the City of Las Vegas and the Village of Pecos.

Community Services Director Wanda Salazar advised that the Village of Pecos would pay the City \$22,000 to provide Senior Services. Community Services Director Salazar advised that the purpose of the contract is to provide Senior Services for those in the Pecos area. Community Services Director Salazar advised that the contract states that the City would employ all employees and the Village would be responsible for the building and have liability insurance.

Councilor Montoya advised that the contract doesn't specify the term.

Community Services Director Salazar advised that the first page states July 1, 2023 through June 30, 2024.

Councilor Montoya advised that they should consider adding a section in contracts to show that it has been verified that there is insurance in place. Councilor Montoya asked if the employees at the Pecos Senior Center were City of Las Vegas employees and if they had contracted employees.

Community Services Director Salazar advised yes they are City employees and they also have contracted employees.

Discussion took place regarding funding from the state and reimbursements based on expenses.

Councilor Montoya asked who owned the Senior Center in Pecos.

Community Services Director Salazar advised that the Village of Pecos owns the one in Pecos and the San Miguel del Bado Land Grant owns the one in San Miguel.

Councilor Montoya asked if they were the ones who take care of having insurance.

Community Services Director Salazar advised that they are required by Aging and Long-term Services to carry insurance.

Councilor Martinez asked if any funding comes from Pecos and San Miguel for those Senior Centers.

Community Services Director Salazar advised that the Village of Pecos gives the City of Las Vegas \$22,000 and the San Miguel del Bado Land Grant is a non-profit and the City of Las Vegas pays them \$12,000 to rent the building.

Councilor Casey made a motion to approve the MOU between the City of Las Vegas and the Village of Pecos. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

4. Request approval of Addendum #1 to Contract #3958-23 with Molzen Corbin & Associates for professional engineering services.

Utilities Director Maria Gilvarry advised that it was the second year of the contract and was for water distribution services. Utilities Director Gilvarry advised that Molzen Corbin was currently working on two projects for the City under contract #3958-23.

Discussion took place regarding requesting an extension and using funds towards construction.

Councilor Martinez asked what Water Distribution pertained to.

Utilities Director Gilvarry advised that Water Distribution pertains to water lines and anything associated with water lines after treatment.

Councilor Martinez asked what the impact would be.

Utilities Director Gilvarry advised that the last three years they've spent a couple \$100,000.

Councilor Martinez asked if there was a cap.

Utilities Director Gilvarry advised it was submitted as an RFP, so they could have multiple engineers under contract. Utilities Director Gilvarry advised if they have one particular project, one engineer may offer services based on quality or the better cost. Utilities Director Gilvarry advised there is not a cap on the RFP but they are limited by budget and approved by City Manager and Council.

Discussion took place regarding having a cap in place, Utilities Director Gilvarry keeping Mayor and Council informed of all the projects, how long terms of contracts are for RFPs, if there were change orders and the need for engineers to create and develop plans for accountability.

Councilor Casey made a motion to approve Addendum #1 to Contract #3958-23 with Molzen Corbin & Associates for professional engineering services. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

2. Request approval to appoint one of the following applicants for City Manager:

- a) Timothy Montgomery
- b) Jack Maes
- c) Vidal Martinez
- d) Christopher Max Baca
- e) Sabrina Varela

Mayor Romero advised he placed all five applicants that applied for the City Manager position on the agenda. Mayor Romero advised that Mr. Tim Montgomery has been the Interim City Manager for two months and his recommendation would be to keep Mr. Montgomery until 2025.

Councilor Casey made a motion to approve the appointment of Timothy Montgomery as City Manager. Councilor Montoya seconded the motion.

Councilor Montoya advised that this is one appointment they won't regret and in observation of Mr. Montgomery, he brings leadership, honesty, great skills, integrity, communication and direction. Councilor Montoya advised that he supported the appointment.

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

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

City Clerk Fresquez advised the motion carried.

Mayor Romero thanked those who applied for the City Manager position.

Councilor Casey advised that she's never worked or seen the work ethic, integrity and honesty that she has seen in Mr. Montgomery. Councilor Casey advised that Mr. Montgomery was an exceptional person who does an excellent job. Councilor Casey advised that she was proud to nominate him and proud to vote for him. Councilor Casey advised that she knows he will do a wonderful job for the City.

Councilor Martinez advised that he was happy to have Mr. Montgomery on board.

City Manager Montgomery advised that he was proud to be there and is happy to bring his experiences that he has and continue growing. City Manager Montgomery advised that he will give all he can give and wants to make Mayor and Council proud and do well for the City.

Councilor Ulibarri advised that he liked how Mr. Montgomery speaks to people and he'll move the City forward.

1. Request approval of a Memorandum of Understanding (MOU) between New Mexico Highlands University (NMHU) and the City of Las Vegas (CLV).

Mayor Romero advised that the MOU would be for Highlands Art department to have students participate in creating public works of art for the community. Mayor Romero advised that NMHU would provide \$5,000 and the City would provide \$5,000 towards the cost of the project.

Councilor Martinez asked where the art work would be completed.

Mayor Romero advised that the MOU wasn't in place yet so Highlands didn't put the class together for the semester. Mayor Romero advised that once they put a

class together, NMHU will have two faculty members on the art selection team as well as the City of Las Vegas having two people on the art selection team.

Councilor Casey asked if there was a number of art pieces that needed to be completed.

Mayor Romero advised it would be one every year for five years.

Councilor Montoya made a motion to approve the Memorandum of Understanding (MOU) between New Mexico Highlands University (NMHU) and the City of Las Vegas (CLV) for one piece of art work to be placed on City property. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

2. Request approval of the contract between the San Miguel Chamber of Commerce and the City of Las Vegas.

Community Development Director Lucas Marquez advised that they would like to re-enter into an agreement with the Chamber of Commerce. Community Development Director Marquez advised that their previous contract expired on February 12, 2024. Community Development Director Marquez advised that the contract would be for a total of \$50,000 (\$45,000 for the scope of work and \$5,000 for in-kind).

Councilor Casey made a motion to approve the contract between the San Miguel Chamber of Commerce and the City of Las Vegas. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

3. Request approval of Resolution No. 24-07 repealing and replacing all previous resolutions by amending the City of Las Vegas Meadow City Express Zero Tolerance Drug and Alcohol Policy.

HR Director Darlene Arguello advised that there were amendments to the Drug and Alcohol Policy. HR Director Arguello advised they had their annual Compliance Review in October and they had one addition, some language changes and updates to their contact list. HR Director Darlene Arguello advised that their Compliance Review went well.

Councilor Casey made a motion to approve Resolution No. 24-07 repealing and replacing all previous resolutions by amending the City of Las Vegas Meadow City Express Zero Tolerance Drug and Alcohol Policy. Councilor Martinez seconded the motion.

Resolution 24-07 was presented as follows:

**City of Las Vegas Meadow City Express  
Resolution No. 24-07**

**A RESOLUTION REPEALING AND REPLACING ALL PREVIOUS RESOLUTIONS AND ADOPTING AN UPDATED CITY OF LAS VEGAS MEADOW CITY EXPRESS ZERO TOLERANCE FTA DRUG & ALCOHOL TESTING POLICY**

**WHEREAS**, the City of Las Vegas Meadow City Express is required by the NMDOT Transit and Rail Division to have an FTA Drug and Alcohol Testing Policy in place; and

**WHEREAS**, the policy needs to be updated and adopted by the Governing Body, and distributed to City of Las Vegas Meadow City Express employees; and

**NOW, THEREFORE BE IT RESOLVED THAT** the Governing Body of the City of Las Vegas hereby approves the updated City of Las Vegas Meadow City Express Zero Tolerance Drug and Alcohol Testing Policy and directs its distribution to transit employees; and

**IT IS FURTHER RESOLVED THAT** this Zero Tolerance Drug and Alcohol Testing Policy shall be effective February 14, 2024.

**PASSED, APPROVED AND ADOPTED** by the City of Las Vegas Governing Body this 14th day of February, 2024.

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

**ATTEST:**

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

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

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

City Clerk Fresquez advised the motion carried.

4. Request approval to award RFB #2024-13 Building Materials & Related Supplies to Hacienda Center, Pat Romero, BTU Do It Center, Temple Outdoor Décor, Hays Plumbing & Heating, Pavement Sealants & Supplies, BTU Block & Concrete and enter into purchasing agreements.

Public Works Director Arnold Lopez introduced Project Manager Travis Martinez. Project Manager Martinez advised that all the bids were in compliance with requirements and are qualified to provide and adhere to the purchasing agreement. Project Manager Martinez advised that many departments are having a hard time going through the three quote process which takes time. Project Manager Martinez advised that the Public Works department was recommending that it be awarded and contracted to all offerors. Project Manager Martinez advised that the purchasing agreement would be city wide for all departments.

Councilor Casey made a motion to approve RFB #2024-13 Building Materials & Related Supplies to Hacienda Center, Pat Romero, BTU Do It Center, Temple Outdoor Décor, Hays Plumbing & Heating, Pavement Sealants & Supplies, BTU Block & Concrete and enter into purchasing agreements. Councilor Montoya seconded the motion.



Mayor Romero asked that City Manager Montgomery look into the purchasing policy throughout the City.

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

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

City Clerk Fresquez advised the motion carried.

5. Request approval of Resolution No. 24-04 to apply for and assuring of matching funds for the Cooperative Municipal Program Grant (COOP) for a total project amount of \$125,000.00.

Public Works Director Arnold Lopez advised that they plan to apply for the match waiver.

Councilor Montoya made a motion to approve Resolution No. 24-04 to apply for and assuring of matching funds for the Cooperative Municipal Program Grant (COOP) for a total project amount of \$125,000.00. Councilor Martinez seconded the motion.

Resolution 24-04 was presented as follows:

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 24-04**

**A RESOLUTION TO APPLY FOR AND ASSURING THE AVAILABLE MATCHING FUNDS FOR THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) COOPERATIVE AGREEMENT (COOP)**

WHEREAS, the City of Las Vegas ("City") will be applying to the New Mexico Department of Transportation ("NMDOT") for a Cooperative Agreement Grant (the "Grant") for construction, reconstruction, pavement rehabilitation, ADA compliant curb & ramps, drainage improvements, construction management, and miscellaneous construction to Ridge Runner Road;

WHEREAS, the City expects the amount of the projects to be a total of \$125,000.00; and

WHEREAS, the City would have to contribute 25% (\$31,250.00) in order to receive the Grant of (75%) \$93,750.00 for a total amount of \$125,000.00; and

WHEREAS, improvements are needed on these Street's for the safety and well being of the residents of the City and others who utilize these streets;

WHEREAS, if the City is successful in receiving the Grant, it will be used for 685 feet of road improvements on Ridge Runner Road.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body agrees to contribute 25% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for road improvements on Ridge Runner Road in the City of Las Vegas.

APPROVED AND ADOPTED this \_\_\_\_\_ day of February 2024.

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

ATTEST:

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

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

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

City Clerk Fresquez advised the motion carried.

- 6. Request approval of Resolution No. 24-05 to apply for and assuring of matching funds for the Municipal Arterial Program Grant (MAP) for a total project amount of \$360,000.00.

Public Works Director Arnold Lopez advised that they would also be applying for the match waiver.

Councilor Casey made a motion to approve Resolution No. 24-05 to apply for and assuring of matching funds for the Municipal Arterial Program Grant (MAP) for a total project amount of \$360,000.00 Councilor Montoya seconded the motion.

Resolution 24-05 was presented as follows:

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 24-05**

**A RESOLUTION TO APPLY FOR AND ASSURING THE AVAILABLE MATCHING FUNDS FOR THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) MUNICIPAL ARTERIAL PROGRAM (MAP)**

WHEREAS, the City of Las Vegas (“City”) will be applying to the New Mexico Department of Transportation (“NMDOT”) for a Municipal Arterial Program Grant (the “Grant”) for construction, reconstruction, pavement rehabilitation, ADA compliant curb & ramps, drainage improvements, construction management, and miscellaneous construction to Mountain View Drive;

WHEREAS, the City expects the amount of the projects to be a total of \$360,000.00; and

WHEREAS, the City would have to contribute 25% (\$90,000.00) in order to receive the Grant of (75%) \$270,000.00 for a total amount of \$360,000.00; and

WHEREAS, improvements are needed on these Street’s for the safety and well being of the residents of the City and others who utilize these streets.

WHEREAS, if the City is successful in receiving the Grant, it will be used for road improvements on 74,574 square feet on Mountain View Drive.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body agrees to contribute 25% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for road improvements on Mountain View Drive in the City of Las Vegas.

APPROVED AND ADOPTED this \_\_\_\_ day of February 2024.

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

ATTEST:

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

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

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

City Clerk Fresquez advised the motion carried.

Councilor Montoya thanked the NMDOT and Public Works Director Arnold Lopez, Project Manager Travis Martinez and staff for their work ethic.

7. Request approval of Resolution No. 24-06 to apply for and assuring of matching funds for The Recreational Trails Program (RTP) for a total project amount of \$1,322,603.80.

Public Works Director Arnold Lopez advised that the funding was Federal funding through NMDOT and was a 14.6% match and there is not a match waiver offered. Public Works Director Lopez advised that they are not sure if they will get the full amount.

Councilor Casey asked Interim Finance Director Dominic Chavez if they had the matching funds available.

Interim Finance Director Chavez advised yes.

Councilor Casey made a motion to approve Resolution No. 24-06 to apply for and assuring of matching funds for The Recreational Trails Program (RTP) for a total project amount of \$1,322,603.80. Councilor Ulibarri seconded the motion.

Resolution 24-06 was presented as follows:

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 24-06**

**A RESOLUTION TO APPLY FOR AND ASSURING AVAILABILITY OF MATCHING FUNDS FOR THE RECREATIONAL TRAILS PROGRAM (RTP) ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the City of Las Vegas (“City”) will apply to the New Mexico Department of Transportation (“NMDOT”) for a Recreational Trails Program (RTP) grant (the “Grant”) for planning, designing, construction, reconstruction, pavement rehabilitation, ADA compliant walkways, drainage improvements, construction management, and miscellaneous construction on the Riverwalk walkway; and

WHEREAS, the City expects the amount of the project to be a total of \$1,322,603.80; and

WHEREAS, the City would have to contribute 14.56% (\$192,571.11) in order to receive the Grant of \$1,130,032.69 (85.44%) for a total amount of \$1,322,603.80 to include New Mexico gross receipts tax; and

WHEREAS, improvements are needed on the Riverwalk for the safety and well being of the residents of the City and others who utilize the walkway; and

WHEREAS, if the City is successful in receiving the Grant, it will be used for the improvements of the Riverwalk from Bridge Street (BOP) to Mills Avenue (EOP) and from Mills Avenue to City limit on Cinder Road for a total length being 4,425 feet; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body agrees to contribute 14.56% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for Riverwalk improvements from Bridge Street to Mills Avenue and Mills Avenue to City Limits.

APPROVED AND ADOPTED this \_\_\_\_\_ day of February 2024.

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

ATTEST:

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

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

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

City Clerk Fresquez advised the motion carried.

**8. Request approval to award Carnegie Library Roof Replacement Project to All Seasons Roofing & Contracting.**

Community Services Director Wanda Salazar advised that All Seasons Roofing & Contracting would be removing the roof and replacing under \$42,000 and it will be done as soon as the weather is clear.

Councilor Casey made a motion to approve Carnegie Library Roof Replacement Project to All Seasons Roofing & Contractings. Councilor Martinez seconded the motion.

Mayor Romero advised that according to Community Development, All Seasons Roofing & Contracting does not have a business license. Mayor Romero advised that they need to make sure with any contractors that they have a business license and their GB-98.

Councilor Montoya asked who inspected the roof.

Community Services Director Salazar advised that All Seasons Roofing & Contracting, Rhino Roofing and North Eastern Construction inspected the roof.

Public Works Director Arnold Lopez advised that all the contractors understood once the roof was removed it would be inspected for any damage/mold from previous leaks.

Councilor Montoya asked if the roof was claimed from the hail damage.

Public Works Director Lopez advised no, the damage to the roof was prior to the hail due to lack of maintenance.

HR Director Darlene Arguello advised that they are wanting to have separate evaluations of six hail damaged buildings and the library may be one of those buildings. HR Director Arguello recommended that they hold off until they come to do those assessments and see if the insurance will cover it.

Public Works Director Lopez advised that the roof was compromised prior to the hail damage and the process had begun prior to the hailstorm.

Councilor Casey made a motion to rescind her previous motion of approving Carnegie Library Roof Replacement Project to All Seasons Roofing & Contractings until they have more information. Councilor Martinez also rescinded his previous motion.

Councilor Casey made a motion to table the item until they get the information that they need. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

9. Request approval of the revised Community Services Organizational Chart by adding a Homemaker position (1FTE) and a Chore Worker position (1FTE) to the Senior Center Division.

Community Services Director Wanda Salazar advised that the Homemaker and Chore Worker positions were funded by the State and there was support from the City and County.

Mayor Romero asked if the State already approved the positions or if they have to wait until Council approves it.

Community Services Director Salazar advised that the State already approved it and they received funding.

Councilor Montoya made a motion to approve the revised Community Services Organizational Chart by adding a Homemaker position (1FTE) and a Chore Worker position (1FTE) to the Senior Center Division. Councilor Casey seconded the motion.

Councilor Montoya asked who decides who receives the services.

Community Services Director Salazar advised that the Non-Metro Area Agency on Aging has an assessment process and the seniors must be homebound.

A lengthy discussion took place regarding the type of liability and precautions that are in place regarding the Homemaker and Chore Worker positions.

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

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

City Clerk Fresquez advised the motion carried.

**EXECUTIVE SESSION**

Councilor Casey made a motion to convene into executive session for the purpose of discussing Collective Bargaining strategy, as permitted by section 10-15-1(H)(5) of the New Mexico Open Meetings Act, NMSA 1978, Discussion regarding opening up negotiations with AFSCME. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

Councilor Casey made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing Collective Bargaining strategy, as permitted by section 10-15-1(H)(5) of the New Mexico Open Meetings Act, NMSA 1978, Discussion regarding opening up negotiations with AFSCME, no other items were discussed and no action was taken. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

**EXECUTIVE SESSION ACTION ITEMS**



3. Request approval to open up negotiations with AFSCME in accordance with Article 41 – Term of the Agreement of the AFSCME Collective Bargaining Agreement.

Councilor Casey made a motion to approve opening up negotiations with AFSCME in accordance with Article 41 – Term of the Agreement of the AFSCME Collective Bargaining Agreement. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

### **ADJOURN**

Councilor Casey made a motion to adjourn. Councilor Montoya seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 9:00 pm.

---

Mayor David Romero

ATTEST:

---

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, FEBRUARY 21, 2024 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.**

**MAYOR:** David Romero

**COUNCILORS:** Marvin Martinez  
Barbara Casey *via Cell Phone*  
Michael L. Montoya  
David Ulibarri

**ALSO PRESENT:** Tim Montgomery, City Manager  
Casandra Fresquez, City Clerk  
Matias Apodaca, Sergeant at Arms

**CALL TO ORDER**

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Councilor Ulibarri asked to keep Councilor Casey in their prayers, due to her having an accident and he hoped she gets stronger and heals quickly. Councilor Ulibarri also asked to keep everyone in the community in their prayers.

**APPROVAL OF AGENDA**

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

City Clerk Fresquez advised the motion carried.

**PUBLIC INPUT**

City Clerk Fresquez advised that there was no public input.

**MAYOR’S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**

Appointment of Morris Madrid to the Utilities Advisory Committee.

Councilor Montoya made a motion to approve the appointment of Morris Madrid to the Utilities Advisory Committee. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

Councilor Montoya mentioned the wealth of knowledge and experience that Morris Madrid would bring to the City.

Appointment of Councilor Casey to the San Miguel Chamber of Commerce Board as the City’s representative.

Councilor Montoya made a motion to approve the appointment of Councilor Casey to the San Miguel Chamber of Commerce Board as the City’s representative. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

Appointment of Lucas Marquez, Community Development Director to the MainStreet Board as the City's representative.

Councilor Montoya made a motion to approve the appointment of Lucas Marquez, Community Development Director to the MainStreet Board as the City's representative. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

Mayor Romero advised that City Manager Tim Montgomery and himself would be attending the Las Vegas City School Board meeting tomorrow at 5:15 pm to discuss the possibility of a temporary lease of Legion Elementary due to staff from City Hall being scattered.

### **COUNCILORS' REPORTS**

Councilor Casey advised that she fell and broke her right arm due to the sidewalk not being de-iced at the Recreation Center. Councilor Casey advised that she called the Police Department and the dispatcher was rude and unhelpful. Councilor Casey stated that she was very disappointed in the way things were handled and advised that they need to be more vigilant regarding the communities safety when they are going into City properties.

Mayor Romero told Councilor Casey that she was in their prayers for a speedy recovery.

Councilor Ulibarri voiced his concerns regarding the businesses around the Plaza and new town area that are not cleaning the snow off the sidewalk.

Councilor Martinez advised that he's still learning, he's still meeting with departments and also meeting with residents in his ward.

Councilor Montoya advised that it's an inconvenience for department directors being at different locations and asked City Manager Montgomery to check in with department directors and their staff to ensure everyone is doing okay.

### **POLICE CHIEF'S REPORT**

Interim Police Chief Matias Apodaca gave a detailed presentation regarding the statistics for the Month of January on the following:

- Field Operations Division (patrol) calls
- Communications Division (Dispatch) calls
- Animal Care Center updates
  - Dogs (61) 1/1/24
  - Feline (26) 1/1/24
  - Dog end count (49)
  - Cat end count (18)
- Information Division/Records
- Street Crimes
  - Evidence seized
  - Attended Meetings
- Travel/Trainings
- Recruitment
- Community Events
- Department vacancies (31)

Councilor Martinez asked if Region IV was actively involved in the community.

Interim Police Chief Apodaca advised that they have Narcotic Agents but Region IV consisted of multiple agencies and due to the lack of funding there is not a Region IV task force. Interim Police Chief Apodaca advised that the Sheriff's Office and the DA's Office also have Narcotic Agents.

Councilor Martinez voiced his concerns regarding drugs being pushed into the community and the need to combat the drugs in the community. Councilor Martinez asked how they could get the resources to get Region IV back.

Interim Police Chief Apodaca advised that it would be a grant that they would need to apply for.

### **FINANCE REPORT**

Interim Finance Director Dominic Chavez reported on the month of January and advised that the General fund had a revenue of (\$8,526,017), an expenditure of (\$7,827,359) and a surplus of (\$698,658), the Enterprise fund had a revenue of (\$9,262,381), an expenditure of (\$8,659,242) and a surplus of (\$603,139), the Recreation department had a revenue of (\$338,515), an expenditure of (\$382,969) and a deficit of (\$44,454), the Lodger's Tax fund had a revenue of (\$391,616), an expenditure of (\$309,925) and a surplus of (\$81,691) and Cannabis fund had a revenue of (\$78,483), an expenditure of (\$1,880) and a surplus of (\$76,603).

Mayor Romero asked City Manager Montgomery if the finances looked okay.

City Manager Montgomery advised that he felt good regarding the percentages and where they were.

Mayor Romero asked about a Financial Advisor.

Interim Finance Director Chavez advised that they were still working with RBC Capital.

Discussion took place regarding the State Investments program.

Councilor Montoya advised that the Finance Committee approved the Finance Report at their meeting.

## **BUSINESS ITEMS**

1. Request approval of Resolution 24-03, budget adjustment for the 2023-2024 fiscal year.

Interim Finance Director Dominic Chavez advised that the City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include a rev/exp increase to Fund 203 – State Fire Grant in the amount of \$2,868, a rev/exp decrease to Fund 217 – State Legislative Appropriations – AG1016-30-2 PD Recruitment and Retention (Year 1) in the amount of \$112,500, a rev/exp increase

to Fund 217 – State Legislative Appropriations – AG1016-30-2 (Year 2) PD Recruitment and Retention in the amount of \$112,500, a rev/exp increase to Fund 217 – State Legislative Appropriations – 23-ZH5048-41 (Year 1) PD Recruitment in the amount of \$300,000, a rev/exp increase to Fund 217 – State Legislative Appropriations - A22G-5345 Kitchen Equipment in the amount of \$130,000, a rev/exp increase to Fund 217 – State Legislative Appropriations - A22G-5346 Purchase and Equip Vehicles in the amount of \$140,000, a rev/exp increase to Fund 647 – Water Acquisition/Rights in the amount of \$500,000 and an expense increase to Fund 771 ARPA in the amount of \$154,113.

Councilor Montoya made a motion to approve Resolution 24-03, budget adjustment for the 2023-2024 Fiscal Year. Councilor Casey seconded the motion.

Resolution 24-03 was presented as follows:

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 24-03**

**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 rev/exp increase to Fund 203 – State Fire Grant in the amount of \$2,868, a rev/exp decrease to Fund 217 – State Legislative Appropriations – AG1016-30-2 PD Recruitment and Retention (Year 1) in the amount of \$112,500, a rev/exp increase to Fund 217 – State Legislative Appropriations – AG1016-30-2 (Year 2) PD Recruitment and Retention in the amount of \$112,500, a rev/exp increase to Fund 217 – State Legislative Appropriations – 23-ZH5048-41 (Year 1) PD Recruitment in the amount of \$300,000, a rev/exp increase to Fund 217 – State Legislative Appropriations - A22G-5345 Kitchen Equipment in the amount of \$130,000, a rev/exp increase to Fund 217 – State Legislative Appropriations - A22G-5346 Purchase and Equip Vehicles in the amount of \$140,000, a rev/exp increase to Fund 647 – Water Acquisition/Rights in the amount of \$500,000 and an expense increase to Fund 771 ARPA in the amount of \$154,113.

**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 February 2024.

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

ATTEST:

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

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

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

City Clerk Fresquez advised the motion carried.

2. Request approval of Lease Agreement between South West Off Road Racing LLC doing business as WeBe Racing Ltd Co. and the City of Las Vegas to lease property west of Rodriguez Park.

Community Development Director Lucas Marquez advised that WeBe Racing was asking to use the City's land by Rodriguez Park to have a dirt bike racing competition. Community Development Director Marquez advised that it would be a 2 day event. Community Development Director Marquez advised that it was taken to DRT for approval to ensure all safety protocols are followed. Community Development Director Marquez advised that all department directors were involved along with the Police Chief and Fire Chief. Community Development Director Marquez advised that they would have their own medical personnel, their own tent, porta potties and solid waste containers. Community Development Director Marquez advised that the dirt bike racing competition would be on March 23-24, 2024.

Councilor Casey advised that she spoke with people from the community who are excited about having the event in the town.



Councilor Martinez thanked them for choosing Las Vegas to have their event and advised that liability is a huge issue and asked if there would be seating available.

Community Development Director Marquez advised no but there would be a spectators section.

Discussion took place regarding waivers, rules and liability insurance being in place.

Councilor Montoya asked what the age limit was.

Community Development Director Marquez advised there were different age brackets starting at 5 years old to 70 years old.

Councilor Montoya asked if they anticipate a lot of people signing up.

Community Development Director Marquez advised that there are a lot of enthusiasts in town that are dirt bike racers.

Discussion took place regarding what brought WeBe Racing to Las Vegas, the amount of participants they're expecting and from where.

Councilor Montoya asked if they completed an event permit.

Community Development Director Marquez advised the event permit was completed and the business license would be secured once approved.

Councilor Montoya asked if the agreement was reviewed by an attorney.

Community Development Director Marquez advised yes it was sent to Randy Van Vleck and Scott Aaron.

Councilor Ulibarri thanked them for bringing the event to Las Vegas.

Councilor Montoya advised that the \$3,000 from the lease agreement should go towards Rodriguez Park.

Mayor Romero thanked them for choosing Las Vegas and if all goes well asked if they could fit Las Vegas into their schedule again for the year.

Councilor Montoya made a motion to approve the Lease Agreement between South West Off Road Racing LLC doing business as WeBe Racing Ltd Co. and the City of Las Vegas to lease property west of Rodriguez Park. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

3. Request approval of the restructuring of the Community Development Department Organizational Chart by adding Code Compliance Officer positions and removing them from the Police Department.

Community Development Director Lucas Marquez advised that Code Enforcement is needed in the Community Development department and should be moved back due to them not being certified Police Officers. Community Development Director Marquez advised they need to work on the codes, buildings and yards.

Mayor Romero asked what City Manager Montgomery's opinion was regarding the transfer.

City Manager Montgomery advised that he supported the transfer of Code Enforcement to Community Development. City Manager Montgomery advised

that Code Enforcement could start doing assessments within the City. City Manager Montgomery advised that there's been a perception that they are trained to serve as law enforcement and they want to create that separation and have them back under Community Development. City Manager Montgomery advised that they would potentially change their uniform and remove lights from their vehicles so they are known as Code Enforcement.

Councilor Ulibarri agreed that Code Enforcement should be under the Community Development department. Councilor Ulibarri advised that there are many businesses that are operating without a business license.

Councilor Montoya thanked the Police department for helping with Code Enforcement while there was no Community Development Director.

Councilor Martinez asked if Code Enforcement was previously under the Community Development department.

City Manager Montgomery advised that Code Enforcement has moved back and forth between the Community Development department and the Police department about four times. City Manager Montgomery advised that they felt like it should reside within the Community Development department.

Councilor Martinez asked how many Code Compliance Officers there were.

Community Development Director Marquez advised that there are currently three Code Compliance Officers.

Councilor Martinez asked what the role of Code Compliance Officers was.

Community Development Director Marquez advised that they handle nuisance properties, overgrown weeds, and code compliance.

Discussion took place regarding the process for reporting a nuisance property.

Mayor Romero advised that the Municipal League would be having Code Enforcement training in April and advised that it's important for their Code Enforcement Officers to attend that training.

Councilor Casey made a motion to approve the restructuring of the Community Development Department Organizational Chart by adding Code Compliance Officer positions and removing them from the Police Department. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

4. Consideration for emergency funding to Samaritan House in the amount of \$9,500.00.

Community Development Director Lucas Marquez advised that the Samaritan House has had an uptick in residents. Community Development Director Marquez advised that they had already budgeted \$50,000 that was given to the Samaritan House.

Councilor Martinez voiced his concerns regarding the area where the Samaritan House is located, wanting to know what the capacity was and how the Governing Body doesn't know what they're using the money on that they are providing to the Samaritan House.

Paul Hesch advised that they have requested from the Fire department what the capacity is for the Samaritan House and have yet to receive that number. Mr. Hesch advised that they need extra cots due to the cold months and averaging about 36 people. Mr. Hesch advised that the expenses during the winter months

are about \$26,000-\$27,000 a month. Mr. Hesch advised that they get \$50,000 from the City which is dispersed into \$8,333 a month and that goes towards the \$25,000-\$27,000 a month expenses. Mr. Hesch advised that they have spoken with Harold Garcia from the County and are looking at other funding sources.

Councilor Martinez advised that he felt like the items that the \$9,500 would be going towards should be incurred by the Samaritan House. Councilor Martinez advised that he felt like the City was the only funding source being asked by the Samaritan House.

Mr. Hesch advised that the City is not their only funding source and the money they have received from the City so far has not gone towards the list of items that Mr. Lyon mentioned last week. Mr. Hesch advised that they are trying to fund the deficit that they have.

Discussion took place regarding the purpose of the Samaritan House and programs available upon request to help individuals get back to being self sufficient.

Councilor Martinez advised that he understands that there are individuals that need help and the City provides \$50,000 annually but the City isn't seeing the benefit in providing that amount of money.

Mayor Romero asked Interim Police Chief Matias if the Samaritan House gave them access due to the drug issue.

Interim Police Chief Matias advised yes.

Mayor Romero advised that he spoke with Chief Spann about the occupancy count that Mr. Lyon had requested and Chief Spann advised that he had not received any calls from Mr. Lyon. Mayor Romero advised that it was concerning to him and he wants to make sure that they have the correct capacity.

Councilor Casey voiced her opinion regarding the need to help those who are in need.

Councilor Casey made a motion to approve the emergency funding to Samaritan House in the amount of \$9,500.00. Councilor Montoya seconded the motion.

Councilor Montoya voiced his concerns regarding the contract coming to Council for approval after the cold months and not having proof of what services were provided.

Councilor Casey called for a point of order and called for the question.

Mayor Romero advised that there was a motion by Councilor Casey and a second by Councilor Montoya. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

### **EXECUTIVE SESSION**

Councilor Martinez made a motion to convene into executive session for the purpose of discussing Limited personnel matters, as permitted by section 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, Discussion on removal of Community Services Director and Professional Service Contracts for City Manager and City Clerk. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

Councilor Martinez made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing Limited personnel matters, as permitted by section 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, Discussion on removal of Community Services Director and Professional Service Contracts for City Manager and City Clerk, no other items were discussed and no action was taken. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

**EXECUTIVE SESSION ACTION ITEMS**

1. Request the removal of Wanda Salazar as Community Services Director.

Councilor Casey made a motion to approve the removal of Wanda Salazar as Community Services Director. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

2. Request approval of the Professional Service Contract for City Manager Tim Montgomery.

Mayor Romero advised that they were there to discuss the contract and salary for City Manager Montgomery.

Councilor Montoya made a motion to approve the Professional Service Contract for City Manager Tim Montgomery in the amount of \$120,000. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised that there was a tie.

Mayor Romero advised that they budgeted \$130,000 for the position.

Mayor Romero broke the tie and voted no.

City Clerk Fresquez advised the motion carried.

Councilor Casey made a motion to approve the Professional Service Contract for City Manager Tim Montgomery in the amount of \$130,000. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

3. Request approval of the Professional Service Contract for City Clerk Casandra Fresquez.

Councilor Casey made a motion to approve the Professional Service Contract for City Clerk Casandra Fresquez for a salary increase of \$5,000 to her current salary. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

**ADJOURN**



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

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 8:00 pm.

---

Mayor David Romero

ATTEST:

---

Casandra Fresquez, City Clerk



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

**Meeting Date:** March 13, 2024

**Date Submitted:** 03/01/24

**Department:** Utilities

**Item/Topic:** Addendum #1 to Contract #3972-23 Arthur Regional Landfill, Inc. for Solid Waste tipping fees for the City of Las Vegas. RFP #2023-14 was awarded on 06/01/2023. Contract #3972-23 was signed on 06/01/23. The extended term of this agreement will be for 1 year.

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

**Attachments:** Addendum #1, Contract 3972-23.

**Committee Recommendation:** This item will be discussed at the March 12, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

\_\_\_\_\_  
Department Director

Reviewed By:

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

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

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

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

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

**ADDENDUM #1**  
**AGREEMENT/CONTRACT #3972-23**  
**RFP# 2023-14**  
**AWARDED ON: 6/1/2023**  
**ARTHUR REGIONAL LANDFILL, INC**

This Addendum entered into this **1st Day of June, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **ARTHUR REGIONAL LANDFILL, INC**, hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 6/1/2023 the City and ARTHUR REGIONAL LANDFILL, INC entered into an Agreement/Contract pursuant to a call for RFP in which ARTHUR REGIONAL LANDFILL, INC agreed to provide:

**SOLID WASTE TIPPING FEES**

**WHEREAS, the** City and ARTHUR REGIONAL LANDFILL, INC now desire to extend the original Agreement/Contract for an additional year from **6/1/2024 thru: 5/31/2025**.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #3972-23.

**WHEREAS**, City and Contractor agree to the following method of payment: the total amount of compensation **SOLID WASTE TIPPING FEES**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

**NOW THEREFORE**, the parties agree as follows:

1. This Agreement and the prior agreement dated 6/1/2023 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 6/1/2023 Agreement not inconsistent herewith remain in full force and effect.

**CITY OF LAS VEGAS**

**ARTHUR REGIONAL LANDFILL,  
INC**

**REVIEWED AND APPROVED:**

\_\_\_\_\_  
Tim Montgomery                      Date  
City Manager

\_\_\_\_\_  
Title                      Date

**ATTEST:**

\_\_\_\_\_  
Casandra Fresquez                      Date  
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS  
AND ARTHUR REGIONAL LANDFILL, INC.**

This Professional Services Agreement (“Agreement”) is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Arthur Regional Landfill INC (“Contractor”), of PO Box 609, Raton, New Mexico and 87740, on this 1<sup>st</sup> day of **June**, 2023 (“Effective Date”). Throughout this Agreement, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to collectively as “Parties.”

**Recitals**

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

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

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

**1. SCOPE OF SERVICES:**

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

The duties of the offeror shall include the following:

The City shall be responsible for delivery of wastes to the Arthur Regional Landfill, INC landfill. Contractor shall furnish all labor, supervision, materials, supplies, equipment and all other items required to properly dispose of all Solid Waste generated or accumulated within the service area and delivered by the City to Contractor. The scope of services to be performed by Contractor shall be accomplished in a professional manner in accordance with all schedules and other performance standards mutually agreed upon and established by the parties.

**A. Solid Waste Disposal:** City shall dispose of Solid Waste at Arthur Regional Landfill, INC. Solid waste shall be handled in compliance with the landfill permit and New Mexico Environment Department regulations. Contractor maintain and provide upon request, records of deliveries made on behalf of City including, but not limited to, date, time of day, vehicle Identification and weight or volume.

**B. Alternate Disposal Site:** City reserves the right to dispose of solid waste at other permitted landfills.

**COLLECTION EXCLUSION:** It is understood that the Contractor is not authorized and is not required hereunder to accept Hazardous Waste or restricted or other waste that is not acceptable or permitted for disposal at the Arthur Regional Landfill INC. If Contractor observes any substances which it or its employees reasonably believe or suspect to contain hazardous waste unlawfully disposed of or released in reportable quantities in the service area, Contractor shall immediately notify the city of the same.

#### **STANDARD FOR COLLECTION AND OPERATION:**

**A. Compliance with Law:** Contractor shall comply with all laws and regulations applicable to Contractor's operations, including laws, ordinance, rules and regulations of the United States, the State of New Mexico, City and any New Mexico Counties included within the Service Area.

**B. Equipment:** Contractor shall possess or demonstrate to the City reasonable satisfaction that it has available adequate equipment, including reserve or replacement equipment, sufficient to perform the services required of Contractor herein. Contractor shall maintain equipment in good mechanical condition.

**C. Collection Operations:** Contractor shall conduct its operation so as to minimize as practicable any obstruction and inconvenience to City transportation and/ or solid waste vehicles.

#### **RECORDKEEPING; REPORTING:**

Contractor shall make available to City for review monthly and annual reports regarding the services provided hereunder. City shall have the right during normal business hours and upon reasonable (at least (10) business days) advance notice to Contractor, to inspect the books of Contractor for purposes of verifying the invoices submitted hereunder and/or the need for a rate increase. Any such inspection shall be at the expense of the city. Contractor shall maintain bill and compliance records throughout the term of the Agreement and for a period of one (1) year thereafter w as required by law, whichever is greater.

## **2. DEFINITIONS**

**"Force Majeure"** means events that are not reasonable within the control of the party affected by the Force majeure event, and includes acts of God such as landslides, lightning, forest fires, storms, floods and earthquakes, civil disturbances, strikes, lockouts, or other industrial disturbances, acts of the public, enemy, war, blockades, acts of terrorism, public riots, breakages, explosions , accident to machinery, equipment or materials, unavailability of required materials or disposal site, governmental restraint or other causes, whether of the kind enumerated otherwise, but excluding the obligations of either party to make payments due hereunder.

**" Service Area"** means the entire territory within New Mexico that is served by the City as of the effective date of this agreement and such additional area as may thereafter become included within the City's jurisdiction.

**"Hazardous Waste"** means all waste defined or characterized as hazardous by the Federal Solid Waste Disposal Act (42 U. S. C. § 3251 et. seq), as amended including the Resource Conservation and Recovery Act of 1976 (42 U. S. C. 6901 et seq.) and all future amendments

thereto or regulations promulgated there under, and all waste defined or characterized as hazardous by the principal agencies of the State of New Mexico having jurisdiction' on. Hazardous

Waste shall not include incidental household hazardous waste that is commingled with Solid Waste.

**“Solid Waste”** means all putrescible and non putrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial, community and municipal garbage, trash, refuse, paper, rubbish, ashes, green waste, demolition and construction waste, manure, vegetable or animal solid and semi- solid waste, and other discarded solid and semi- solid waste. The term " Solid Waste" as used herein does not include " Hazardous Waste" designated waste or contaminants which may be injurious to personnel engaged in solid wastes handling, including, but not limited to infectious waste, acids, explosives, radioactive material and septic tank pumping, large mechanical devices, nor any materials that are, or in the future become, prohibited from receipt, handling or disposal as municipal solid waste by state, federal or local law, regulation, rule, code, ordinance, order, permit or permit condition. If the Parties agree, the Solid Waste" may also include waste or other materials which may require special handling at a disposal facility, including but not be limited to, clean soil, non- hazardous contaminated soil, construction, recyclable materials, demolition and land- clearing debris, and non- friable asbestos. If this is the case, rates will be mutually agreed upon prior to handling.

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

A. Compensation. Please refer to **Attachment “A”** entitled Rate Schedule

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

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

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

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

**4. TERM OF AGREEMENT:** The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 90 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 90 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 90 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

## 5. TERMINATION OF CONTRACT:

This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. The written notice referred herein need not set forth reasons for any such termination. By such termination neither party may nullify obligations already incurred prior to the date of termination. This notice may be shortened only upon a written agreement by the two parties. However, should the contractor default in the Contract the City retain the right to terminate this agreement immediately.

### **A. Force Majeure:**

The performance of this agreement may be discontinued or temporarily suspended in the event of Force Majeure. With the exception of obligations to make payments due for services rendered hereunder, neither Party shall be deemed to be in default or liable for failure to perform under this Agreement if such Party's performance is prevented or delayed by Force Majeure. Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts, or other industrial disturbances, and litigation including appeals, shall be entirely within the discretion of each Party, and the Parties may make settlement thereof at such time and on any such terms and conditions as they may deem to be advisable.

### **B. Emergency Services**

**A. Contactor' s Failure to Perform:** In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to perform the disposal requirements of this Agreement for a period of more than three (3) consecutive business days, and if as a result thereof, Solid Waste accumulations in the Agreement Area to such an extent in a manner, or for such a time that City reasonably finds that such accumulation endangers or menaces the public health, safety or welfare, then the City shall have the right, but not the obligation, upon twenty- four ( 24) hours prior written notice to Contractor to impose all costs to the Contractor for disposal of the City' s Solid Waste. In the event that the City incurs documented per ton transport costs in excess of the costs charged by Contractor hereunder during the period that City takes over services, contractor will reimburse City the documented difference between the service rates under this Agreement and the rates paid by City during the takeover of services. If Contractor has not resumed services within fifteen ( 15) calendar days from the date City begins providing services under this provision, City shall have the right to terminate this Agreement on written notice to Contractor, and such termination will be effective as of the date Contractor receives such notice.

**C. Uncontrollable Circumstances:** In the event that, due to seriously inclement or Force Majeure weather conditions that materially prohibits Contractor's ability to perform under the provisions of this Agreement, the parties agree that the obligations of this Agreement shall be suspended during the period of such inclement weather or Force Majeure circumstances. Upon the termination of the inclement weather or Force Majeure circumstance, then the provisions of this Agreement shall be reinstated and once again binding upon the parties.



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

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

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

**9. STATUS OF CONTRACTOR:** The Contractor is an independent contractor.

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

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

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

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

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

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

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

**17. SUBCONTRACTING AND ASSIGNMENT:** The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent

of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

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

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

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

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

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



**23. 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

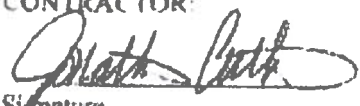
written notice being given by the City to the Contractor. The City's decision as to whether sufficient authorizations are available shall be accepted by Contractor and shall be final.

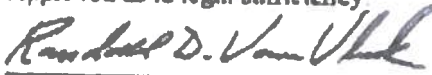
**24. WORKERS COMPENSATION INSURANCE:** Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will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

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

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

CITY OF LAS VEGAS  
Approved By:   
Leo J. Macistas, City Manager  
Attest:   
Casandra Fresquez, City Clerk

CONTRACTOR:  
  
Signature  
Printed Name: Jonathan Arthur  
Position: Owner/President

Approved as to legal sufficiency:  
  
New Mexico Local Government Law

**“ATTACHMENT “A”**

**ARTHUR REGIONAL LANDFILL, INC. Cost Proposal**

**CITY OF LAS VEGAS, NEW MEXICO**

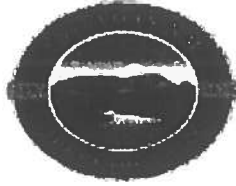
**Opening No. 2023-14**

**Solid Waste Tipping Fees for Municipal Solid Waste (MWS) Per Ton**

**RATES FOR SERVICE BROKEN DOWN**

**“ATTACHMENT “A”**  
**Arthur Regional Landfill, INC.**  
**Rates for Service**

Arthur Regional						
REF NO.	BID ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT AMOUNT	Rate Amount
1	1.000	Residential	1	Ton	\$31.54	\$31.54
2	2.000	Commercial	1	Ton	\$31.54	\$31.54
3	3.000	Construction	1	Ton	\$31.54	\$31.54
4	4.000	Tire 16"	1	Ton	\$5.00	\$5.00
5	5.000	Truck Tires	1	Ton	\$8.00	\$8.00
6	6.000	Tractor Tires	1	Ton	\$13.00	\$13.00
7	7.000	Bulk non-compactable waste	1	Ton	\$100.00	\$100.00
8	8.000	White Goods	1	Ton	\$4.00	\$4.00
9	9.000	Refrigerators	1	Ton	\$40.00	\$40.00
10	10.000	Direct Burial Fee	1	Ton	\$20.00	\$20.00
11	11.000	Recycle Fee/ Motor Oil	1	Gal	\$5.00	\$5.00
12	12.000	Loader Charge minimum charge	1	EA	\$50.00	\$50.00
13	13.000	Loader Charge over 10 hours	1	Hr	\$10.00	\$10.00



### Approval Form

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

\*Reviewed: Leo Maestas 5/24/23  
Leo Maestas, City Manager Date

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

*AD*

Date Submitted: 5/17/2023

Department Submitting: Utilities Division Submitter: Maria Gilvarry

Documents To Be Reviewed: Contract for Solid Waste Tipping Fees with Arthur Regional Landfill Inc.

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

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

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

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

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

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

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

1 Randall D. VanVleet 05.30.2023  
Attorney Review Date

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

2 \_\_\_\_\_  
Finance Director Date

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

3 \_\_\_\_\_  
Leo Maestas, City Manager Date

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

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



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

**Meeting Date:** March 13, 2024

**Date Submitted:** 03/01/24

**Department:** Utilities

**Item/Topic:** Addendum #1 to Contract #3965-23 DUB-L-EE, Inc. for maintenance and emergency repairs to the City natural gas transmission. RFP #2023-12 was awarded on 05/02/2023. Contract #3965-23 was signed on 05/02/23. The extended term of this agreement will be for 1 year.

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

**Attachments:** Addendum #1, Contract 3965-23.

**Committee Recommendation:** This item will be discussed at the March 12, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

\_\_\_\_\_  
Department Director

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

Reviewed By:

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

*Donna Choy* 3/5/24  
\_\_\_\_\_  
Finance Director

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

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

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

**ADDENDUM #1**  
**AGREEMENT/CONTRACT #3965-23**  
**RFP# 2023-12**  
**AWARDED ON:05/02/2023**  
**DUB-L-EE, INC**

This Addendum entered into this **2<sup>ND</sup> Day of May, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **DUB-L-EE, INC, INC**, hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 05/02/2023 the City and DUB-L-EE, INC, INC entered into an Agreement/Contract pursuant to a call for RFP in which DUB-L-EE, INC, INC agreed to provide:

**MAINTENANCE & EMERGENCY REPAIRS TO CITY NATURAL GAS TRANSMISSION**

**WHEREAS, the** City and DUB-L-EE, INC, INC now desire to extend the original Agreement/Contract for an additional year from **05/02/2024 thru: 05/01/2025**.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #3965-23.

**WHEREAS**, City and Contractor agree to the following method of payment: the total amount of compensation **MAINTENANCE & EMERGENCY REPAIRS TO CITY NATURAL GAS TRANSMISSION**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.



**NOW THEREFORE**, the parties agree as follows:

1. This Agreement and the prior agreement dated 05/02/2023 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 05/02/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

**DUB-L-EE, INC, INC**

**REVIEWED AND APPROVED:**

\_\_\_\_\_  
Tim Montgomery                      Date  
City Manager

\_\_\_\_\_  
Title                                      Date

ATTEST:

\_\_\_\_\_  
Casandra Fresquez                      Date  
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND DUB-L-EE, LLC.**

This Professional Services Agreement (“Agreement”) is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and DUB-L-EE (“Contractor”), of 98 Highway 66E East, Albuquerque, New Mexico, 87123, on this 2nd day of May, 2023 (“Effective Date”). Throughout this Agreement, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to collectively as “Parties.”

**Recitals**

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

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

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

**1. SCOPE OF SERVICES:**

The Offeror shall perform and provide maintenance and emergency repairs to the City’s natural gas distribution system on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following:

1. The offeror shall show that he has a New Mexico general Contractors license and all other licenses required by law Federal Information Security Modernization Act (FISMA) and City of Las Vegas Operation & Qualifications Manual procedures (O&M) to perform the work required by this contract.
2. The offeror shall demonstrate at least five (5) years experience repairing and installing of natural gas distribution system.
3. The offeror shall provide documentation of operator’s qualifications, welder’s qualifications, Polyethylene butt fusion, and drug and alcohol testing as per Public Regulation Commission requirements.
4. The offeror will do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner.

5. The offeror shall provide on-site supervision at all times for all of their work to be performed.
6. The City of Las Vegas gas Distribution system consists of ¾ inch to eight inch gas main (steel, polyethylene, polyvinyl chloride).
7. The City of Las Vegas shall be in contact with the offeror within two hours of an Emergency gas-leak and offeror shall provide a schedule to be on-site with-in a ten hour period.
8. The City of Las Vegas shall be in contact with the offeror within a two hour period of a reported non-emergency system maintenance need and offeror shall provide a schedule to be on site within ninety-six hour time period.

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

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

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

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

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

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

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

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

right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

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

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

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

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

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

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

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

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

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

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

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

**17. PROFESSIONAL LIABILITY INSURANCE:** The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by

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

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

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

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

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

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

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

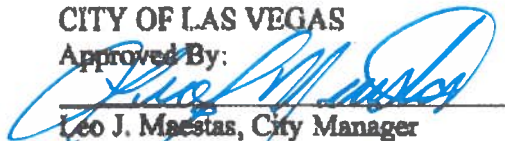
activities. The Contractor covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor's failure to comply with the provisions of this Paragraph and that the indemnification provision of this contract will apply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

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

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

CITY OF LAS VEGAS

Approved By:

  
Leo J. Maestas, City Manager

Attest:

  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

  
New Mexico Local Government Law

CONTRACTOR:

  
Signature

Printed Name: Eddie Saiz

Position: President

**“ATTACHMENT “A”**

**DUB-L-EE Cost Proposal**

**CITY OF LAS VEGAS, NEW MEXICO**

**Opening No. 2023-12**

**ON-CALL SERVICES FOR MAINTENANCE & EMERGENCY REPAIRS  
TO THE CITY’S NATURAL GAS DISTRIBUTION SYSTEM**

**RATES FOR SERVICE BROKEN DOWN**

**Exhibit "A"**  
**Compensation Rate Schedule**  
**AGR23-917**

**Materials Costs & Specialty Equipment Rental:**

Materials shall be paid at invoice cost from the vendor/supplier with applicable hourly rates for administrative/invoice processing costs as identified below.

Specialty rental equipment (excluding small tools) to be paid at Contractor's rental cost with a \$100.00 per invoice processing fee.

**Subcontractors:**

Shall be paid at the subcontractor's cost to Contractor based upon an itemized quote for labor, material, and equipment costs with applicable hourly rates for administrative processing costs as identified herein.

Administrative/Invoice Fee/Hourly Rates	Year 1
Material Administrative Processing Cost – Per Invoice	\$100.00
Subcontractor Administration Processing Cost – Per Invoice	\$100.00

Labor Classification*	Year 1
<b>Supervisory Group</b>	
Project Manager <u>w/truck</u>	\$78.00 per/hr.
Superintendent w/truck	\$75.00 per/hr.
Foreman w/truck	\$70.00 per/hr.
Safety Manager w/truck	\$60.00 per/hr.
<b>Non-Supervisory Group</b>	
Laborer	\$34.20 per/hr.
Skilled	\$41.80 per/hr.
Specialty	\$47.50 per/hr.
<b>Per Diem</b>	
Per Diem: rates will be charged according to the GSA Site - <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">https://www.gsa.gov/travel/plan-book/per-diem-rates</a>	

**\*Hours in excess of 40 hours will be paid at 1.5 of the stated rates.**



Equipment Classification	
Track Excavator w/operator (CAT 200 Class & Smaller)	\$125.00 per/hr.
Backhoe w/operator	\$110.00 per/hr.
Water Truck w/driver	\$60.00 per/hr.
Mini Excavator w/operator (CAT 304 Class & Smaller)	\$105.00 per/hr.
Non-Destructive Pothole Machine	\$220.00 per/hr.
Arc Welding Truck w/ welder	\$110.00 per/hr.
Compressor w/accessories	\$30.00 per/hr.
Loader	\$105.00 per/hr.
Utility Truck ¾ ton	\$39.00 per/hr.
Trencher w/operator	\$64.00 per/hr.
Pipe Trailer	\$28.00 per/hr.
Dump Truck w/ driver	\$85.00 per/hr.
Skid steer w/operator	\$85.00 per/hr.
Utility Truck 1-Ton	\$42.00 per/hr.
Shoring (OSHA APPROVED)	\$27.50 per/hr.
Enclosed Utility Trailer	\$15.00 per/hr.



**Exhibit "A,"  
Compensation Rate Schedule  
AGR23-917**

**Fuel Surcharge Adjustment Table**

Effective August 29, 2022, the base fuel cost shall be based on a \$4.9272 per gallon diesel fuel cost, and \$4.020 for gasoline. For any monthly variance (increase or decrease) greater than \$0.25 after August 29, 2022, as determined by the U.S. Energy Information Administration (US EIA), U.S. On-Highway Diesel Fuel Prices for the Rocky Mountain Region reported weekly on Tuesdays, increases exceeding \$0.25 change over the prior period will result in a Fuel Surcharge Adjustment, calculated based on a percentage of the cost of fuel for the round-trip haul portal to portal for mobilization. The percentage applied to the cost of fuel is detailed below. Effective July 11, 2022, each whole \$0.25 change over \$4.00 will result in a fuel surcharge of increasing percentages. Fuel costs corresponding to the ranges listed below shall apply to the cost of fuel for a given trip. Contractor shall provide evidence of the actual rate of fuel paid for each trip when billing the fuel surcharge, failure to do so shall result in no fuel surcharge being applied.

Should the cost of fuel decrease, the applicable percentage for the corresponding fuel cost range shall apply. Should fuel costs fall below the \$4.00 base fuel cost, no fuel surcharge shall apply.

For example, the current fuel price per the US EIA Rocky Mountain on May 2, 2022, of \$5.41 with a reported round trip actual fuel expense of \$779.04, the 16% fuel surcharge would apply, based on the fuel price range of \$5.25 - \$5.49. The resulting fuel surcharge would be the validated actual fuel expense of \$779.04, multiplied by the Surcharge Percentage 0.16 resulting in \$124.65. The fuel surcharge of \$124.65 would then be added to the contracted trip charge of \$1,350.00, for a total invoiced trip charge of \$1,474.65.

Fuel Cost	Surcharge Percentage
Less than \$4.00	0%
\$4.00-\$4.24	6%
\$4.50-\$4.49	8%
\$4.50-\$4.74	10%
\$4.75-\$4.99	12%
\$5.00-\$5.24	14%
\$5.25-\$5.49	16%
\$5.50-\$5.74	18%
\$5.75-\$5.99	20%
\$6.00-\$6.24	22%
\$6.25-\$6.49	24%
\$6.50-\$6.74	26%
\$6.75-\$6.99	28%

**Exhibit "A,"  
Compensation Rate Schedule  
AGR23-917**

**Other Costs and Charges:**

**Fuel surcharge for equipment ("burn rate")**

Small equipment will be calculated at 3.9 gallons per hour. Large equipment will be calculated at 8.9 gallons per hour. Small equipment shall be defined as mini-excavator, backhoes, and rollers. Large equipment shall be defined as loader, vactor, excavator 200 class and smaller.

Rate for Mobilization as a one-time mobilization charge shall be utilized **per Task Order** for the range of Task Order amounts below (shall apply to any job site location in Los Alamos County):

<b>Task Orders Amount (less GRT)</b>	<b>Mobilization Charge</b>
Less than \$25,000	10% of Task Order Value
\$25,000 to \$50,000	10% of Task Order Value
>\$50,000 to \$75,000	10% of Task Order Value
>\$75,000 to \$100,000	10% of Task Order Value
>\$100,000 to \$150,000	10% of Task Order Value
>\$150,000 to \$200,000	10% of Task Order Value
>\$200,000 to \$250,000	10% of Task Order Value
>\$250,000 to \$300,000	10% of Task Order Value
>\$300,000 to \$350,000	10% of Task Order Value
>\$350,000 to \$400,000	10% of Task Order Value
>\$400,000 to \$450,000	10% of Task Order Value
>\$450,000 to \$500,000	10% of Task Order Value
>\$500,000 and beyond	10% of Task Order Value



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

**Meeting Date:** March 13, 2024

**Date Submitted:** 03/01/24

**Department:** Utilities

**Item/Topic:** Addendum #2 to Contract #3875-22 with The Master's Touch, LLC for monthly mailing and postage for the Utilities Department. RFP #2022-23 was awarded on 05/09/2022. Contract #3875-22 was signed on 05/09/2022. The extended term of this agreement will be for 1 year.

**Fiscal Impact:** Costs budgeted out of customer service line item number as needed.

**Attachments:** Addendum #1, Addendum #2, Contract 3975-22.

**Committee Recommendation:** This item will be discussed at the March 12, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

\_\_\_\_\_  
Department Director

Reviewed By:

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

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

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

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

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

**ADDENDUM #2**  
**AGREEMENT/CONTRACT #3875-22**  
**RFP# 2022-23**  
**AWARDED ON: 5/9/2022**  
**THE MASTER'S TOUCH LLC**

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

**WITNESSETH:**

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

**MONTHLY MAILING & POSTAGE FOR UTILITIES**

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

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

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

**NOW THEREFORE**, the parties agree as follows:

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

CITY OF LAS VEGAS

**THE MASTER’S TOUCH LLC**

**REVIEWED AND APPROVED:**

\_\_\_\_\_  
 Tim Montgomery                      Date  
 City Manager

\_\_\_\_\_  
 \_\_\_\_\_  
 Title                                      Date

ATTEST:

\_\_\_\_\_  
 Casandra Fresquez                      Date  
 City Clerk

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

**ADDENDUM #1**

**AGREEMENT/CONTRACT #3875-22**

**RFP# 2022-23**

**AWARDED ON: 5/9/2022**

**THE MASTER'S TOUCH LLC**

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

**WITNESSETH:**

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

**MONTHLY MAILING & POSTAGE FOR UTILITIES**

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

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

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

**NOW THEREFORE**, the parties agree as follows:

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

CITY OF LAS VEGAS

**THE MASTER'S TOUCH LLC**

**REVIEWED AND APPROVED:**

*Leo Maestas* 3/15/23  
 Leo Maestas *By* Date  
 City Manager

DocuSigned by:  
*Jim Cote*  
 01D58A435AE34A1

President March 23, 2023 | 10:  
 Title Date

**ATTEST:**

*Cassandra Fresquez* 3/15/23  
 Cassandra Fresquez Date  
 City Clerk



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

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

**Recitals**

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

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

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

**1. SCOPE OF WORK**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

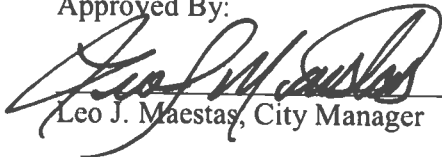
**24. MISCELLANEOUS:** This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement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

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

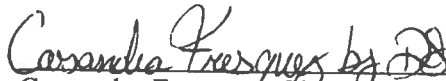
In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS

Approved By:

  
Leo J. Maestas, City Manager

Attest:


  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

  
Scott Aaron, City Attorney

CONTRACTOR:

The Masters Touch, LLC

  
Signature

Printed Name: Jim Cote'

Position: President      May 5, 2022

**“ATTACHMENT “A”  
THE MASTER’S TOUCH LLC  
Rate Schedule**

**CITY OF LAS VEGAS, NEW MEXICO**

**Opening No. 2022-23**

**PRINTING & MAILING SERVICES**

Pricing for  
City of Las Vegas, NM

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

	<u>Unit Price</u>
1. CASS and NCOA client name and address files. Provide updated/corrected records to client after mailing	Included
2. Image statement information to face and back of 8 ½ x 11 In 2 colors. Include one horizontal perf, fold and insert.	\$.19 each
3. #10 outgoing envelope – universal window	\$.035 each
4. #9 reply envelope – universal window	\$.032 each
5. Programming already completed – changes, if any	\$110.00/Hr.
6. Additional Optional inserts and mailing	
a. 3.5 x 8.5 insert prints black one or two sides	\$.018 each
b. 8.5 x 11 insert prints black one or two sides	\$.035 each
7. Postal delivery to USPS Sectional Center	\$.02 each
8. Billing statement – page 2	\$.065 each

Notes:

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

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

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

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

Thank you,



Jim Cote  
President

May 3, 2022

Accepted \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



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

**Meeting Date:** March 13, 2024

**Date Submitted:** 2/25/24

**Department:** Executive

**Item/Topic:** Presentation by NMHU Regents speaking on a proposal to preserve the Highlands University Gene Torres Golf Course for Las Vegas and Consideration of the Memorandum of Agreement (MOA) to provide funding in the amount of \$60,000.00 annually for 3 years.

The City of Las Vegas is a partner with NMHU and San Miguel County who will each provide funding in the amount of \$60,000.00 for three (3) years in order to continue the partners investments and keep the golf course operating.

**Fiscal Impact:** \$60,000 annually for three (3) years

**Attachments:** PowerPoint presentation and MOA

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

Approved For Submittal By:

Reviewed By:

  
Finance Director

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

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

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

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



# Preserving the HU Gene Torres Golf Course for Las Vegas

PROPOSAL TO THE CITY OF LAS VEGAS COUNCIL

PRESENTED : FEBRUARY 21, 2024

PRESENTERS: DR. MINNER, BILL GARCIA, AARON FLURE, LARRY FRANKEN

# Preserving the GTGC – What is the Problem?

- ▶ History – In March, 2019 the HU Board of Regents voted to close the Golf Course, which had operated in Las Vegas since 1958.
- ▶ The accumulated financial deficits had reached \$3m and could no longer be sustained under the current conditions. Accreditation was at risk and the HE Department was pushing HU to get this “fixed”.
- ▶ What resulted was an innovative partnership between HU, the County of San Miguel and the City of Las Vegas. Each partner committed to provide funding for the next 2 years in order to re-open the course. In addition HU was proposing to bring forth a plan that would use vacant golf lots to build homes on. The plan included dedicating lots for commercial leases.
- ▶ The plan was to use the \$70k from each partner to re-open the golf course and use the 2 years to develop the plan to use the vacant land for development which would replace the annual subsidy of \$210k.

## How did it Work?

- ▶ The partnership was governed by a Memorandum of Agreement between the City, County and Highlands.
- ▶ Key parts included the \$70k each partner committed for two years; the establishment of a Management Committee that was charged with overseeing the golf course operations. It was intended to ensure financial oversight, operating efficiency, golf course maintenance and the promotion of youth golf within the community.
- ▶ The Management Committee that was appointed included the following: 1) Bill Garcia, NMHU Regent; 2) Larry Franken, County Rep; and 3) Leo Maestas, City of LV Rep. Max Baca and later, Aaron Flure was appointed Fiscal Agent. In addition the group added Dr. Frank Sanchez, HU Regent; Geno Torres, Businessman; and Dennis Rivera, HU Grounds Superintendent as special advisors. Regent Cody Rivera replaced Dr. Sanchez for the second season.

# GTGC Management Committee -Accomplishments

- ▶ The Management Committee met frequently during the two years and provided oversight that ensured efficiency, tee time availability, and financial oversight.
- ▶ The Management Committee listened to the partners and provided the following:
  - ▶ Walking path for community members – coarse millings compressed for a nice walkway (Thanks to the City and Franken Construction).
  - ▶ Exercise Stations along the trail of the walking path – 8 stations in all.
  - ▶ Re opening of the Golf Course Restaurant. Second season.
  - ▶ Promoted tournaments – attempting to attract outside players.
  - ▶ Minutes of all the meetings were sent to the offices of the Mayor and County Chair.



# Financial & Operating Results

## Financials

### Season 1 Operations

9 & 18 Hole Plays:	4,093 / \$48,578.04
Car Rentals:	3,734 / \$27,536.65
Golf Memberships:	37 / \$29,764.10
Tournaments:	17 / \$33,559.00
Driving Range:	1,471 / \$16,436.00

### Season 2 Operations

9 & 18 Hole Plays:	5,321 / \$69,822.93
Car Rentals:	5,139 / \$42,661.77
Golf Memberships:	70 / \$58,146.65
Tournaments:	49 / \$33,559.00
Driving Range:	1,974 / \$16,436.00

---

### Season 1 Expenses

Contracts:	\$147,233.59
Maint & Utilities:	\$75,217.00
Advertising:	\$0.00
Misc/Supplies:	\$16,203.86
Total:	\$238,654.45

### Season 2 Expenses

Contracts:	\$231,752.56
Maint & Utilities:	\$193,572.57
Advertising:	\$7,500.00
Misc/Supplies:	\$6,952.28
Total:	\$439,777.41

\*Final Reserve over two seasons: \$83,000

# Financial Projections

Projections	Start May 2024		
	2024	2025	2026
Partner Investments	\$ 185,000.00	\$ 190,000.00	\$ 190,000.00
Carryover	\$ 83,155.96	\$ 72,891.81	\$ 46,985.25
Misc Income	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
<b>Total - Revenues - Play</b>	<b>\$187,435.25</b>	<b>\$247,626.81</b>	<b>\$257,531.88</b>
<b>Total Play Revenue and Subsidy</b>	<b>\$ 467,591.21</b>	<b>\$ 522,518.62</b>	<b>\$ 506,517.13</b>
<b>Totals - Expenses</b>	<b>\$ 394,699.40</b>	<b>\$ 475,533.37</b>	<b>\$484,298.49</b>
<b>End Of Season</b>	<b>\$ 72,891.81</b>	<b>\$46,985.25</b>	<b>\$22,218.63</b>

# HU's efforts to develop the Residential Development Plan

- ▶ The plan to provide a roadmap for the development of the residential housing and commercial lots, was delayed by HU's inability to secure planning funds to support it. The comprehensive plan outlined by Mr. Murphy totaled \$210k.
- ▶ Outreach efforts to 1) NM Mortgage Finance Authority, 2) NM Dept of Economic Development, 3) NNM Economic Development and 4) USDA all proved fruitless. The USDA seemed the most promising and an application for the \$210k was submitted – it took 8 months, before the application was processed and deemed “denied”. (We were trying)
- ▶ In December, 2023, the HU Board of Regents and the Administration voted to support a study by Mr. Murphy, which though reduced in scope (\$60k), it will provide important information to advance the proposed development of the golf course property. ( We got it done).

# Recommendation to City Council

- ▶ Based on the Management Committee's review of the previous two seasons – it was agreed that the following recommendations be made:
  - ▶ Continue the partners Investments and keep the golf course operating
  - ▶ Establish a new MOA between the partners.
  - ▶ Each Partner to provide \$60k annually for 3 years.
  - ▶ HU will fund the Murphy study which will complete by 7/30/2024, and share the results with the partners.



# Final Thoughts

- ▶ We respectfully submit the proposal for continuing the Investment that will allow the GTGC to continue operations for the next three years.
- ▶ Over the next 3 years, the study by Mr. Murphy will have been completed and we will understand the feasibility of whether it makes sense to continue and if does, provide the plan with all appropriate detail.
- ▶ This is an investment in an idea that could generate significant tax revenues to the City, County, school districts, and the State. In addition, it would provide new housing in a community which has a need to provide this kind of housing in attracting young families, professionals and retirees. It can stimulate the reversal of the loss of population over the past 20 years.
- ▶ We respectfully ask that you approve this request.
- ▶ Questions?

**MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF LAS VEGAS,  
SAN MIGUEL COUNTY, AND  
NEW MEXICO HIGHLANDS UNIVERSITY**

This Memorandum of Agreement (“MOA”) is made and effective on the date of the last signature affixed hereto, by and between the City of Las Vegas (“the City”), San Miguel County (“the County”), and New Mexico Highlands University (“the University”), (individually, the “Party” and collectively, the “Parties”) and is in effect as of the date last executed below.

**I. RECITALS**

WHEREAS, the University acquired the Gene Torres Golf Course (the “Golf Course”) in 1964;

WHEREAS, the Golf Course has provided members of the University community with opportunities to take golf lessons for credit each semester and a place to conduct outdoor recreation and campus life activities;

WHEREAS, the Golf Course has provided citizens of the City and County with the opportunity to play the sport they love or in some cases start their journey on learning how to play golf;

WHEREAS, the Golf Course has provided the City and County with tax dollars from services provided to the public;

WHEREAS, the City, the County, and the University recognize that the Golf Course is a unique and valuable resource and that it should be operated efficiently in order to remain open and available for use;

WHEREAS, the City, the County, and the University share complementary visions, missions, and goals in opening the Golf Course and maintaining it as a clean recreational outdoor space for their citizens and community members;

WHEREAS, development of vacant property in the form of residential and commercial tracts can generate income for the City (e.g., utilities, gross receipts);

**II. DEFINITIONS**

The following definitions are applicable wherever these terms are used in this MOA:

- A. “City” – the City of Las Vegas, a municipality
- B. “Contributions” – \$60,000 per Season for three Seasons provided by the Principals
- C. “County” – San Miguel County

D. "Fiscal Agent" – the entity responsible for managing all financial matters on the Project

E. "Golf Course" – the Gene Torres Golf Course located at 1 Country Club Dr., Las Vegas, NM 87701

F. "Management Committee" – the three-person committee appointed by the Principals with responsibility for all day-to-day management and operations of the Golf Course, including but not limited to hours of operation, number and duties of personnel, maintenance schedule, and rates per round

G. "MOA" – this Memorandum of Agreement

H. "Principals" – the City, the County, and the University

I. "Project" – the reopening of the Golf Course

J. "Season" – opening day and closing day as determined by the Management Committee

K. "University" – New Mexico Highlands University, a constitutionally created higher educational institution

### III. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained below, the City, the County, and the University agree as follows:

#### **A. Ownership**

1. The University will retain ownership of the Golf Course regardless of any contributions by others.

2. Any decision that affects the ownership of the Golf Course will be made solely by the University.

3. The University will research the feasibility of the development of the vacant property in and around the Golf Course for sustainable funding.

#### **B. The Principals**

1. The City, the County, and the University will serve as the Principals on the Project.

2. Each Principal will have an equal vote regarding the Project.

3. The Principals will fund the Project with \$60,000 per Season for three Seasons. Each Principal has the right to determine if it will continue funding after each season and shall inform all other Principals no later than January 15<sup>th</sup> following the Season just played after receiving a summary report by December 30<sup>th</sup> on the Season played.

4. Any of the Principals may, but is not required to, increase its contribution beyond its \$60,000 per Season for three Seasons commitment.

5. The Principals shall each deposit \$60,000 with the Fiscal Agent for the first Season within thirty (30) days after this MOA becomes effective.

6. The Principals shall each deposit \$60,000 with the Fiscal Agent for subsequent Seasons by January 31<sup>st</sup> following the previous Season played.

**C. The Fiscal Agent**

1. The University will serve as the Fiscal Agent of the Project.

2. The Fiscal Agent will be responsible for advising the Principals and the Management Committee on all financial matters relating to the Project and the operations of the Golf Course.

**D. Management of the Golf Course**

1. The Principals will create a three-person Management Committee with responsibility for all day-to-day management and operations of the Golf Course, including but not limited to hours of operation, number and duties of personnel, maintenance schedule, and rates per round.

2. Each Principal will appoint one person to and retain one person on the Management Committee.

3. The University's representative will serve as the Chair of the Management Committee.

**E. Costs and Expenses**

1. All costs incurred by the City, the County, and the University to open and maintain the Golf Course, with the exception of compensation for members of the Management Committee, will be reimbursed from revenue from operations of the Golf Course and the Principals' contributions.

2. Each Principal will be responsible for any compensation of the person it appoints to the Management Committee.

3. Employees of the Principals who are assigned to work at the Golf Course will be compensated from Golf Course revenues and the Contributions.

4. Each Season, the Management Committee will advise the Las Vegas City Council, the San Miguel County Commission, and the New Mexico Highlands University Board of Regents, as soon as possible, but no later than December 30<sup>th</sup> of each year, if the Management Committee anticipates there are insufficient funds to complete the Season .

5. At least once a month and/or upon request, the Management Committee will provide to the Principals a written report of all Golf Course revenue and expenditures, via the Management Committee Official Minutes.

6. At no time may annual expenditures exceed actual revenue plus Contributions without the prior approval of all three Principals.

#### **F. Other Contributors**

1. The Las Vegas City Schools, the West Las Vegas Schools, and other entities or organizations may contribute to the Project.

2. The Management Committee will notify the Principals of any proposed contributions and will work with the Fiscal Agent to develop written terms and conditions of such contributions.

#### **G. Termination**

1. This MOA may be terminated by any Party upon written notice delivered to the other Parties at least thirty (30) days prior to the intended date of termination.

2. By such termination, none of the Parties may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

#### **H. Liability**

1. Each Party shall be solely responsible and liable for its own actions and omissions and all claims, demands, actions, causes of action, suits, losses, damages, liabilities, expenses, and costs ("Claims") arising therefrom, subject to the limitations and immunities in the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-27.

2. Nothing in this MOA shall be construed as limiting the authorities and responsibilities vested in any Party.

#### **I. Use of Information**

1. The Parties agree to use the same degree of care, discretion, and confidentiality under state and federal laws with any shared or transferred information as they would use with their own information.

2. Requests for information by anyone other than the Parties shall be addressed pursuant to the Inspection of Public Records Act, NMSA 1978, §§ 14-2-1 through 14-2-12, and appropriate policies of each Party.

#### **J. Governing Law**

1. This MOA shall be governed by the laws of the State of New Mexico.

2. In any judicial action arising from or relating to this MOA, the Parties consent to venue and jurisdiction in the Fourth Judicial District Court, San Miguel County, New Mexico, and to service of process under the laws of the State of New Mexico.

**K. Amendment**

1. This MOA shall not be altered, changed, or amended except by a written instrument executed by each of the Parties.

**L. Notices**

1. All notices and communications required by this MOA shall be given by personal delivery, by nationally recognized courier delivery services, or by certified mail of the United States Postal Service, postage prepaid, return receipt requested, addressed to the other party as follows (or such other address or person as a Party may specify to the other Parties by notice given pursuant to this paragraph.

2. Notices shall be deemed given as follows: (a) if personally delivered, on the day of such notice is delivered; (b) if sent by nationally recognized overnight courier delivery service, one (1) day after such notice is sent; or (c) if sent by certified mail, two (2) days after such notice is sent.

3. All Notices required by this MOA shall be sent to the following:

**City of Las Vegas**

City of Las Vegas  
Office of the City Manager  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701  
[tmontgomery@lasvegasnm.gov](mailto:tmontgomery@lasvegasnm.gov)

**San Miguel County**

San Miguel County  
Office of the County Manager  
500 W. Nation Avenue, Suite 200  
Las Vegas, New Mexico 87701  
[jansley@co.sanmiguel.nm.us](mailto:jansley@co.sanmiguel.nm.us)

**New Mexico Highlands University**

New Mexico Highlands University  
Office of the President  
800 University Avenue  
Las Vegas, New Mexico 87701  
[President\\_office@nmhu.edu](mailto:President_office@nmhu.edu)

**M. Third Party Beneficiaries**

1. Nothing contained herein is intended to create and shall not be construed to create any right, title, or interest in or for the benefit of any person other than the Parties.

2. No person shall claim any right, title, or interest under this MOA or seek to enforce this MOA as a third party beneficiary of this MOA.

**N. ASSIGNMENT**

1. None of the Parties shall assign or transfer any interest in this MOA or assign any claims for money due or to become due under this MOA without the prior written approval of the other Parties.

WHEREUPON, this MOA has been executed on the dates indicated next to each of the respective signatures with the date of this MOA to be the date of the last signature affixed hereto.

**CITY OF LAS VEGAS**

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

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

**SAN MIGUEL COUNTY**

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

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

**NEW MEXICO HIGHLANDS UNIVERSITY**

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

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



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

**Meeting Date:** March 13, 2024

**Date Submitted:** 3/7/24

**Department:** Executive

**Item/Topic:** Presentation by Clarity Collins with North Central NM Economic Development District and Consideration of a Request for Proposal ( RFP) to seek Disaster Legal Services for the City of Las Vegas, NM for damages sustained from the Hermits Peak Calf Canyon wildfires.

The City of Las Vegas sustained significant damages as a result of the Hermit's Peak/Calf Canyon (HPCC) wildfire and is pursuing all available compensation in order to execute a full and effective recovery.

**Fiscal Impact:**

**Attachments:** RFP

**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

 3/8/24  
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:** March 13, 2024

**Date Submitted:** 3/7/24

**Department:** Executive

**Item/Topic:** Consideration of a Request for Proposal (RFP) to seek Disaster Recovery Services for the City of Las Vegas NM current and future disasters.

The City of Las Vegas sustained significant damages to water infrastructure as a result of the Hermit's Peak/Calf Canyon (HPCC) wildfire.

**Fiscal Impact:**


**Attachments:** RFP

**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

*Donna Chung* 3/8/24  
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: March 13, 2024**

**Date Submitted:** February 29, 2024

**Department:** Public Works Division

**Item/Topic:** Requesting to award RFP #2024-17 and contract Grant Writing Services to Arch Consulting LLC.

**Advertised:** February 2, 2023; Las Vegas Optic, Albuquerque Journal and City Website

**Bid Opening:** February 27, 2024 at 2:30 p.m. at the City of Las Vegas, Utilities Department

**Number of Proposers:** 1– Arch Consulting LLC


**Fiscal Impact:** To various city department operating budgets.

**Attachments:** Recommendation form, Proposal Scoring Matrix, Proposal Opening Form, Proposal Received.

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

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

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

Reviewed By:

 3/5/24  
\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City Attorney (Approved as to Form)

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

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

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

**March 13, 2024**

**Attention:** City of Las Vegas Governing Body

City of Las Vegas

1700 N. Grand Avenue

Las Vegas, NM 87701

**Reference:** Request for Proposal Recommendation Form

Request for Proposal City of Las Vegas

RFP 2024-17 Grant Writing Services

**Dear** Governing Body,

Proposals were received, opened on February 27, 2024 at 2:40 p.m. at the City of Las Vegas, City Utilities Department 905 12<sup>th</sup> street Las Vegas, NM 87701. Scoring Matrix and documents for the referenced RFP are attached.

The proposal received from Arch Consulting LLC is in compliance with contract requirements and are qualified to provide and adhere to the Professional Service Agreement.

The City of Las Vegas Public Works Department is recommending to award & contract with Arch Consulting LLC.

Approved For Submittal By:

  
Department Director

**SCORING MATRIX**  
**RFP #2024-17 Grant Writing Services**

	Arch Consulting LLC.
<p><b>1. Define the methodology/approach</b> to be used to identify the needs of the City which would be eligible for funding through grants.  <b>15 points</b></p>	<p><u>Evaluator #1---13</u>  <u>Evaluator #2---13</u>  <u>Evaluator #3---13</u>  <u>Evaluator #4---13</u>  <u>Evaluator #5---13</u></p>
<p><b>2. Detail the procedure</b> you would utilize in identifying grants which would address the needs identified as above.  <b>10 points</b></p>	<p><u>Evaluator #1---8</u>  <u>Evaluator #2---8</u>  <u>Evaluator #3---8</u>  <u>Evaluator #4---7</u>  <u>Evaluator #5---8</u></p>
<p><b>3. Generally,</b> detail the involvement and role of City staff and City resources in the grant writing process. Describe, in detail, the process you would utilize to prepare the actual grant application.  <b>20 Points</b></p>	<p><u>Evaluator #1---16</u>  <u>Evaluator #2---17</u>  <u>Evaluator #3---17</u>  <u>Evaluator #4---16</u>  <u>Evaluator #5---17</u></p>
<p><b>4. Required Experience –</b> Certification levels and information on the personnel that hold the required certifications including years of experience. List your experience in the identification and preparation of grants for municipalities. Specifically, detail your experience with Local, State, Federal, Foundation and Philanthropic Grants.  <b>20 Points</b></p>	<p><u>Evaluator #1---18</u>  <u>Evaluator #2---16</u>  <u>Evaluator #3---18</u>  <u>Evaluator #4---17</u>  <u>Evaluator #5---17</u></p>
<p><b>5. List up to five (5)</b> funded grants which you developed detailing the funding source, amount requested and amount funded.  <b>20 Points</b></p>	<p><u>Evaluator #1---20</u>  <u>Evaluator #2---20</u>  <u>Evaluator #3---20</u>  <u>Evaluator #4---20</u>  <u>Evaluator #5---20</u></p>
<p><b>6. Describe the background,</b> experience and qualifications of the person(s) who will act as the grant writer and the qualifications of any staff who will assist with the preparation of grant applications (include their role, education, relevant experience and related qualifications)  <b>10 Points</b></p>	<p><u>Evaluator #1---10</u>  <u>Evaluator #2--10</u>  <u>Evaluator #3--10</u>  <u>Evaluator #4--10</u>  <u>Evaluator #5—10</u></p>
<p><b>7. Resident Preference –</b> Offeror’s proximity to the City of Las Vegas= 2.5 points  Veterans Preference – Business owners status as a US Military Veteran= 2.5 points  <b>5 Points</b></p>	<p><u>Evaluator #1--0</u>  <u>Evaluator #2--0</u>  <u>Evaluator #3--0</u>  <u>Evaluator #4--0</u>  <u>Evaluator #5—0</u></p>
<p><b>Totals</b></p>	<p><u>Evaluator #1--85</u>  <u>Evaluator #2--84</u>  <u>Evaluator #3--86</u>  <u>Evaluator #4--83</u>  <u>Evaluator #5--85</u></p>
	<b>84.6%</b>

CITY OF LAS VEGAS  
RFP/BID/OPENING

DATE: 27-Feb-2024

OPENING NO.: 2024-17

TIME: 2:30 PM

DEPARTMENT: **EXECUTIVE**

LOCATION: City of Las Vegas Chambers  
1700 N. Grand Ave.  
Las Vegas, NM 87701

ITEM(S): **GRANT WRITING SERVICES**

	RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1	Arch Consulting LLC		0	0	✓	✓
2						
3						
4						
5						
6						

	COMPANY REPRESENTATIVE	COMPANY NAME
1	M. J. Garcia	CLV-INVENTORY
2	Francis	CLV-PLW
3	File	CLX Purchasing
4		
5		
6		
7		
8		
9		
10		

(use other side of form when full)  
ORIGINALS TAKEN BY CITY CLERK:  
[Signature]  
DATE: 2/27/24

OPENED BY: FINANCE DEPARTMENT  
[Signature]  
DATE: 2.27.2024

COPIES TAKEN BY DEPT:  
[Signature]  
DATE: 2.27.24

February 27, 2023

Timothy Montgomery, City Manager  
1700 N. Grand Ave.  
Las Vegas, NM 87701

Re: Transmittal Letter RFP 2024-17

Dear City Manager Montgomery,

I submit herewith a proposal for Grant Writing Services to be performed under the direction of the City of Las Vegas, NM under Request for Proposals 2024-17 issued January 31, 2024. The proposal submitted in this packet is for Robert J. Archuleta dba ARCH Consulting, LLC as a sole proprietor.

My company appreciates the opportunity to apply for this Request for Proposals and it's my hope that my proposal merits the approval of the review committee. Thank you for the opportunity.

Sincerely,



Robert J. Archuleta, Principal  
ARCH Consulting, LLC

Cc: RFP 2024-17 File

**OFFEROR INFORMATION**

OFFEROR: ARCH Consulting, LLC

AUTHORIZED AGENT: Robert J Archuleta

ADDRESS: 4200 EL Llano Rd #6 Las Vegas, NM 87701

TELEPHONE NUMBER ( ) 505-429-5970

FAX NUMBER ( ) N/A

DELIVERY: Same as above.

STATE PURCHASING RESIDENT CERTIFICATION NO.: N/A

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

SERVICE (S): **GRANT WRITING SERVICES** THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

**AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL**

STATE OF New Mexico }

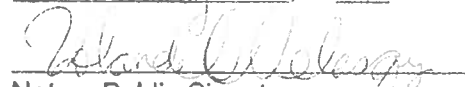
COUNTY OF San Miguel }

I, Robert J Archuleta state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

  
Signature

Subscribed and sworn to before me, this 13 day of February, 2024.

(SEAL)

  
Notary Public Signature  
My Commission Expires: 9-13-26

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

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source of small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.



**"Prospective contractor"** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE** to an applicable public official by me, a family member or representative.

*Rachel Ann* 2-12-24 ARCH Consulting, LLC  
Signature Date

Principal  
Title (Position)

**REQUEST FOR PROPOSALS**

**FOR**

**GRANT WRITING SERVICES**

**(2024-17)**

**SUBMITTED BY:**

**ROBERT J. ARCHULETA**

**DBA**

**ARCH CONSULTING, LLC**

## Table of Contents

<b>Transmittal Letter.....</b>	
<b>Offeror's Identification.....</b>	
<b>Notarized Affidavit</b>	
<b>Campaign Contribution Disclosure Form.....</b>	
<b>Personnel Experience.....</b>	
<b>Licenses.....</b>	
<b>Experience in Specialized Services.....</b>	
<b>Documentation.....</b>	
<b>Financial (If Applicable) .....</b>	
<b>Additional Information.....</b>	
• <b>General Liability Insurance</b>	
• <b>Automobile Insurance</b>	
• <b>Workman's Compensation Exempt Letter</b>	
• <b>Tax ID #</b>	

## PERSONNEL EXPERIENCE

1. Define the methodology/approach to be used to identify the needs of the City which would be eligible for funding through grants.

**Response:** The City of Las Vegas is guided by several important documents outlining the needs of the city. The first document is the Comprehensive Master Plan (CMP) which is a plan that is due for an update next year and it was a plan that I managed together with Architectural Research Consultants, city staff, and community stakeholders. To acquire the funding for this plan, I wrote a grant approximately four years ago to the New Mexico Finance Authority (NMFA) and acquired \$50,000 to fund an architectural firm for the development of the plan. The City of Las Vegas at the time had **NOT** updated their Comprehensive Master Plan (CMP) in ten years which placed the city at risk for local, state, federal, and legislative funding. An RFP was developed and managed by me, and the city now has a Comprehensive Master Plan which has opened many funding opportunities for the city.

The first methodology/approach to identify needs of the city is to use this plan as a guiding principle to address needs of the city or address policy changes that need to be made within the operations of serving the public. The CMP encompasses infrastructure, roads, policy, historic preservation, tourism, water, land use, recreation, economic development, good governance, administration and facilities, transportation and utilities, parks and recreation, housing, hazard mitigation, and other needs. Since I assisted in developing this plan, I am quite familiar with the needs of the city and this plan has assisted me in developing grants and strategies for acquiring funding for the City of Las Vegas.

The next document that the City of Las Vegas is guided by is the Infrastructure Capital Improvement Plan (ICIP) which guides local governments as a planning tool which establishes priorities for anticipated infrastructure projects. This plan is updated annually as a 5-year plan submitted to the Local Government Division of the Department of Finance and Administration (DFA). This plan creates a process for the city to address critical infrastructure or equipment needs and allows local, state, and federal funders to create opportunities for grants, capital outlay, or other state or federal funding appropriations.

My experience in the ICIP has been in the development and management of the plan for the city for approximately 7 years as a former employee and contractor. In addition, I also managed the County of San Miguel's ICIP and in fact, during a transition of jobs from one entity to the next, I developed two ICIP's in one year for the City and County. I have actively worked with the staff, the administration, the governing body, the public, and DFA in developing the plan, ranking the plan, amending the plan, and submission of the plan through resolution for several years.

The second methodology/approach is to utilize the ICIP to identify projects and seek legislative or grant funding from local, state, federal, or foundations or companies that are in line with projects identified in the ICIP. This important document determines process, creates goals and objectives, reviews existing plans, analyzes the future, reviews existing projects, identifies projects, seeks costs and estimates for funding, prioritizes projects, reviews capacity of an entity or staff, identifies funding sources, drafts the ICIP, acquires feedback, obtains approval via resolution, and the plan is submitted.

The ICIP guides the infrastructure projects of the city and facilitates projects that are realistic, achievable, and shovel ready and outlines equipment needs for the administration. The staff are the most important component of the ICIP, and I have worked with all Departments in identifying their needs to include necessary funding. Part of this methodology/approach especially for legislative funding is to monitor the spending and reconciling use of funds through the DFA funding database and internal case management collaborating with staff and finance.

The next important document is the Asset Management Plan (AMP) which is another plan that I managed for the city which outlines the needs of each road within the city limits. The City of Las Vegas has 77 road miles, and the AMP was a project I managed to assess all 77 road miles. This document which provides a grading system and recommendations for each road within the city and provides a guide on what each road needs. For example, one road may need just a 2" pavement overlay or another one may need a full depth reconstruction.

This plan has assisted the city and public works in acquiring necessary needed grant funds for such projects as the Plaza Park area, Legion Drive, Mountain View, Hot Springs (CDBG), University, and El Creston. The city has been able to demonstrate to the funder who in many instances is NMDOT that it actively has a plan for all roads within the city limits. The AMP also identifies other needs such as curbing, gutter, driveway pads, and sidewalks. Although funding for roads can be scarce, the AMP does provide the legislature, NMDOT, DFA, and state and federal agencies a professional document to outline the road infrastructure needs of the City of Las Vegas.

The third methodology/approach is to use the Asset Management Plan to identify the roads in most need of improvements, roads that may pose a life, health or safety issue, and roads that are highly used such as Mills Avenue which is considered an arterial road. During call for projects typically from NMDOT or from the legislature, this plan can be used as a guiding document to demonstrate to funders the needs of the road(s). This document has been extremely helpful to the public works department and for engineers assisting the city in planning, designing and constructing roads.

The staff member who I have worked with the most in grant applications for roads is Danny Gurulé for such applications to NMDOT for Legion Drive and Plaza Park and I have also worked with the NMDOT staff on other project management needs such as applications for funding, requests for reimbursements, reporting, and notices of obligation. My experience

provides subject matter knowledge to the city since I have written CDBG grants and presented to the CDBG grant council in Santa Fe twice and I have managed the County Arterial Program (CAP), School Bus Routes (SB), Safe Routes to School, Coop, and some portions of the Municipal Arterial Program (MAP). Having extensive experience and established relationships with the state in these different projects provides a great approach for assisting the city in acquiring funding.

Another important document that I managed for the City of Las Vegas and implemented the update is the Metropolitan Redevelopment Act Plan (MRA). This plan is another plan that I facilitated for the city which outlines the needs of three downtown districts to include the Plaza District, the Douglas District, and the Railroad District. The plan also identifies some needs in what's known as "El Distrito de Las Escuelas" as one of the oldest historical neighborhoods in the state in the South Pacific Street corridor. This MRA plan outlines needs of areas that need rehabilitation, redevelopment, private investment toward stimulating the economy of those districts and creating a public/private partnership and outlying identified projects. Some examples include the Castaneda Hotel, Great Blocks on Railroad, and new businesses on or near these districts.

Once such example that is pending for a project grant award that I was recently highly involved in before my contract expired is the Economic Development Administration (EDA), Disaster Relief Grant. This grant which has passed three major departments of the review team, legal, and engineers will bring 2.3 million with match to the Douglas district and the dilapidated old Safeway Parking Lot area including infrastructure improvements and EV charging stations from a separate grant.

My experience in developing the MRA plan, serving as a former ex-officio member of Mainstreet de Las Vegas and working with New Mexico Mainstreet provides the city subject matter experience in understanding the needs of the downtown districts. Also, having well over 6 years' experience in the Community Development Department and Planning and Zoning Director for the County of San Miguel has given me experience and knowledge of land use and historical needs and issues of the city. Also, I previously served as the City Planner and some of the planning projects I have assisted with are Love's Truck Stop, Murphy USA, Lota Burger, Great Blocks, The Skillet, and Castaneda.

Therefore, the fourth methodology/approach is to utilize the MRA plan and my education and experience in planning and zoning and land use as a guide to identify necessary projects for the city in acquiring grant funds or legislative funds within the downtown districts.

The fifth methodology/approach is to assist the city in seeking and identifying grants that the City of Las Vegas will qualify for as an entity as follows:

- competitive grants based on merit and needs of a city;
- formula grants where awardees are usually predetermined;
- continuation grants which are often renewed;

- pass through grants issued by the federal government given to states for local municipalities;
- private donors or corporations; and
- legislative funding.

Finally, the sixth methodology/approach is to create and nourish existing relationships with local, state, federal, and private funders to identify potential funding areas which has been a common practice for me in assisting the City of Las Vegas. These relationships also include active communication with congressional staffers, state agency staffers, the Council of Governments (COG), local leadership, legislators, consultants, staff, and daily researching federal and state databases or grant announcement sites and seeking grants or funding applications that meet the needs of city government.

One of the most important tools is to actively read as many funding announcements as possible and conduct research. It is extremely important to have knowledge of the city budget in order to meet cash match or in-kind requirements and capacity of staff to administer grant projects. Research will identify grants to make the city better and provide funding to carry out projects and supply necessary equipment in serving the public.

**2. Detail the procedure you would utilize in identifying grants which would address the needs identified as above.**

**Response:** The procedure for identifying grants to address the needs listed above are as follows:

1. Conduct research of databases, federal grant searches, state and federal announcements, collaborate with existing local, state, and federal relationships to identify potential funding sources including the Council of Governments (COGs).
2. Monitor the Bipartisan Infrastructure Law Bill and Build Back America Program to seek funding that is available including Grants.gov and state of NM grant announcements.
3. Use "Keywords" for grant searches (e.g., road funding, water infrastructure, or historic preservation).
4. Search for "Program Support" grants which are grants for specific projects.
5. Identify a project that is listed as a need for the city or identified through the staff or administration and define the needs and goals.
6. Seek approval from the City Manager, the Governing Body if necessary and the staff to target the grant.
7. Ensure that the grant application criteria are met and will be a match for the City of Las Vegas including assessing the suitability and feasibility.
8. Identify if a cash match requirement or what in-kind requirements will be and collaborate with finance and city manager to budget for any cash match requirements.
9. Develop a Scope of Work to address the need of the entity.
10. Write the narrative and tell the story to the funder the needs of the community by creating a narrative that will justify the scope of work.

11. Develop a budget and cost summary.
12. Secure supporting documentation such as engineering reports, plans and designs, architectural designs, assessments, letters of support, and other requirements such as entity identifiers.
13. Submit the grant.

Other areas are to monitor: *Grants.gov, State Agency Grant Announcements, Grant Station, Foundation Directories, GuideStar (Mostly for Non-Profits), email list serves, municipal league, and legislative websites.*

- 3. Generally detail the involvement and role of City Staff and City resources in the grant writing process. Describe, in detail, the process you would utilize to prepare and actual grant application.**

**Response:** There are several roles by the city staff in developing a grant application which include collaborating with staff to acquire data, information, demographic information, trends, scope of work, plans, designs, engineering reports, meetings, email, telephone calls, zoom meetings, research, budget information, narrative information, and all relevant information needed to meet the funding criteria. The city staff assists in identifying goals and the needs and allows for targeting grants that are suitable to enable the city to have a successful application in a competitive funding market. "Everyone is fighting for the same dollar" so it's important to collaborate with the staff to be organized, concise, clear, logical but mostly achievable.

The resources available in the grant writing process are reports such as the comprehensive master plan or ICIP as an example or a plan and design or engineering reports. Construction ready documents are the most useful tools to securing grant funding because it allows the funder to understand that the city is ready to administer the grant funding. Quite often, there is a lot of research involved in meeting the narrative criteria. In many instances meetings need to be held with engineers or architects to develop the narrative, scope of work, and budget. Being on-site at the city administration building creates access to staff to acquire information needed to complete a grant application.

The city resources available begin with staff who are the experts in their departments and understand the needs and issues needed to serve the public. Next is the availability of internet, computers, and printers needed to conduct research, package grant applications, and submit grants which are typically on a database or an established electronic grant application and access on-site at the city's administration building creates a better efficient process. However, working outside the city can be adaptable depending on the needs of the city.

Access to the city manager, governing body, staff, and finance director to acquire decision making and budgetary information also creates an easier process to develop a grant application. Having access to email, telephone, xerox, and staff works more efficiently when needing information, signatures, letters of support, and meetings before submission of a grant. Decision making for grant matching dollars or in-kind match assists in making judgements



regarding capacity of the administration of the grant can be decided “down the hall”. Creating great relationships with the staff and fostering creativity to make a grant application stand out from others is helpful.

The process to develop a grant is as follows:

1. Identify the grant funding source local, state, federal, legislative, or philanthropic.
2. Determine if the City of Las Vegas meets eligibility requirements before applying.
3. Review the proposal criteria to ensure that the City can answer all required information and meet the funding criteria.
4. Determine if there is a match requirement either cash or in-kind.
5. Determine if the City can budget for a cash match and there are enough funds to meet the matching dollars. If the match is in-kind, determine if the City has the staff capacity to meet the in-kind match.
6. Seek approval from the city manager to move forward on the grant. If the request is from the governing body, ensure that the city manager and finance are aware to ensure budget is available for any match requirements.
7. Meet with relevant staff to make sure there is a need for that department and determine if the project has a scope of work, plan and design, pre-engineering report, architectural design, landscape plan, cost estimates or cost estimates if the grant is being written for equipment. **(Note: in some instances, a grant application is submitted to develop a plan and design and construction dollars are sought out later)**
8. Complete all necessary forms and demographic information needed by the funder.
9. Conduct research needed for the grant narrative and write the narrative that is compelling and demonstrates impact to the organization.
10. Prepare a draft budget and attach necessary reports, pictures, engineering reports, supporting documentation, plans and design, architectural reports, cover letters, letters of support, and any relevant documentation needed for the grant.
11. Proofread the document and ensure that it meets the narrative criteria and budget and ask another staff or colleague if available to read the grant for a “second set of eyes” to be thorough for grammar, punctuation, and grant criteria especially for competitive grants.
12. Prepare draft letters of support and seek out stakeholders who can submit a letter of support.
13. Meet and discuss with relevant staff to ensure the grant meets the need of that department.
14. Meet and discuss with city manager and finance director to ensure funding needs will be met and matching dollars are met. **(Note: For larger grants, the anticipation of a Budget Adjustment Request (BAR) may be necessary and approved by the governing body or a match waiver may be necessary for hardship grants)**
15. Complete the detailed budget requirements.
16. Collaborate with a colleague to check that criteria from the proposal request meets the obligations.

17. Complete a checklist or audit spreadsheet to ensure all the criteria is met and supporting documentation is uploaded.
18. Notify the city manager that the grant is complete and ready for submission.
19. Submit the grant, save an electronic copy, a hardcopy and create a calendar date when the grant committee will notify applicants.
20. Save the submission email or receipt that the grant was accepted.

**4. Required Experience – Certification levels and information on the personnel that hold the required certifications including years of experience. List your experience on the identification and preparation of grants for municipalities. Specifically, detail your experience with Local, State, Federal Foundation and Philanthropic Grants.**

**Response:** Currently I have 25 years' experience in government, and I am retired from state and local government (PERA), 2.5 years at Los Alamos National Labs, and 2.5 years consulting. In 30 years, I have had experience with administering grant funding, seeking grant funding, project management from grant funding, and finance as it relates to grant funding. More importantly, I have audited grantees to ensure the funds are being used appropriately. Therefore, I have gone full circle on administering and utilizing grant funding.

My experience in the identification and preparation of grants for municipalities has been through collaboration with the administration, governing body, county commission, staff, engineers, architects, planners, local, state, and federal employees, congressional staffers, state staffers, office of the governor, legislators, grant councils, council of governments, and conducting research via databases, grants.gov, email notifications, and research.

Outreach is a large portion of preparing grants and I have cultivated relationships with many individuals and entities at the local, state and federal level in benefitting the City of Las Vegas and San Miguel County.

Grant writing involves a lot of research and monitoring of emails, databases and general research via the internet. Research and outreach are the two major tools needed to seek grant funding and having an understanding of the City of Las Vegas' needs based on experience provides an opportunity for success. However, understanding how these grants will be administered is useful in preparing a grant application.

My experience with local, state, federal, foundation, and philanthropic grants are diverse. Regarding federal grants, in most instances these funds are administered through the state as a "pass-through" entity down to local governments. In terms of federal grants as an example, I have applied for a CDBG Grant for Hot Springs Blvd which is money from Housing and Urban Development (HUD). Also, I have experience with the Country Acres CDBG project at the County of San Miguel. I've presented both projects to the CDBG Grant Council in Santa Fe. Recently, I collaborated with the Council of Governments to co-write and conduct the research for the grant for a federal Economic Development Administration (EDA) Disaster Relief Grant that will create an economic boost to the Douglas District. (This grant is pending).

Most of the federal grants I have dealt with are with the State of New Mexico with former agencies and some with the City of Las Vegas and my experience are as follows:

- National Highway Traffic Safety Administration (NHTSA)
- Federal 164 grant funds for highway safety for alcohol impaired driving countermeasures.
- Federal 402 federal aid for traffic safety programs.
- Federal 410 federal funds for reduction of traffic safety issues and equipment.
- Federal 405 federal funds for impaired driving, occupant protection, distracted driving, motorcycle safety, graduated licensing.
- Federal 406 funding seatbelt use performance.
- Federal 408 Traffic Safety Information Systems
- Federal 2010 Motorcycle Safety
- SAFETEA LU and Map 21 Federal Highway Safety Grants
- Tribal Highway Safety Grants via Bureau of Indian Affairs.
- Federal Juvenile Justice Grants
- Federally Funded Underage Drinking Grants through Office of Juvenile Justice and Delinquency Prevention (OJJDP)
- Federal Security Federal Funding Los Alamos National Labs (Cannot be disclosed).
- Congressional Directed Spending (CDS) – **CITY OF LAS VEGAS**
- Federal Fire Grants – **CITY OF LAS VEGAS**
- Economic Development Administration (EDA) Disaster Relief Grant – **CITY OF LAS VEGAS**
- Community Development Block Grant (CDBG) **CITY OF LAS VEGAS AND SAN MIGUEL COUNTY**
- Department of Cultural Affairs, Historic Preservation Division CLG Grants -**CITY OF LAS VEGAS**

***Note: Some of these federal monies required annual and bi-annual grant applications to access the funds. I am familiar with the Uniform Code of Federal Regulations (CFR) which outlines the use of federal funds.***

A large majority of grants that I have dealt for municipalities are state funded grants and my experience with these grants are as follows:

***Note: Some of these state grants are federal funds and the state agencies are pass through agencies.***

- Legislative Capital Outlay
- NMDOT Road Fund Grants – Call for Projects
- Community Driving While Impaired (CDWI)
- Local Driving While Impaired Driving (LDWI)
- Drivers Education

- New Mexico Finance Authority
- New Mexico Tourism Department
- New Mexico Department of Finance and Authority (CDBG)
- New Mexico Department of Cultural Affairs, Certified Local Government
- New Mexico Mainstreet
- Energy and Minerals
- New Mexico Environment Department
- New Mexico Economic Department
- Children Youth and Families Department
- Local Government Road Fund County Arterial Program (CAP) Municipal Arterial Program (MAP), School Bus Route (SB), Cooperative Program (Coop)
- Lodgers Tax
- Administrative Office of the Courts (AOC)
- Motor Vehicle Department (MVD)
- Regulation and Licensing Division (RLD)
- Department of Public Safety (DPS)
- New Mexico Department of Health (NMDOH)
- Bureau of Indian Affairs

The experience in local grants is writing grants to the agencies listed above and these are some examples which include the New Mexico Finance Authority (NMFA) for the Comprehensive Master Plan; New Mexico Environment Department, RAID Grant for the County of San Miguel for removal of tire environmental waste; New Mexico Department of Finance and Authority (DFA) for Old City Hall; New Mexico Department of Cultural Affairs, Certified Local Government for Old City Hall and E. Romero Hose and Fire Company, and New Mexico Tourism, Recreation Trails Grant.

Philanthropic Grants I have dealt with recently are grant giving from Corporations such as T-Mobile for Gateway Entrances to the Riverwalk and the National Fitness Campaign for an outdoor fitness court which was not accepted by the previous city manager.

I formerly served as the Chair of the Con Alma Health Foundation who provided grant making to non-profits throughout the state of New Mexico for addressing health disparities as the largest endowment in the state having a budget of 25 million dollars.

**5. List up to five (5) funded grants which you developed detailing the funding source, amount requested, and amount funded.**

1. T-Mobile Hometown Grant for the Gateway Entrances to the Riverwalk.  
 Amount Requested: \$50,000  
 Amount Funded: \$50,300  
 Funding Source: T-Mobile Grant Giving Hometown Grant

2. New Mexico Department of Cultural Affairs, Historic Preservation Division for window stabilization for the Old City Hall  
Amount Requested \$59,000  
Amount Awarded \$41,837  
Funding Source: National Parks Service
3. Regional Recreations Centers, Quality of Life Grant for Padilla Park Sports Park  
Amount Requested: \$91,000  
Amount Awarded: \$91,000  
Funding Source: Build Back America- Bi-Partisan Infrastructure Bill -Department of Finance and Authority (DFA) pass through.
4. Regional Recreation Grant for Old City Hall  
Amount Requested: \$320,000  
Amount Funded: \$320,000  
Funding Source: Build Back America- Bi-Partisan Infrastructure Bill -Department of Finance and Authority (DFA) pass through.
5. New Mexico Finance Authority (NMFA) for the Comprehensive Master Plan  
Amount Requested: \$50,000  
Amount Funded: \$50,000  
Funding Source: New Mexico Finance Authority.

Currently, there are several grants that are still pending notification when my past contract expired that potentially can be awarded.

- EDA Disaster Relief Grant - \$2.3 million - Pending
- NM Tourism to promote Las Vegas Fiestas -\$30,000 – Pending
- Cultural Properties Grant for Old City Hall - \$200,000 – Pending
- 10 plus Legislative Grants submitted to the Legislature
- Energy and Minerals Grant for Lighting for Rodriguez Park \$200,000
- EV Charging Stations Valencia Parking Lot and Safeway Parking \$325,000

6. **Describe the background, experience and qualifications of the person(s) who will act as the grant writer and the qualifications of any staff who will assist with the preparation of grant applications (include their role, education, relevant experience and related qualifications).**

**Response:** ARCH Consulting, LLC is managed by Robert J. Archuleta as the sole proprietor and currently there are no subcontractors. Robert Archuleta will act as the grant writer in fulfillment of the scope of work or any potential amendments.

My education is a Master of Public Affairs from New Mexico Highlands University with a Political and Governmental Emphasis. My undergraduate degree is from New Mexico State University, Bachelor of Criminal Justice, and my third degree is and Associate of Science Degree in Electronics Technology from Luna Community College.

Robert J. Archuleta, dba ARCH Consulting, LLC has 30 years' work experience with twenty-five years in state and local government, two and a half years at Los Alamos National Labs, and two and a half years consulting for the City of Las Vegas, El Centro Family Health, and I have also worked a summer internship at Sandia National Labs.

My strengths include written and verbal communication skills, auditing, policy writing and consultation, grant writing, budgets, public speaking, computer literate, productive, ambitious, collaborative, committed, confident, organized, personable, detail oriented, and most of all I care about the community of Las Vegas, New Mexico.

My previous experience working for the City of Las Vegas understanding the needs of the community is with the work that I have already done highlighted above. My sole company provides the subject matter expertise and experience often not found in rural communities and my company is willing to take on work that is often not desirable.

During the tenure of my career, I have worked with a vast amount of grant funded programs and have administered a vast number of projects for local, state, and tribal programs funded by the federal, state, and local governments and some private donors.

#### **7. Resident Preference – Offerors proximity to the City of Las Vegas**

**Response:** ARCH Consulting, LLC is located in Las Vegas, NM located near the City of Las Vegas.

## EXPERIENCE IN SPECIALIZED SERVICES

List up to five (5) funded grants which you developed detailing the funding source, amount requested, and amount funded.

1. T-Mobile Hometown Grant for the Gateway Entrances to the Riverwalk.  
Amount Requested: \$50,000  
Amount Funded: \$50,300  
Funding Source: T-Mobile Grant Giving Hometown Grant
  
2. New Mexico Department of Cultural Affairs, Historic Preservation Division for window stabilization for the Old City Hall  
Amount Requested \$59,000  
Amount Awarded \$41,837  
Funding Source: National Parks Service
  
3. Regional Recreations Centers, Quality of Life Grant for Padilla Park  
Amount Requested: \$91,000  
Amount Awarded: \$91,000  
Funding Source: Build Back America- Bipartisan Infrastructure Bill - Department of Finance and Authority (DFA) pass through.
  
4. Regional Recreation Grant for Old City Hall  
Amount Requested: \$320,000  
Amount Funded: \$320,000  
Funding Source: Build Back America- Bi-Partisan Infrastructure Bill -Department of Finance and Authority (DFA) pass through.
  
5. New Mexico Finance Authority (NMFA) for the Comprehensive Master Plan  
Amount Requested: \$50,000  
Amount Funded: \$50,000  
Funding Source: New Mexico Finance Authority.

City of Las Vegas, New Mexico

# BUSINESS LICENSE/REGISTRATION

**ARCH CONSULTING, LLC#4393**

BUSINESS: \_\_\_\_\_

ADDRESS: **LAS VEGAS, NM 87701** \_\_\_\_\_

**2024**



APPROVED

Community Development

\_\_\_\_\_  
Business Owner



*David Romero*

David Romero

Mayor



# County Business License Registration

No. 1108

\$36.00

STATE OF NEW MEXICO



COUNTY OF SAN MIGUEL

WHEREAS, Robert Archuleta an agent, person, firm, corporation or association known as

## Arch Consulting, LLC

engaged in a business or occupation within the unincorporated area of San Miguel County, New Mexico, has made application for a business license registration as a Consulting & Project Management & Grants has paid to the Collector of aforesaid County the fee of (\$36.00), the amount required by law.

**THEREFORE**, license has been granted to the said Robert Archuleta ending December 31, 2024 under the provisions of the law in such case made and provided.

IN WITNESS WHEREOF, said business license registration approved at Las Vegas, San Miguel County, New Mexico,



on this 16th day of January, 2024

Amanda C. Salas  
Planning and Zoning Director

01/17/24  
Date

Received of the sum of THIRTY-SIX AND 00/100 in full payment of the above license.

Aileen Ortiz  
Collector

1/17/24  
Date

2024

# New Mexico Highlands University

has conferred upon

Robert J. Archuleta


the degree of

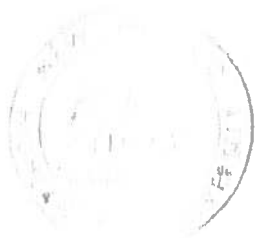
Master of Arts

Public Affairs

Political and Governmental Processes

with all the rights and privileges appertaining to that degree,  
in testimony whereof, the Regents of the University upon recommendation  
of the Faculty have granted this diploma bearing the seal of the University  
this tenth day of December, two thousand and one.

  
President of the Board of Regents



  
President of the University

By authority of the Board of Regents of the  
**New Mexico State University**

and upon recommendation of the University Faculty

**Robert James Archuleta**

has been admitted to the degree of  
**Bachelor of Criminal Justice**

and is entitled to all rights and honors thereto appertaining.

Witness the Seal of the University and the signatures of its Officers  
this month of May, 1994, at Las Cruces, New Mexico



James L. Clark  
President of the Regents

George C. Perry  
Vice-President of the Regents

J. C. Vigil  
Member of the Regents

James E. Helgen  
President of the University

Jack Pitt  
Secretary-Treasurer of the Regents

Carl Lamborn  
President Emeritus of the Regents

E. Rene' Coates  
Dean



THIS CERTIFIES THAT

*Robert James Archuleta*

HAVING COMPLETED THE PROGRAM REQUIREMENTS OF THIS INSTITUTE

IS HEREBY GRANTED THIS

ASSOCIATE IN APPLIED SCIENCE DEGREE IN

ELECTRONICS TECHNOLOGY

WITH ALL THE RIGHTS, HONORS, AND PRIVILEGES PERTAINING THERETO

IN WITNESS WHEREOF, THE SEAL OF THE INSTITUTE  
AND THE SIGNATURES OF THE PROPER OFFICERS ARE HEREUNTO AFFIXED

GIVEN IN THE CITY OF LAS VEGAS,  
IN THE STATE OF NEW MEXICO  
ON THE FOURTEENTH DAY OF JANUARY,  
IN THE YEAR OF OUR LORD  
ONE THOUSAND NINE HUNDRED  
AND NINETY TWO



*Samuel A. Vigil*  
PRESIDENT  
LVII

*James A. Long*  
CHAIRPERSON  
BOARD OF DIRECTORS

Financial

Not Applicable

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

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

<b>PRODUCER</b> Liberty Mutual Insurance PO Box 188065  Fairfield OH 45018		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
<b>INSURED</b> Arch Consulting Llc 4200 El Llano Rd, 6  Las Vegas NM 87701		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: General Insurance Company of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 24732	


**COVERAGES**                      **CERTIFICATE NUMBER: 0227915221**                      **REVISION NUMBER: 2016-03**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	BWG67354438	02/08/2024	02/08/2025	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> Businessowners						MED EXP (Any one person)	\$ 15,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>							
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	<b>EXCESS LIAB</b>							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\*\*Proof of Insurance\*\*\*

<b>CERTIFICATE HOLDER</b> Arch Consulting Llc  4200 El Llano Rd, 6  Las Vegas NM 87701		<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE   Curtis Luken	
---	--	--	--

New Mexico Insurance Identification Card

**GEICO** GEICO Advantage Insurance Company

**Policy Number**   **Effective Date**   **Expiration Date**  
4367-96-19-60   06/30/23   12/30/23

**2023 SUBARU CROSSTREK**  
**Vehicle ID No.** JF2GTAAC2P9231784

**Named Insured(s)**   Robert J Archuleta

**Address** 4200 El Llano Rd Unit 6, Las Vegas NM 87701-8979

*Please keep this ID card in your vehicle at all times  
You may be required to produce it upon demand of law enforcement*

**2023 SUBARU CROSSTREK**

**Additional Drivers**

Andres Archuleta  
Isaiah Archuleta  
Adam Archuleta

New Mexico Insurance Identification Card

**GEICO** GEICO Advantage Insurance Company

**Policy Number**   **Effective Date**   **Expiration Date**  
4367-96-19-60   12/30/23   06/30/24

**2014 TOYOTA TACOMA**  
**Vehicle ID No.** 3TMLU4EN0EM158453

**Named Insured(s)**   Robert J Archuleta

**Address** 4200 El Llano Rd Unit 6, Las Vegas NM 87701-8979

*Please keep this ID card in your vehicle at all times  
You may be required to produce it upon demand of law enforcement*

**2014 TOYOTA TACOMA**

**Additional Drivers**

Andres Vicente Archuleta  
Isaiah Archuleta  
Adam Archuleta

February 27, 2023

Timothy Montgomery, City Manager  
1700 N. Grand Ave.  
Las Vegas, NM 87701

Re: Workers Compensation Exemption

Dear City Manager Montgomery,

This letter serves to advise the review team that under RFP 2024-17 for Grant Writing Services that Robert J. Archuleta dba ARCH Consulting, LLC is a sole proprietor and/or independent contractor exempt from carrying workers comp insurance.

The law states that three or more employees must carry workers comp insurance. As a sole proprietor (single person), the law allows sole proprietors/independent contractors to opt out.

My company appreciates the opportunity to apply for this Request for Proposals. Thank you.

Sincerely,



Robert J. Archuleta, Principal  
ARCH Consulting, LLC

Cc: RFP 2024-17 File



binding and offeror shall not rely upon such interpretations, corrections, and changes.

**MODIFICATION OR WITHDRAWAL OF PROPOSAL:**

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but **may not** be re-submitted.

Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their **Certificate Number** (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

**APPLICATION OF PREFERENCE:**

**FEDERAL TAX IDENTIFICATION NUMBER:**

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 87-4287331

SOCIAL SECURITY NUMBER: \_\_\_\_\_

**NEW MEXICO TAX IDENTIFICATION NUMBER:**

Payment may be withheld under Section 7-10-5, N.M.S.A. 1978 if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

**SPECIAL NOTICE:**

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals **will not** be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals **are not** public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

**NEGOTIATION:**

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

**CONTRACT:**

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

**TAXES:**

Bidder must pay all applicable taxes.

**NOTE:**

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts Tax in the City of Las Vegas.

**Request for Proposals**

**Grant Writing Services**

**2024-17**

**BACK COVER PAGE**

**End of Proposal**



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

**Meeting Date:** March 13, 2024

**Date Submitted:** 3/1/24

**Department:** Public Works

Item Topic: Award RFP # 2024-16 for the construction, reconstruction, pavement rehabilitation, drainage improvements, and miscellaneous construction to University Avenue to Pacheco Construction. The total cost of the projects being \$2,069,088.70 which does include New Mexico Gross Receipts Tax.

**Advertised:** January 30, 2024 Las Vegas Optic, Albuquerque Journal and the Construction Planning Room and City Website

**Bid Opening:** February 27, 2024

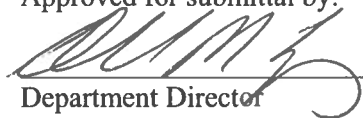
<b>Number of Bidders:</b> 3	<i>Pacheco Construction</i>	\$2,069,088.70 including GRT
	<i>Desert Fox</i>	\$2,406,961.06 including GRT
	<i>Magnum Construction</i>	\$2,583,881.64 including GRT

**Fiscal Impact:** None


**Attachments:** bid tab, bid opening sheet and the Engineers recommendation

**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:

 3/1/24  
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** \_\_\_\_\_



MILLER ENGINEERING CONSULTANTS

Engineers • Planners

February 29, 2024

Mr. Tim Montgomery  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

**RE: University Boulevard Reconstruction Project  
Bid Tabulation & Recommendation of Award**

Dear Mr. Montgomery:

We have tabulated the bids received at the bid opening conducted on February 27, 2024, at 2:00 PM for the above-referenced project. The attached bid tabulation indicates that the lowest apparent bidder is Pacheco Construction and Trucking.

We have consulted the website for the New Mexico Regulation & Licensing Department, Construction Industries Division, and have verified that Pacheco Construction and Trucking has an active New Mexico Contractors License Number of 82807, which does not expire until December 31, 2026. They currently hold GA01, GA02, GA03, and GB98 license classifications. Based on our review of the description of each license classification, it appears that Pacheco Construction and Trucking has the proper licensure to accomplish the scope of work outlined for this contract. We have also verified that Pacheco Construction and Trucking has a current and active Public Works Minimum Wage Rate Act Registration Number of # 002447820120511 as per the NM Department of Labor Website. Their bonding company, Merchants National Bonding, Inc. has an active license to conduct business within New Mexico.

Based on their lowest responsive bid and the information verified above, we recommend that the Base Bid be awarded to Pacheco Construction and Trucking in the amount of \$2,069,088.70 inclusive of NMGRT. We also recommend that Additive Alternate #1 be considered for award if the City has adequate funding available.

If you have any questions or need any additional information, please feel free to contact our office.

Sincerely,

**MILLER ENGINEERING CONSULTANTS, INC.**

Verlyn A. Miller, P.E.  
President

VAM:vam

Enclosures: Bid Tabulation & Supporting Data

Xc: Mr. Arnold Lopez, Public Works Director  
Mr. Danny Gurule, Public Works Manager  
Mr. Travis Martinez, Public Works Project Coordinator

**BID TABULATION**  
**University Boulevard Reconstruction Project TPF #HW2LP40043**  
**City of Las Vegas, New Mexico**  
**BID OPENING: February 27, 2024 @ 2:00PM**

Bid Lot #1					Engineers Estimate		Pacheco Construction & Truiking		Desert Fox		Magnum Welding & Construction	
SEQ NO.	NMDOT ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	203000	Unclassified Excavation	CY	1,500	\$ 20.00	\$ 30,000.00	\$ 10.00	\$ 15,000.00	\$ 18.00	\$ 27,000.00	\$ 24.00	\$ 36,000.00
2	207000	Subgrade Preparation - 12"	SY	7,000	\$ 12.00	\$ 84,000.00	\$ 8.00	\$ 56,000.00	\$ 5.00	\$ 35,000.00	\$ 12.00	\$ 84,000.00
3	303160	Base Course - 6"	SY	7,000	\$ 22.00	\$ 154,000.00	\$ 28.00	\$ 196,000.00	\$ 20.00	\$ 140,000.00	\$ 29.00	\$ 203,000.00
4	416000	Minor Paving - 2-1/2"	SY	14,000	\$ 32.00	\$ 448,000.00	\$ 30.00	\$ 420,000.00	\$ 30.00	\$ 420,000.00	\$ 47.00	\$ 658,000.00
5	451060	Concrete Pavement - 6"	SY	300	\$ 100.00	\$ 30,000.00	\$ 150.00	\$ 45,000.00	\$ 270.00	\$ 81,000.00	\$ 167.00	\$ 50,100.00
6	570182	12" Storm Drain Culvert Pipe	LF	100	\$ 250.00	\$ 25,000.00	\$ 200.00	\$ 20,000.00	\$ 150.00	\$ 15,000.00	\$ 212.00	\$ 21,200.00
7	601000	Removal of Structures and Obstructions	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 15,000.00	\$ 15,000.00	\$ 110,000.00	\$ 110,000.00	\$ 96,000.00	\$ 96,000.00
8	601110	Removal of Surfacing	SY	7,000	\$ 8.00	\$ 56,000.00	\$ 6.00	\$ 42,000.00	\$ 10.00	\$ 70,000.00	\$ 21.00	\$ 147,000.00
9	603270	SWPPP Plan Preparation	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,250.00	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00
10	603280	SWPPP Management & Maintenance	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00
11	608004	Concrete Sidewalks 4"	SY	1,500	\$ 75.00	\$ 112,500.00	\$ 100.00	\$ 150,000.00	\$ 115.00	\$ 172,500.00	\$ 102.00	\$ 153,000.00
12	608006	Concrete Sidewalks 6"	SY	600	\$ 85.00	\$ 51,000.00	\$ 110.00	\$ 66,000.00	\$ 165.00	\$ 99,000.00	\$ 159.00	\$ 95,400.00
13	608406	Conc. Med Pvmnt. 6" (Color and Patn)	SY	450	\$ 150.00	\$ 67,500.00	\$ 185.00	\$ 83,250.00	\$ 350.00	\$ 157,500.00	\$ 177.00	\$ 79,650.00
14	609200	Concrete Header Curb	LF	1,200	\$ 40.00	\$ 48,000.00	\$ 20.00	\$ 24,000.00	\$ 95.00	\$ 114,000.00	\$ 30.00	\$ 36,000.00
15	609424	Concrete Vertical Curb & Gutter Type B - 6"x24"	LF	2,500	\$ 40.00	\$ 100,000.00	\$ 60.00	\$ 150,000.00	\$ 72.00	\$ 180,000.00	\$ 50.00	\$ 125,000.00
16	618000	Traffic Control Management	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 8,500.00	\$ 8,500.00	\$ 70,000.00	\$ 70,000.00	\$ 60,500.00	\$ 60,500.00
17	621000	Mobilization	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00	\$ 125,000.00	\$ 125,000.00	\$ 225,000.00	\$ 225,000.00
18	623392	Curb Inlet Single Type C 0' TO 4'	EA	5	\$ 17,500.00	\$ 87,500.00	\$ 20,000.00	\$ 100,000.00	\$ 15,000.00	\$ 75,000.00	\$ 11,225.00	\$ 56,125.00
19	663855	Adjust Valve Box to Grade	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 1,200.00	\$ 3,600.00	\$ 1,000.00	\$ 3,000.00	\$ 1,200.00	\$ 3,600.00
20	663865	Adjust Water Meter to Grade	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 800.00	\$ 1,600.00	\$ 1,300.00	\$ 2,600.00
21		Utility Relocation Allowance	Allow	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
22		Laboratory Testing Allowance	Allow	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
23		Concrete Retaining Wall with Handrail	LF	125	\$ 350.00	\$ 43,750.00	\$ 350.00	\$ 43,750.00	\$ 950.00	\$ 118,750.00	\$ 227.00	\$ 28,375.00
24	701000	Panel Signs	SF	333	\$ 35.00	\$ 11,655.00	\$ 60.00	\$ 19,980.00	\$ 31.00	\$ 10,323.00	\$ 22.50	\$ 7,492.50
25	701100	Steel Post and Base Post for Aluminum Panel Signs	LF	370	\$ 25.00	\$ 9,250.00	\$ 38.00	\$ 14,060.00	\$ 27.00	\$ 9,990.00	\$ 19.50	\$ 7,215.00
26	702810	Traffic Control Devices for Construction	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$ 9,600.00	\$ 9,600.00	\$ 5,000.00	\$ 5,000.00
27	704000	Retroreflectorized Painted Markings 4"	LF	6,000	\$ 2.00	\$ 12,000.00	\$ 1.50	\$ 9,000.00	\$ 1.50	\$ 9,000.00	\$ 0.50	\$ 3,000.00
28	704004	Retroreflectorized Painted Markings 12"	LF	700	\$ 4.00	\$ 2,800.00	\$ 3.00	\$ 2,100.00	\$ 14.50	\$ 10,150.00	\$ 5.00	\$ 3,500.00
29	704006	Retroreflectorized Painted Markings 24"	LF	500	\$ 8.00	\$ 4,000.00	\$ 6.00	\$ 3,000.00	\$ 26.00	\$ 13,000.00	\$ 9.00	\$ 4,500.00
30	801000	Construction Staking By the Contractor	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00	\$ 100,000.00	\$ 43,000.00	\$ 43,000.00	\$ 95,500.00	\$ 95,500.00
<b>SUBTOTAL</b>					\$ 1,869,455.00		\$ 1,913,240.00		\$ 2,225,663.00		\$ 2,389,257.50	
<b>NMGRT @ 8.1458%</b>					\$ 152,282.07		\$ 155,848.70		\$ 181,298.06		\$ 194,624.14	
<b>TOTAL</b>					\$ 2,021,737.07		\$ 2,069,088.70		\$ 2,406,961.06		\$ 2,583,881.64	

resident 8% \$ 178,053.04  
 \$ 2,047,609.96

Additive Aternab #1 - 8th Street

SEQ NO.	NMDOT ITEM NO	DESCRIPTION	UNIT	QTY	Engineers Estimate		Pacheco Construction & Trucking		Desert Fox		Magnum Welding & Construction	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	203000	Unclassified Excavation	CY	1.000	\$ 20.00	\$ 20,000.00	\$ 10.00	\$ 10,000.00	\$ 18.00	\$ 18,000.00	\$ 24.00	\$ 24,000.00
2	207000	Subgrade Preparation - 12"	SY	2,200	\$ 12.00	\$ 26,400.00	\$ 8.00	\$ 17,600.00	\$ 4.60	\$ 10,120.00	\$ 12.00	\$ 26,400.00
3	303160	Base Course - 6"	SY	2,200	\$ 22.00	\$ 48,400.00	\$ 28.00	\$ 61,600.00	\$ 18.00	\$ 39,600.00	\$ 29.00	\$ 63,800.00
4	416000	Minor Paving - 2-1/2"	SY	4,400	\$ 32.00	\$ 140,800.00	\$ 30.00	\$ 132,000.00	\$ 30.00	\$ 132,000.00	\$ 47.00	\$ 206,800.00
5	601000	Removal of Structures and Obstructions	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 72,000.00	\$ 72,000.00	\$ 8,500.00	\$ 8,500.00
6	601110	Removal of Surfacing	SY	2,200	\$ 8.00	\$ 17,600.00	\$ 6.00	\$ 13,200.00	\$ 10.00	\$ 22,000.00	\$ 21.00	\$ 46,200.00
7	608004	Concrete Sidewalks 4"	SY	100	\$ 75.00	\$ 7,500.00	\$ 100.00	\$ 10,000.00	\$ 115.00	\$ 11,500.00	\$ 102.00	\$ 10,200.00
8	608006	Concrete Sidewalks 6"	SY	100	\$ 85.00	\$ 8,500.00	\$ 120.00	\$ 12,000.00	\$ 165.00	\$ 16,500.00	\$ 159.00	\$ 15,900.00
9	609424	Concrete Vertical Curb & Gutter Type B - 6"x24"	LF	700	\$ 40.00	\$ 28,000.00	\$ 60.00	\$ 42,000.00	\$ 72.00	\$ 50,400.00	\$ 50.00	\$ 35,000.00
10	618000	Traffic Control Management	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 40,000.00	\$ 40,000.00	\$ 2,500.00	\$ 2,500.00
11	663855	Adjust Valve Box to Grade	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
12	663865	Adjust Water Meter to Grade	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00	\$ 1,300.00	\$ 1,300.00
13	702810	Traffic Control Devices for Construction	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 16,000.00	\$ 16,000.00	\$ 1,950.00	\$ 1,950.00
14	704000	Retroreflectorized Painted Markings 4"	LF	1,500	\$ 2.00	\$ 3,000.00	\$ 1.50	\$ 2,250.00	\$ 1.50	\$ 2,250.00	\$ 0.50	\$ 750.00
15	704004	Retroreflectorized Painted Markings 12"	LF	500	\$ 4.00	\$ 2,000.00	\$ 3.00	\$ 1,500.00	\$ 14.50	\$ 7,250.00	\$ 5.00	\$ 2,500.00
16	704006	Retroreflectorized Painted Markings 24"	LF	50	\$ 8.00	\$ 400.00	\$ 6.00	\$ 300.00	\$ 26.00	\$ 1,300.00	\$ 9.00	\$ 450.00
17	801000	Construction Staking By the Contractor	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 14,500.00	\$ 14,500.00	\$ 19,500.00	\$ 19,500.00
SUBTOTAL						\$ 350,600.00		\$ 345,650.00		\$ 455,220.00		\$ 466,950.00
NMGRT @ 8.1458%						\$ 28,559.17		\$ 28,155.96		\$ 37,081.31		\$ 38,036.81
TOTAL						\$ 379,159.17		\$ 373,805.96		\$ 492,301.31		\$ 504,986.81

I hereby certify that the above figures are the same as those submitted in the bid proposals except for corrected items marked with an ((\*)), if applicable. Corrections based on Unit Price per Specifications

*V. A. Miller* 2/29/24

Verlyn A. Miller P.E.



# Contractor Registration Search

## Search for Registered Contractors

Select the Search button below to complete a search of Contractor Registrations. To refine your search, enter your desired search criteria using any of the fields below and then selecting the Search button.

Selecting the Reset button will clear all search field criteria entries.

Enter Information

FEIN:

Registration Number: 002447820120511

Contractor Name:

Contains

DBA Name:

Contains

**Registration Date:**

From Date: (mm/dd/yyyy)

To Date: (mm/dd/yyyy)

## Search Results

Rows 1-1 of 1		1-					Page 1 of 1	
Registration Number	Contractor Name	DBA Name	Phone Number	Address Line1	Registration Date	Expiration Date	Registration Status	Modified On
002447820120511	PACHECO CONSTRUCTION & TRUCKING, INC.		5754614811	3638 ROUTE 66	09/16/2022	09/16/2024	Active	09/16/2022



[Home Page](#)

Company Details

Company Name	PACHECO CONSTRUCTION & TRUCKING, INC.	License Number	82807
Phone Number	5754037217	License Status	Active
Issue Date	12/15/1999	Expiry Date	12/31/2026
Volume	\$1000000.00 +		
<b>Principal Place of Business Address</b>			
P.O. BOX 1405			
City	TUCUMCARI		
State	NM	Zip Code	88401

QP Details

Name	Certificate No	Classification	Attach Date	Status
<a href="#"><u>JOSHUA JAMES PACHECO</u></a>	374503	GB98	05/25/2012	Attached
<a href="#"><u>JOSHUA JAMES PACHECO</u></a>	374883	GA03	06/26/2012	Attached
<a href="#"><u>JOSHUA JAMES PACHECO</u></a>	375021	GA02	07/09/2012	Attached
<a href="#"><u>JOSHUA JAMES PACHECO</u></a>	375361	GA01	08/06/2012	Attached

[Back to search page](#) [Back](#)



## **Massachusetts Bay Insurance Company**

(NAIC #22306)

BUSINESS ADDRESS: 440 LINCOLN STREET, WORCESTER, MA 01653 - 0002.

PHONE: (508) 853-7200.

UNDERWRITING LIMITATION b/: \$7,919,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: New Hampshire.

## **Merchants Bonding Company (Mutual)**

(NAIC #14494)

BUSINESS ADDRESS: P.O BOX 14498, DES MOINES, IA 50306 - 3498.

PHONE: (515) 243-8171.

UNDERWRITING LIMITATION b/: \$22,374,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Iowa.

## **Merchants National Bonding, Inc.**

(NAIC #11595)

BUSINESS ADDRESS: P.O BOX 14498, DES MOINES, IA 50306 - 3498.

PHONE: (515) 243-8171.

UNDERWRITING LIMITATION b/: \$3,116,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Iowa.

## **Michigan Millers Mutual Insurance Company**

(NAIC #14508)

BUSINESS ADDRESS: P. O. Box 30060, Lansing, MI 48909 - 7560.

CITY OF LAS VEGAS  
RFP/BID/OPENING

DATE: 27-Feb-2024  
TIME: 2:00 PM

OPENING NO.: 2024-16

DEPARTMENT: PUBLIC WORKS

LOCATION: City of Las Vegas Chambers  
1700 N. Grand Ave.  
Las Vegas, NM 87701

ITEM(S): UNIVERSITY BOULEVARD RECONSTRUCTION  
PROJECT TPF#HW2LP40043

RECEIVED FROM:		AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
Pacheco Construction	Base Bid	1913240.00	✓	✓	✓	✓
	Alternate #1	345650.00				
Desert Fox Paving	Base Bid	2225663.00	✓	✓	✓	✓
	Alternate #1	455220.00				
Magnum Welding & Construction LLC	Base Bid	2289257.50	✓	✓	✓	✓
	Alternate #1	466950.00				

COMPANY REPRESENTATIVE	COMPANY NAME
Arnold Lopez	CITY OF L.V.
Tommy Garcia	Pacheco CONST.
Anthony Martinez	Desert Fox Paving
Mark Martin	Desert Fox Paving
JERRY CANWON	Pacheco CONST.
Margaret Silva	CLV - INVENTORY
Daniel Guruli	CLV - Public Works
Travis Martinez	CLV - PW
John J	CLV Purchasing

(Use other side of form when full)  
ORIGINALS TAKEN BY CITY CLERK:  
Anna Gonzalez  
DATE: 2.27.24

OPENED BY: FINANCE DEPARTMENT  
Margaret Silva  
DATE: 2-27-2024

COPIES TAKEN BY DEPT:  
Travis M  
DATE: 2.27.24



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

**Meeting Date:** March 13, 2024

**Date Submitted:** 03/01/24

**Department:** Public Works

**Item/Topic:** Discussion and Direction of the Transportation Project Fund (TPF) funding FY 2025. Public Works is recommending funds if granted to be used for the construction completion of El Creston Circle.

**Fiscal Impact:** None


**Attachments:** Map of proposed project

**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:

 3/5/24  
\_\_\_\_\_  
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 \_\_\_\_\_



# El Creston Circle

TPF 2025

Legend



Google Earth

Image © 2024 ARDUS

400 ft







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

**Meeting Date: March 13, 2024**

**Date Submitted:** February 29, 2024

**Department:** Senior Center Division

**Item/Topic:** Requesting to award Carnegie Library Roof Replacement Project to All Seasons Roofing & Contracting.

<b>Number of Proposers:</b> 3-	All Season Roof & Contracting	\$41,987.00
	North Eastern Construction	\$71,051.49
	Rhino Roofing	\$No Quote

**Fiscal Impact:** Special Legislation Appropriation Funding

**Attachments:** Quotes Received, Design Review Board Approval, Department of Cultural Affairs Historic Preservation Division approval

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

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

Reviewed By:

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

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

\_\_\_\_\_  
City 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** \_\_\_\_\_

# PROPOSAL

SEP 22, 2023



**ARNOLD LOPEZ 505-652-9256**

500 E National Ave  
Las Vegas, NM  
87701 alopez@lasvegasnm.gov



We can help you with

Roofing, Gutters & Solar  
Residential & Commercial

ted@allseasonsroofingandcontracting.com  
5059184111

# INTRODUCTION

Hi ARNOLD

This project is very special to us as this building in Las Vegas is very historic and Las Vegas has been very good to this company. I promise to provide you the ultimate commercial roof insulated, sloped and done. professionally.

All Season Roofing and Contracting is a renowned roofing company with over 200 positive review. We specialize in providing top-quality roofing services to residential and commercial properties. Our team of expert contractors has years of experience in the industry, and we use only the best material to ensure your roof is strong, durable and long-lasting.

At All Season Roofing and Contracting, we understand the importance of maintaining your property's value and safety, and we strive to provide exceptional customer service with every project.

The following estimate is for:

1. Remove and disposal of old materials
2. Supply and install new materials
3. Clean up of entire work area
4. Full safety setup and requirements for property
5. All employees have full WCB and liability insurance coverage
6. We are Licensed to work in your geographical region
7. Audit of all work completed by Quality Control Officer
8. 5-year Warranty on complete projects - (full replacement or coverage of building roof)

We don't want you to be personally liable should a worker happen to get injured therefore, maintain the highest safety program and have Workers comp coverage for all employees and crews. We carry two million liability insurance.

Once the job is complete, one of our Quality Control Officers from our Audit Division inspects your project to make sure we did everything correct and up to our strict standards and site is spotless.

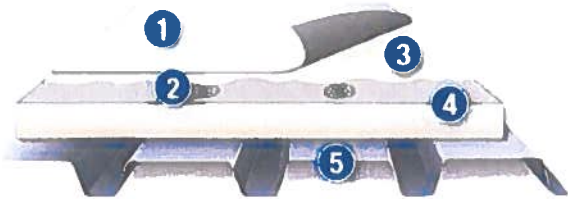
If you have any questions, please give me a call. We always want to provide the best value to our clients. If we are outside your budget, please let me know and we will do our best to work within that.

Kind regards,

MIKE CORTEZ  
BTFCMIKE@AOL.COM  
505-463-7948

# TPO Typical Applications

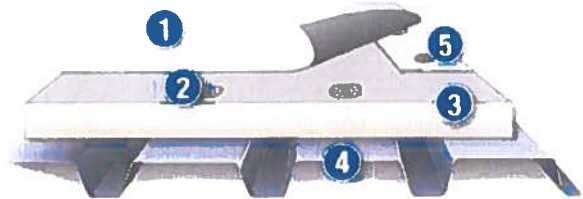
## FULLY ADHERED TPO ROOFING SYSTEM



### Typical Application

1. Sure-Weld TPO Membrane
2. Carlisle Insulation Fasteners and Plates
3. Sure-Weld TPO Bonding Adhesive
4. Acceptable Insulation
5. Approved Roof Deck

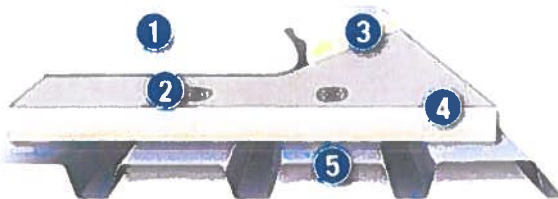
## MECHANICALLY FASTENED TPO ROOFING SYSTEM



### Typical Application

1. Sure-Weld TPO Membrane
2. Carlisle Insulation Fasteners and Plates
3. Acceptable Insulation
4. Approved Roof Deck
5. Membrane Fasteners and Plates

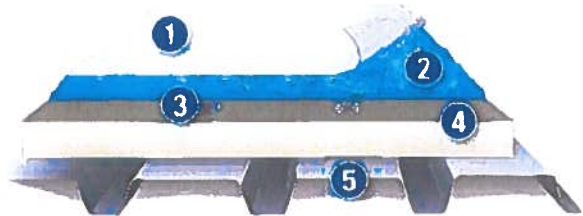
## SELF-ADHERING TPO ROOFING SYSTEM



### Typical Application

1. SAT TPO Membrane
2. Carlisle Insulation Fasteners and Plates
3. Pre-Applied Adhesive
4. Acceptable Insulation
5. Approved Roof Deck

## FLEECEBACK TPO ROOFING SYSTEM



### Typical Application

1. FleeceBACK TPO Membrane
2. Flexible FAST Adhesive
3. Carlisle Insulation Fasteners and Plates
4. Acceptable Insulation
5. Approved Roof Deck



# INSPECTION



The roof system currently on this building is a 4 layer of insulation PVC liner. with River Rock to keep the liner in place.



The PVC liner currently on this building has multiple breakdowns. Seems that have come apart and wear and tear.



There are multiple sections that the seams are not glued or welded, but totally wide open to water and weather.





All layers will be torn off to the deck. ISO insulation will be replaced and a slope system For proper water runoff



# TPO SINGLE PLY MEMBRANE

## Description

### Replacement Quote

All rock will be removed from the roof and hauled away.  
Pvc liner will be removed. from field and all parapet walls.

All layers of installation and old roof debris will be removed to inspect a bare deck. and repair any areas that water has damaged the deck.

### Permits & All Safety Requirements

A minimum of 4 inch iso insulation will be placed on the bare deck. And if necessary, a slope system installed to keep water flowing the correct direction.

Polyiso slope system are typically used to help water drainage and build crickets

60 mil Carlisle TPO will now be installed and mechanically attached. Double heat welded on every seam and T patches on every corner seam. TPO (thermoplastic polyolefin) 60mil commercial grade. Extremely durable and long lasting with a great reflective properties

Screws and Plates will be placed to manufacture specification and mechanically installed system

TPO Will be installed and glued down to the parapet wall sections. and mounted under the coping metal that is now on the property. This will be secured and resealed. Wall flashishing Will be installed to the center area with a Termination Bar installed with 2" to 2 1/2" screws. Waterblock and silicon will ensure to be watertight.

Detail membrane will be used for penetrations, T-patches, corners, around scuppers and all necessary areas to manufacture specification

New drip edge installed on front area of property where water will be draining. And special attention will be taken to make sure water does not interrupt the entryway.

Penetrations will get boots and clamps. Silicon will be applied fo extra layer of protection

Special attention will be taken to the tear off when this project is going on. To make sure we do not interrupt the normal business of the library. All work areas will be out of the public view and taped off for safety.

### Warranties

5-YEAR WARRANTY - included at no additional cost

Contractor carries \$2M in liability insurance protection and \$2M in workmans compensation.

### Advantages

Roof system will reflect 85% of the sun's heat rays

Roof system has class A fire rating

# AUTHORIZATION

TPO Single Ply Membrane

\$41,987.00

**Name:** Arnold Lopez 505-652-9256

**Address:** 500 E National Ave, Las Vegas, NM

Estimates valid for 30 days from date of estimate / For additional information reach out to our team.

---

## Customer Comments / Notes

## My Product Selections

TPO and ISO Insulation

White 60 Mill TPO

---

---

Arnold Lopez:

Date:

---

By signing this form I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated. I agree to pay the total project price and understand that this work will be completed in accordance with industry best practices.



## City of Las Vegas

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

Mayor David Romero

December 28, 2023

Mr. Arnold Lopez  
1700 N. Grand Ave.  
Las Vegas, NM 87701

**RE:** Application for Alterations and Repairs - - An Application for Alterations and Repairs at 500 National Avenue Las Vegas NM 87701 Carnegie Library

Dear Mr. Lopez:

This is to formally provide notice that on Monday, December 4, 2023, at a Public Hearing, the City of Las Vegas Design Review Board **GRANTED** your request for alterations and repairs of Carnegie Library in Las Vegas, NM.

This letter cannot and should not be construed as approval to begin construction, modification, or alteration of the premises.

If there are any questions, please contact me at (505) 454-1401, ext. 1609. Or via email at [lmarquez@lasvegasnm.gov](mailto:lmarquez@lasvegasnm.gov)

Sincerely,

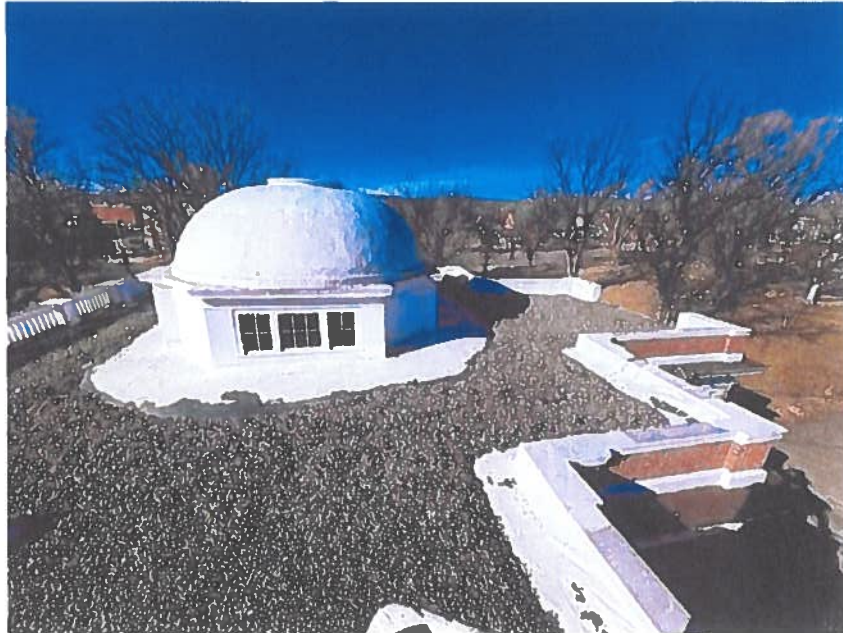
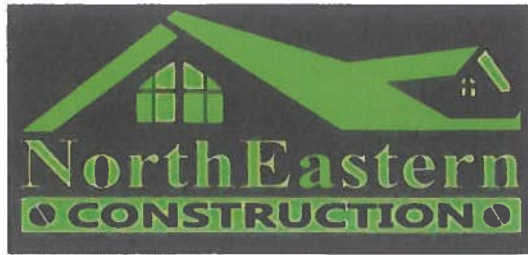
Lucas Marquez  
Community Development, Director

David Ulibarri  
Councilor Ward 1

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

Vacant  
Councilor Ward 4



## **Carnegie Roof**

Submitted By:

### **Northeastern Construction Company**

925 Mills Ave

Las Vegas NM 87701

Mobile: 505-426-7585

Main: (505) 454-8143

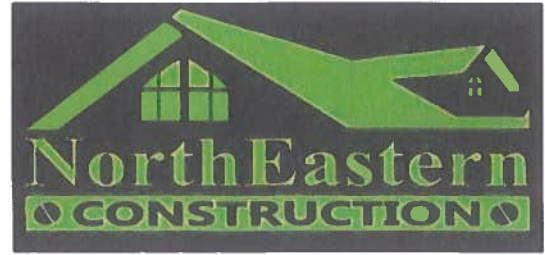
sean@necbuilders.net

www.necbuilders.net

361022



**Northeastern Construction Company**  
 925 Mills Ave  
 Las Vegas NM 87701  
 Mobile: 505-426-7585  
 Main: (505) 454-8143  
 sean@necbuilders.net  
 www.necbuilders.net  
 361022



## Estimate

### Estimator

James M.(Coach) Esquibel  
 Mobile: 505-429-5119  
 coach@necbuilders.net

### Customer

Carnegie Library Jeff Rudolph  
 City of Las Vegas  
 1700 N Grand  
 Las Vegas NM 87701  
 Home: 505-454-3304  
 jrudolph@lasvegasnm.gov

Job Name	Carnegie Roof
Job Number	660
Issue Date	September 13, 2023
Valid Until	October 13, 2023

### Description

This estimate does not include any hidden or unforeseen damage to the decking, sheet rock, ceiling or any other interior damage that was caused by previous leaks. NEC is not responsible for damages to gas, electrical lines which may be concealed under the roof decking including lines below the decking.

Any alterations or deviations from the above specified contract, will only be issued upon written consent, and will become an extra charge over and above this estimate. All materials are guaranteed to be to specifications and work to be performed in a workmanlike manner for the amount listed above. TPO manufacturer provides a 20 year limited warranty. Northeastern Construction provides a 5 year warranty on all work provided.

Item	Quantity	Amount
Remove 2" of gravel and PVC membrane from entire roof.	33 SQ	\$6,930.00
Insulation- install 2" ISO board and 1/2"fanfold to creat slope for drainage.	33 SQ	\$11,550.00
Flash Parapet wall only -TPO- with quick spray adhesive.	274 lf	\$5,370.40
TPO Drip edge 4"x6" clad metal	10 Ea	\$770.00
TPO Single ply membrane - mechanically attached -60mil	33 SQ	\$36,960.00
Dumpster load Approx. 60 yards, 10-14 tone of debris	3 Ea	\$2,646.00
Additional charge for high roof (2 stories or greater)	33 SQ	\$1,473.32

**Estimate**

September 13, 2023

---

<b>Subtotal</b>	<b>\$65,699.72</b>
<b>Tax</b>	<b>\$5,351.77</b>
<b>Price</b>	<b>\$71,051.49</b>

---



Date 9/13/23

\_\_\_\_\_ Date \_\_\_\_\_

Sean Medrano  
Northeastern Construction Company

Carnegie Library Jeff Rudolph  
City of Las Vegas





Michelle Lujan Grisham  
Governor

STATE OF NEW MEXICO  
**DEPARTMENT OF CULTURAL AFFAIRS**  
**HISTORIC PRESERVATION DIVISION**

BATAAN MEMORIAL BUILDING  
407 GALISTEO STREET, SUITE 236  
SANTA FE, NEW MEXICO 87501  
PHONE (505) 827-6320 – [NM.SHPO@dca.nm.gov](mailto:NM.SHPO@dca.nm.gov)

October 31, 2023

Travis Martinez  
Project Coordinator  
City of Las Vegas, NM

VIA EMAIL ONLY

RE: Carnegie Library, Las Vegas, San Miguel County, New Mexico (SR #325)

Dear Mr. Martinez:

Thank you for submitting the information for the proposed new roof for the Carnegie Library located at 500 National Avenue in Las Vegas. The library is listed in the State Register of Cultural Properties and in the National Register of Historic Places as a contributing property in the Library Park Historic District (SR #325.) The New Mexico Historic Preservation Division (HPD) reviewed the project under the provisions of the NM Prehistoric and Historic Sites Protection Act (Sections 18-8-1 through 18-8-8, NMSA 1978.)

The proposed project is to replace the deteriorated rubber-and-stone-ballast roof with a new TPO roof system. Based on the information provided, the proposed new roof will have No Adverse Effect to historic properties with the Condition that a scope of work be submitted to our office for review before work begins.

If you have any questions, please feel free to contact me at [gretchen.brock@dca.nm.gov](mailto:gretchen.brock@dca.nm.gov).

Sincerely,

A handwritten signature in blue ink that reads "Gretchen Brock".

Gretchen Brock  
Historian, Architectural Review

**HPD LOG# 120876**

cc: Karla McWilliams, CLG Coordinator, HPD



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

**Meeting Date:** March 13, 2024

**Date Submitted:** 03/01/24

**Department:** Utilities

**Item/Topic:** Resolution No. 24-09 approving replacement of the six (6) inch steel natural gas line from Porter Street to the Valencia Tank.

**Fiscal Impact:** Costs budgeted out of current gas budget.

**Attachments:** Resolution #24-09, proposal from DUB-L-EE.

**Committee Recommendation:** This item will be discussed at the March 12, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

Reviewed By:

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

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

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

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

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

CITY OF LAS VEGAS  
RESOLUTION #24-09

A RESOLUTION APPROVING THE REPLACEMENT OF THE SIX (6) INCH STEEL NATURAL GAS LINE FROM PORTER STREET TO THE VALENCIA TANK.

WHEREAS, the natural gas line from Porter Street to the Valencia tank is a six (6) inch steel line; and

WHEREAS, the City Gas division has maintained this gas line with leak surveys, cathodic surveys and installation of 40 pound anodes to maintain the required levels for that area; and

WHEREAS, due to cathodic protection issues and issues with the line shorting out the line has become a liability to the City; and

WHEREAS, the Gas division would like to solve those issues by replacing the existing line with a four (4) inch polyethylene gas line before any major issues arise; and

WHEREAS, due to the limited staffing and employee certifications the Gas division requests a contractor perform the necessary work; and

WHEREAS, the City Gas division currently has DUB-L-EE under contract #3965-23 for maintenance and emergency gas line repairs; and

WHEREAS, DUB-L-EE has proven to be efficient cost effective on past Gas projects; and

WHEREAS, this project will be funded through available funds under the current budget.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of Las Vegas that the attached project proposal be submitted for replacement of the six (6) inch steel natural gas line from Porter Street to the Valencia tank before any major issues arise.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

Attest:

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

APPROVED AS TO LEGAL SUFFICIENCY ONLY

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



# PROPOSAL 02/20/2024

*Building Efficiency Together*

98 HWY 66 E, Albuquerque, NM, United States,  
 87123 (505) 292-1684  
 info@dub-l-ee.com

Vegas 905 12th  
 Street Las  
 Vegas, NM  
 87701 (505)  
 426-3290

QUOTE TO  
 Kenny Lucero  
 City of Las

JOB		LOCATION			START DATE
City of Las Vegas Gas Line Renewal		Las Vegas, NM Hot Springs Blvd.			TBD
ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
10	4" X 6" Transition to Still Hot Tap	1.000	EA	\$28,039.90	\$28,039.90
20	DOT Road Crossing	1.000	LS	\$22,439.86	\$22,439.86
30	4" PE Gas Main	5,800.000	LF	\$ 55.59	\$322,422.00
40	1" Anodeless Risers	20.000	EA	\$3,121.22	\$62,424.40
50	PE to Steel Tie-Over	10.000	EA	\$6,821.30	\$68,213.00
60	Asphalt Cut, Remove, Dispose & Replace	270.000	TONS	\$ 976.52	\$263,660.40
70	Directional Drill/Bore	2.000	EA	\$8,185.08	\$16,370.16
Subtotal					\$783,569.72
NMGR 8.15%					\$63,860.93
TOTAL					\$847,430.65

**Inclusions:** Labor Equipment & Material, Pot holing, Asphalt Removal, Disposal & Replacement, Installation of 4" PE Gas Line, Traffic Control, Compaction With Density Test, Pressure Tests, Hot Taps, Plugs and abandonment of Existing Gas Line.

**Exclusions:** Hold Harmless Clause Premium Cost, Permits, Temporary Sewer, All Painting, Dewatering, Form Concrete, or Rebar, Asbestos Removal, Bollards, Cutting or Patching of Architectural Surfaces, Rock Excavation, Engineering, Surveying, Rerouting of existing Utilities, Utility Expansion Charges, and Standby Charges, Irrigation, Landscaping, Design, Archeological Survey, Professional Fees, HAZMAT Remediation, Concrete, or Other Materials for Underground Ducts, Conduit Boxes, Wiring Fiber optics, Bond Premiums (If Bond is Required 2% Mark Up), All Concrete, Rip Raps,



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

**Meeting Date:** March 13, 2024

**Date Submitted:** 2/26/2024

**Department:** Utilities

**Item/Topic:** Requesting to award and contract RFP#2024-14 Pressure Reducing Valve (PRV) & Altitude Control Valve Maintenance to Curb Services Company

**Advertised:** January 26, 2024

**Proposal Opening:** February 21, 2024

**Number of Proposers:** 1- Curb Services Company

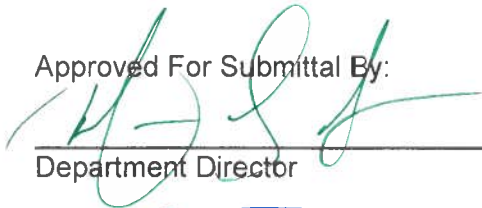
**Fiscal Impact:** Paid for through City funding based on project cost.

**Attachments:** Scoring Matrix, Bid Opening Form, Proposals Received, Original RFP

**Committee Recommendation:** This item will be discussed at the March 12, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

Reviewed By:

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

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

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

**Resolution No.** \_\_\_\_\_

**Ordinance No.** \_\_\_\_\_

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

**Approved** \_\_\_\_\_

**Continued To:** \_\_\_\_\_

**Referred To:** \_\_\_\_\_

**Denied** \_\_\_\_\_

**Other** \_\_\_\_\_

**REQUEST FOR PROPOSALS**

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 pm, Feb 21, 2024, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; **ON THE FOLLOWING:**

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

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **ON CALL PRESSURE REDUCING VALVE (PRV) & ALTITUDE CONTROL VALVE MAINTENANCE**

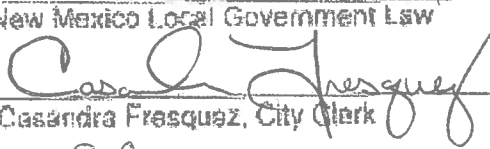
**MAINTENANCE** Opening No. 2024-14; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,

  
Tim Montgomery, Interim City Manager

  
New Mexico Local Government Law

  
Casandra Fresquez, City Clerk

  
Dominic Chavez, Interim Finance Director

  
Helen Vigil, Purchasing Officer

Opening No. 2024-14

Date Issued: 1/22/2024

Published: Las Vegas Optic  
Albuquerque Journal  
www.lasvegasnm.gov

Jan 26, 2024  
Jan 26, 2024  
Jan 26, 2024

**REQUEST FOR PROPOSALS**

The City of Las Vegas, New Mexico will open Sealed Proposals at 2: \_\_\_\_ pm, \_\_\_\_\_, 2024, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

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

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **ON CALL PRESSURE REDUCING VALVE (PRV) & ALTITUDE CONTROL VALVE MAINTENANCE**

**MAINTENANCE** Opening No. 2024-\_\_; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,

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

\_\_\_\_\_  
New Mexico Local Government Law

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

\_\_\_\_\_  
Dominic Chavez, Interim Finance Director

\_\_\_\_\_  
Helen Vigil, Purchasing Officer

Opening No. 2024-\_\_

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

Published: Las Vegas Optic, 2024  
Albuquerque Journal, 2024  
www.lasvegasnm.gov, 2024



**OFFEROR INFORMATION**

OFFEROR:  
AUTHORIZED AGENT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER (\_\_\_\_) \_\_\_\_\_  
FAX NUMBER (\_\_\_\_) \_\_\_\_\_  
DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

**SERVICE (S): ON CALL PRESSURE REDUCING VALVE (PRV) & ALTITUDE CONTROL VALVE MAINTENANCE**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

**AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_ state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public Signature  
My Commission Expires: \_\_\_\_\_

**AWARDED PROPOSAL:**

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

**TIMETABLE:**

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Feb 21, 2024 \_\_\_\_\_ pm; at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for 2024. The successful offeror will be notified by mail.

**ENVELOPES:**

Sealed proposal envelopes shall be clearly marked on the lower **left-hand corner**, identified by the **Proposal Name and Opening Number**. Failure to comply with this requirement may result in the rejection of the submitted proposal.

**COPIES:**

**Enclose one (1) original and five (5) copies of Proposal documents.** Failure to comply with this requirement may result in the rejection of the submitted Proposal.

**LABELS:**

Offeror is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list if applicable and total bid amount page.

**BRIBERY AND KICK-BACK:**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-24-1 and 30-24-2, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition Section 30-41-1 through 30-41-3, N.M.S.A. 1978 state that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**RESPONSIBILITY OF OFFEROR:**

At all times it shall be the responsibility of the offeror to see that their proposal is delivered to the **City Clerk** by the **Date and Time** scheduled for the opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set, this proposal will not be considered.

**NON-COLLUSION:**

In signing of their proposal and affidavit the offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal.

**CLARIFICATION OF PROPOSAL:**

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the **Department** involved in the proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the **Finance Department**. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by **"ADDENDUM"** only; including any Opening Dates or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

**MODIFICATION OR WITHDRAWAL OF PROPOSAL:**

A proposal may not be withdrawn or canceled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but **may not** be re-submitted.

Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their **Certificate Number** (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

**APPLICATION OF PREFERENCE:**

**FEDERAL TAX IDENTIFICATION NUMBER:**

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

**NEW MEXICO TAX IDENTIFICATION NUMBER:**

Payment may be withheld under Section 7-10-5, N.M.S.A. 1978 if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

**SPECIAL NOTICE:**

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals **will not** be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals **are not** public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

**NEGOTIATION:**

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

**CONTRACT:**

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (**unless a specific contract has been created**).

**TAXES:**

Bidder must pay all applicable taxes.

**NOTE:**

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts Tax in the City of Las Vegas.

## **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source of small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Prospective contractor"** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**Name(s) of Applicable Public Official(s) if any:** \_\_\_\_\_  
**(Completed by State Agency or Local Public Body)**

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By:

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s)

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE** to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

## **REQUEST FOR PROPOSALS FOR ON CALL PRESSURE REDUCING VALVE & ALTITUDE CONTROL VALVE MAINTENANCE**

The City of Las Vegas, New Mexico is requesting proposals for on call Pressure Reducing Valve & Altitude Control Valve Maintenance for the City of Las Vegas defined in the scope of work.

### **1. SCOPE OF WORK**

The Offeror shall perform and provide Pressure Reducing Valve & Altitude Control Valve Maintenance on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include but are not limited to the following services and requirements:

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

### **2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS**

2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

2.2 Submittal of Proposals: Six (6) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **ON CALL PRESSURE REDUCING VALVE & ALTITUDE CONTROL VALVE MAINTENANCE** on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.



2.3 **Ranking Criteria:** The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**– Offeror’s personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror’s willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity with the City of Las Vegas** - Offeror’s familiarity with the area the project may be located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror’s proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

\*Note: Price cannot be a factor

### **3. COST OF PREPARING AND SUBMITTING PROPOSALS**

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

### **4. AWARD OF CONTRACT**

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City’s sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

### **5. RESPONSIBILITY OF OFFEROR**

#### **5.1 BONDS (If Applicable)**

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract

Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

## 5.2 INSURANCE CERTIFICATE

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

## 6. INSTRUCTIONS TO OFFEROR

### 6.1. REQUEST FOR PROPOSAL DOCUMENTS

#### 6.1.1 Copies of Request for Proposals

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

#### 6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the **Utilities Department**, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

#### 6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

### 6.2 PROPOSAL SUBMITTAL PROCEDURES

#### 6.2.1 Format and Section Requirements of Proposals

- a. Offerors shall provide one original (1) and five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.

- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
1. Offeror's Identification
    - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
  2. Campaign Contributions Disclosure Form
    - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
  3. Personnel Experience
    - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
  4. Licenses (if applicable)
    - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
  5. Experience in Specialized Services referenced in scope
    - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
  6. Documentation
    - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
  7. Financial (If Applicable)
    - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
  8. Additional Information
    - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
  9. Contractors Bonds (if applicable)

- i. Successful offeror will be required to furnish a performance bond.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

#### 6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party, to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

#### 6.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

#### 6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

#### 6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
  1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
  2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the City Clerk's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the City Clerk or the City Clerk's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

#### **6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR**

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. **Laws and Regulations:** The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

#### **6.2.7 REJECTION OR CANCELLATION OF PROPOSALS**

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

### **7. CONSIDERATION OF PROPOSALS**

#### **7.1 RECEIPT, OPENING AND PROPOSALS:**

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

#### **7.2 PROPOSAL EVALUATION**

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
  1. Acceptable
  2. Potentially acceptable, that is, reasonably assured of being made acceptable
  3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):

1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
  - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
  - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

### 7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

### 7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

## 8. POST PROPOSAL INFORMATION

### 8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
  - 1. State the reasons for the action taken; and
  - 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

#### **8.2 EXECUTION AND APPROVAL OF AGREEMENT**

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

#### **8.3 NOTICE TO PROCEED**

- a. The City will issue a written Notice to Proceed to the Consultant.

#### **8.4 OFFEROR'S QUALIFICATION STATEMENT**

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

### **9. EXECUTION OF CONTRACT**

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

- 1. Contractor
- 2. Owner
- 3. As Needed

### **10. CONTRACT DOCUMENTS**

The complete Contract Documents may include the following: (As Needed)

- 1. Scope of Services
- 2. Professional Standards
- 3. Compensation
- 4. Term of Agreement
- 5. Amendment
- 6. Status of Contractor
- 7. Assignment

8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

## **11. OTHER INSTRUCTIONS TO OFFERORS**

### **11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL**

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

## **12. GENERAL TERMS AND CONDITIONS**

### **12.1 DEFINITIONS**

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state that chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

### **12.2 TERMS**



- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

### 12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15<sup>th</sup> of the following month.
- m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract,

- and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents:* This Contract is subject to the terms and conditions of the statues of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statues and ordinances are incorporated by reference to this agreement.
  - q. *Term:* The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
  - r. *Termination:* Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
  - s. *Timelines:* All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
  - t. *Work Stoppage:* The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

#### 12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs:* Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration:* All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees:* A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding:* The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law:* The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors:* The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance:* The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.454.1401

## EVALUATION SHEET

### Offerors:

Proposal must address each of the following criteria to receive points.

<b>Rating Sheet For (applicant name):</b>		
<b>Item</b>	<b>Possible Points</b>	<b>Points Awarded</b>
1. Specialized Services as defined in the Scope of work	30	
2. Capacity and Capability	15	
3. Past Record and Performance	15	
4. Familiarity with City of Las Vegas and related services	20	
5. Current volume of work with City of Las Vegas is less than 75%	10	
6. Resident/ Veterans Preference	<u>10</u>	
<b>Subtotal Proposals for Scope of Services</b>	<b><u>100</u></b>	

## **POSALS**

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00pm, Feb 21, 2024, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

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

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked ON CALL PRESSURE REDUCING VALVE (PRV) & ALTITUDE CONTROL VALVE MAINTENANCE MAINTENANCE Opening No. 2024-14; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,  
/s/ Tim Montgomery, Interim City Manager  
New Mexico Local Government Law

/s/ Casandra Fresquez,  
City Clerk

/s/ Dominic Chavez, Interim Finance Director

/s/ Helen Vigil, Purchasing Officer

Opening No. 2024-14  
Date issued 1/22/2024  
PUB: Las Vegas Optic,  
January 26, 2024



REQUEST FOR  
PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 pm, Feb 21, 2024, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

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

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked ON CALL PRESSURE REDUCING VALVE (PRV) & ALTITUDE CONTROL VALVE MAINTENANCE MAINTENANCE Opening No. 2024-14; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/ or all proposals submitted.

CITY OF LAS VEGAS,

/s/ Tim Montgomery, Interim  
City Manager

/s/ New Mexico Local Government Law

/s/ Casandra Fresquez, City  
Clerk

/s/ Dominic Chavez, Interim  
Finance Director

/s/ Helen Vigil, Purchasing Officer

Opening No. 2024-14  
Date issued 1/22/2024

Journal: January 26, 2024

227351 - LVC Utilities - RFP PRV Maintenance No 2024-14 - 75 Lines

Pub Days	75 Lines	\$ 0.68	\$ 51.00
1	0 Lines	\$ 0.52	\$ -
	1 Web	\$ 13.00	\$ 13.00
	<b>Sub Total</b>		\$ 64.00
	Discount	0.0%	\$ -
	<b>Sub Total</b>		\$ 64.00
	Tax	8.1458%	\$ 5.21
	<b>Total</b>		<b>\$ 69.21</b>

P.O. 240074

Next possible publication date is Friday, January 26, 2024  
 Deadline is Wednesday, January 24th by 11am.

**REQUEST FOR PROPOSALS**

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00pm, Feb 21, 2024, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices. ON THE FOLLOWING:

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

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked ON CALL PRESSURE REDUCING VALVE (PRV) & ALTITUDE CONTROL VALVE MAINTENANCE Opening No. 2024-14; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,  
 /s/ Tim Montgomery, Interim City Manager  
 New Mexico Local Government Law  
 /s/ Casandra Fresquez, City Clerk

/s/ Dominic Chavez, Interim Finance Director  
 /s/ Helen Vigil, Purchasing Officer

Opening No. 2024-14  
 Date issued 1/22/2024  
 PUB: Las Vegas Optic, January 26, 2024

#227351

ALBUQUERQUE PUBLISHING COMPANY

7777 Jefferson St. NE, Albuquerque, NM 87109

Account Number

1032445

**Ad Proof/Order Confirmation**

Ad Order Number

0001585426

CITY OF LAS VEGAS  
PROJECT COORDINATION DEPT  
1700 N GRAND AVE  
LAS VEGAS, NM 877014731 USA

Ordered By Adrian Allemand

Customer Phone 5054541401

Joint Ad #

Customer Email

PO Number 240075

Ad Cost \$99.32

Sales Rep dmontoya

Tax Amount \$7.57

Order Taker dmontoya

Total Amount \$106.89

To pay by Credit Card or ACH: Click on the link below or enter online through your browser.

Amount Paid \$0.00

<https://securepayment.link/abqjournal/>

Amount Due \$106.89

Affidavits 0

Pick Up # 0001583606

Product Albuquerque Journal

Placement 0Legal Notices

Ad Number 0001585426-01

Classification 0Government

Ad Type 0 Legal Liner

Sort Text REQUESTFORPROPOSALSTHECITY  
OFLASVEGASNEWMEXICOWILLOPE  
NSEALEDPROPOSALSAT200PMFEB2  
12024ATTHECITYCOUNCILCHAMBER  
S1700NORTHG

Ad Size 1 X 123 li

Color

Run Date

01/26/2024

01/26/2024

01/26/2024

WYSIWYG Content

CITY OF LAS VEGAS  
RFP/BID/OPENING

DATE: 21-Feb-2024

OPENING NO.: 2024-14

TIME: 2:00 PM

DEPARTMENT: **WATER**

LOCATION: City of Las Vegas Chambers  
1700 N. Grand Ave.  
Las Vegas, NM 87701

ITEM(S): **ON CALL PRESSURE REDUCING VALVE (PRV) & ALTITUDE CONTROL VALVE MAINTENANCE**

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Curb Services Company		0	0	✓	✓
2					
3					
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 <i>[Signature]</i>	CLV Purchasing
2 <i>[Signature]</i>	CLV Inventory
3 <i>[Signature]</i>	CLV Utilities
4 <i>[Signature]</i>	CLV Utilities
5	
6	
7	
8	
9	
10	

(use other side of form when full)  
ORIGINALS TAKEN BY CITY CLERK:

*[Signature]*  
DATE: 2/21/24

OPENED BY: FINANCE DEPARTMENT

*[Signature]*  
DATE: 2 21 2024

COPIES TAKEN BY DEPT:

*[Signature]*  
DATE: 2/21/24



# Curb Services Company

4101 Corrales Road, Unit #178  
Corrales, NM 87048

---

**To:** City of Las Vegas

**From:** Bill Curb  
Curb Services Company  
505.977.6455

**Re:** City of Las Vegas  
On Call Pressure Reducing Valve (PRV) and Altitude Control Valve  
Maintenance

**Date:** February 16, 2024

---

**Curb Services Company**  
FEIN 82-0967797  
NM CRS 03-377097-00-2

**Addendums received to date: None**

**City of Las Vegas**  
**On Call Pressure Reducing Valve (PRV) and Altitude Control Valve Maintenance**

**Specialized Services as defined in the scope of work:**

Our primary focus is support of hydraulic control valves installed in water distribution systems (primarily Cla-Val products).

- Perform field service and valve repair (main valve and associated piloting system)
- Pilot system repair and/ or replacement
- Pilot system replacement if valve application changes are required
- New valve start-up, adjust, and troubleshooting
- Existing installed/ aged valve troubleshoot as required
- Valve set point adjustments
- Provide Owner/ Operations training and technical support
- Sales contact for replacement valves, repair parts, replacement piloting systems

In physical support of these services, we have outfitted a service truck stocked with:  
Cla-Val specific service tools (seat removal, stem lifting, cover lifting, etc.)  
Cla-Val specific repair parts that are commonly required (CRD, CRL, X58C, main valve repair kits, etc)  
Variety of SS 2 way and 3 way solenoids commonly used in Cla-Val pilot systems

Commonly required stainless steel pilot components – SS rigid tubing/ SS braided flex tubing, SS ball valves, pressure gauges, SS fittings, etc.

Required hand and power tools

Multi-gas personal monitor (LEL, O2, H2S, CO), manhole blower, etc

Less common parts when encountered, will require factory order (varying lead times depending on manufacturer schedule).

### **Capacity and Capability:**

We attempt to work from a scheduled back log. However, customers with non-emergency repairs are usually quite accommodating when asked to reschedule for a higher priority problem within another system.

As a result, our scheduling to accommodate emergencies is typically flexible.

Weekend, after hours, and holiday troubleshooting and repair services have previously been provided for numerous systems.

In preparation for timely repairs, we maintain in local inventory:

- Main valve internal hard parts for 2" – 12" Cla-Val 100-01 main valves (SS seat, SS stem, disc retainer, diaphragm washer, SS cover spring, and SS disc guide)
- Rubber kits for 3/8" – 12" Cla-Val 100-01 main valves
- Main valve internal hard parts for 4" – 8" Cla-Val 100-02 main valves (SS seat, SS stem, disc retainer, diaphragm washer, and SS intermediate chamber bearing)
- Rubber kits for 3" – 10" Cla-Val 100-02/100-03 main valves
- Cla-Val SS body CRD pressure reducing pilots, SS body CRL pressure relief pilots, complete replacement CDS-6A altitude pilots, pump control valve solenoids, SS CDC check valves, SS CV speed control pilots, etc
- Repair kits and numerous hard parts for Cla-Val pilots: CV, CDC, CRD, CRL, CRL-5A, CRA, CDS-6, CDS-6A.

### **Past Record of Performance:**

Cla-Val

Tracy Staats

Central Regional Manager, Cla-Val

Cell (214) 762-4678, [tstaats@cla-val.com](mailto:tstaats@cla-val.com)

20+ year working relationship sizing, selecting, specifying, and supporting Cla-Val hydraulic control valves.

Prodigy Builders

Roberta Padilla, cell (505) 918-1340, [roberta@prodiqynm.com](mailto:roberta@prodiqynm.com)

Drew Padilla, cell (505) 301-0423, [drew@prodiqynm.com](mailto:drew@prodiqynm.com)

Prodigy is the contract operator of record for several small NM water systems including Tijeras, NM. For Prodigy (Tijeras), we have rebuilt, repaired, modified, and tuned numerous Cla-Val control valves.

Drew is the former Water System Supervisor for Entranosa Water System. For Entranosa we have replaced, rebuilt, repaired, modified, tuned numerous hydraulic control valves, and supplied new/ replacement Cla-Val control valves.

### Jacobs Rio Rancho Project

Mike Ginan

Maintenance Coordinator - Utilities Maintenance Group Water/ Waste Water

Cell (505) 975-1572, [Mike.Ginan@jacobs.com](mailto:Mike.Ginan@jacobs.com)

Multiple Cla-Val PRV field repairs (pressure reducing, pressure relief, pump control, pressure relief, solenoid actuated), installation/ programming of Cla-Val VC-22D controller, etc.

Parts support and supply, assistance with parts cataloging/ training of warehouse personnel.

Supply of new and replacement Cla-Val control valves.

*Troubleshooting, field and classroom training of operations personnel, and consulting on water distribution system problems and performance.*

### New Mexico Water Service Company

Zeke Esquibel

Water System Superintendent

Cell (505) 453-8620, [Eesquibel@newmexicowater.com](mailto:Eesquibel@newmexicowater.com)

We have rebuilt, repaired, modified, tuned, and supplied new/ replacement Cla-Val control valves (Cla-Val Pressure Reducing, Pump Control, Altitude Control, and Pressure Relief control valves).

### Jacobs Eldorado Project

Andy Beck

Operations Supervisor and Facilities Services

Cell (505) 310-1518, [andy.beck@jacobs.com](mailto:andy.beck@jacobs.com)

Anthony Marino

Project Manager, Operations Supervisor and Facilities Services

Cell (505) 780-0134, [anthony.marino@jacobs.com](mailto:anthony.marino@jacobs.com)

Jacobs Eldorado's contractual PM program requires rebuild of 20% of their installed PRV base on an annual basis. We have rebuilt, repaired, modified, and tuned numerous Cla-Val Pressure Reducing, Solenoid control, and Pressure Relief control valves.

### **Familiarity with the City of Las Vegas:**

- Worked with consulting engineer (Molzen Corbin) and Las Vegas operations personnel during design phase to define portions of the scope for the 2022 - 2023 Las Vegas PRV rehabilitation project.
- Previous Cla-Val control valve repairs at Las Vegas PRV #1, 2, 3, 4, 5, 6, 7, 11, 12, and 13, Rodriguez Park solenoid valve, and minor repairs on Solenoid actuated flow control valve at Valencia Tank.
- Field time with consulting engineer (Molzen Corbin) and Las Vegas operations personnel troubleshooting operational issues within the Las Vegas water distribution system.

### **Current Volume of Work with the City that is Less than 75% complete:**

None

**Required Certifications:**

- BS Chemical Engineering
- 17 years with JCH supporting Cla-Val as the New Mexico manufacturer's representative (engineering design support, valve selection, field support after install, etc).
- 4 years with Curb Services Co supporting Cla-Val as a Factory Authorized Service Provider.

**Resident Preference:**

Curb Services Company  
4101 Corrales Road  
Unit #178  
Corrales, NM 87048

We do not have a state purchasing resident certification number.

I am not a US Military Veteran.

Please call with any questions.

Thank you,



Bill Curb  
President  
Curb Services Company

**ATTACHMENTS:**

- AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL
- CAMPAING CONTRIBUTION DISCPLOSURE FORM
- Certificate of insurance

**OFFEROR INFORMATION**

OFFEROR:

AUTHORIZED AGENT: William Curb d/b/a Curb Services Co

ADDRESS: 4101 Corral's Rd Unit #178 CORRALES, NM 87048

TELEPHONE NUMBER (505) 977-6455

FAX NUMBER ( ) NONE

DELIVERY: VARIES

STATE PURCHASING RESIDENT CERTIFICATION NO.: NONE

NEW MEXICO CONTRACTORS LICENSE NO.: NONE

SERVICE (S): **ON CALL PRESSURE REDUCING VALVE (PRV) & ALTITUDE CONTROL VALVE MAINTENANCE**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

**AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL**

STATE OF New Mexico }

COUNTY OF Bernalillo }

I, William Curb state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

  
Signature

Subscribed and sworn to before me, this 15 day of February 2024.

(SEAL)

  
Notary Public Signature  
My Commission Expires: 9/20/2025

STATE OF NEW MEXICO  
NOTARY PUBLIC  
Nancy M. Pacheco  
Commission No. 1080114  
September 20, 2025

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source of small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Prospective contractor"** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**Name(s) of Applicable Public Official(s) if any:** \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By:

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00)  
WERE MADE** to an applicable public official by me, a family member or representative.



Signature

02/15/2024  
Date

President (William CURB)  
Title (Position)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/16/2023

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

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

<b>PRODUCER</b> Daniels Insurance, Inc. 320 Gold Avenue SW, Ste 700  Albuquerque NM 87102	<b>CONTACT NAME:</b> David Tinley <b>PHONE (A/C, No, Ext):</b> (505) 766-9676 <b>FAX (A/C, No):</b> (505) 766-9679 <b>E-MAIL ADDRESS:</b> dtinley@danielsinsuranceinc.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A: New Mexico Business Insurance</td> <td>15995</td> </tr> <tr> <td>INSURER B: Cincinnati Insurance Companies</td> <td>10677</td> </tr> <tr> <td>INSURER C: Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: New Mexico Business Insurance	15995	INSURER B: Cincinnati Insurance Companies	10677	INSURER C: Lloyds of London		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC#													
INSURER A: New Mexico Business Insurance	15995													
INSURER B: Cincinnati Insurance Companies	10677													
INSURER C: Lloyds of London														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Army Stick, LLC dba Curb Services Company  4101 Corrales road Unit #178  Corrales NM 87048 (505) 977-6455														

**COVERAGES** JG **CERTIFICATE NUMBER:** Cert ID 36785 (5) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ENP0554749	10/08/2023	10/08/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		ENP0554749	10/08/2023	10/08/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		ENP0554749	10/08/2023	10/08/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	0100466.105	10/09/2023	10/09/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Errors and Omissions</b>		ANE4752295.23	03/02/2023	03/02/2024	Aggregate \$ 1,000,000 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
General and Auto liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General and Auto liability and Workers' Compensation policies but only under the circumstances stated in the policies. General Liability and Auto policies will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss until the Company's primary limits of liability have been exhausted when required by written contract. Certificate Holder Includes: 621-Operations Management International, Inc., Eldorado Area

**CERTIFICATE HOLDER** **CANCELLATION**

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

**DESCRIPTION OF OPERATIONS SECTION CONTINUED**

**DATE**  
**10/16/2023**

**CERTIFICATE HOLDER:**

**INSURED:**

**Army Stick, LLC dba Curb Services Company**

**4101 Corrales road Unit #178  
Corrales NM 87048**

**DESCRIPTION OF OPERATIONS CONTINUED:**

## SCORING MATRIX

### RFP #2024-14 On Call Pressure Reducing Valve(PRV) & Altitude Control Valve Maintenance

	Curb Services Company	Vendor	Vendor	Vendor	Vendor
1. Specialized Services as defined in the Scope of Work 30 points	<u>Evaluator #1--28</u> <u>Evaluator #2--27</u> <u>Evaluator #3--26</u> <u>Evaluator #4--30</u> <u>Evaluator #5--28</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>
2. Capacity and Capability 15 points	<u>Evaluator #1---13</u> <u>Evaluator #2---11</u> <u>Evaluator #3---11</u> <u>Evaluator #4---15</u> <u>Evaluator #5---12</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>
3. Past Record and Performance 15 Points	<u>Evaluator #1---15</u> <u>Evaluator #2---14</u> <u>Evaluator #3---14</u> <u>Evaluator #4---15</u> <u>Evaluator #5---14</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>
4. Familiarity with City of Las Vegas and related services 20 Points	<u>Evaluator #1---19</u> <u>Evaluator #2---19</u> <u>Evaluator #3---17</u> <u>Evaluator #4---20</u> <u>Evaluator #5---18</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>
5. Current Volume of Work with the City of Las Vegas is less than 75% 10 Points	<u>Evaluator #1---10</u> <u>Evaluator #2---10</u> <u>Evaluator #3---10</u> <u>Evaluator #4---10</u> <u>Evaluator #5---10</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>
6. Resident/Veterans 10 Points	<u>Evaluator #1---0</u> <u>Evaluator #2--0</u> <u>Evaluator #3--0</u> <u>Evaluator #4--0</u> <u>Evaluator #5--0</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>
<b>Totals</b>	416				
	<u>Evaluator #1--85</u> <u>Evaluator #2--81</u> <u>Evaluator #3--78</u> <u>Evaluator #4--90</u> <u>Evaluator #5--82</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>	<u>Evaluator #1---</u> <u>Evaluator #2---</u> <u>Evaluator #3---</u> <u>Evaluator #4---</u> <u>Evaluator #5---</u>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>
	<b>83.2%</b>				



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

**Meeting Date:** March 13, 2024

**Date Submitted:** 3/1/24

**Department:** Community Dev.

**Item/Topic:** Lodgers Tax Application

Request approval of Lodger's Tax funding in the amount of \$2,500 to South West Road Racing DBA WeBE Racing to fund the marketing and advertising campaign for the WeBe Racing Hare Scramble Round 1 event. The event will take place on March 23rd and 24th 2024, in Las Vegas, New Mexico at the lot just south of Rodriguez Baseball Park

**Fiscal Impact:**

**Attachments:** Lodgers Tax application


**Committee Recommendation:** The Lodger's Tax Board is recommending approval of this funding, with the stipulation that WeBe Racing will provide the City of Las Vegas with a breakdown of how the money will be used to market the event.

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

# LAS VEGAS

NEW MEXICO

## CITY OF LAS VEGAS, NEW MEXICO REQUEST FOR MARKETING ASSISTANCE

*Requests must be received by the Community Development Department*

*For questions email: [cbaca@lasvegasmn.gov](mailto:cbaca@lasvegasmn.gov) or (505) 454-1401 ext 1607*

### PART I: PROJECT INFORMATION

*A request for marketing assistance application must be completed and submitted for each individual event or project. Please note if you have previously received financial marketing or monetary assistance from Lodgers tax for your event you may not receive additional funding for the same event. A marketing work group is tasked with evaluating well organized events with strong marketing plans.*

#### Organization

Name: South West Off Road Racing DBA WeBe Racing

Event Name: WeBe Racing Hare Scramble Round 1 Las Vegas, NM

Event Location: Rodriguez Park and land west of Rodriguez Park

Event Start Date: 3/22/24, with set-up to begin 3/17, Race dates 3/23-3/24

Event End Date: 3/24/24

Is this a new event?  Yes  No

If this is a repeat event, how many individuals attended in each of the past three (3) years? \_\_\_\_\_

What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc)

---

This is a new event to Las Vegas; however, we put on 6-8 races per year at varying locations.

---

Our attendance averages 200-400 participants and guests per event, calculated by actual event totals divided by number of races.

---

What amount of funding are you requesting?  \$0 - \$2,500  \$2,501 - \$5,000 Please give the exact amount of funding you are requesting. \$5000 \_\_\_\_\_

### PART II: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding?  Yes  No What amount of funding did you receive? Dates/Amounts (past 3 years)? \_\_\_\_\_

**PART III: EVENT DETAIL**

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)

See attached Event Packet

Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Requests must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

Description	UNIT COST	QUANTITY	TOTAL	Committee Review
Land Use Fee	\$2500	1	\$2500	
Dumpster Rental	Estimated	1	\$500	
Porta-potty Rental	Estimated	6	\$800	
EMT Services	\$1500	1	\$1500	
MotoTally Fees	\$1 per entry	Average	\$400	
Trophy Payment	\$14-\$18	96	\$2055	
Race Insurance Payment	\$2000	1	\$2000	
Vehicle Insurance Payment	\$180	1	\$180	
Race Costs (Fuel/Supplies/Equipment)	Per Race	1	\$3000	
Crew Meals	\$20	40	\$800	
Internet	\$150	1	\$150	
Payment Service Fees	Percentage	Average	\$600	
Marketing/Promotional	Monthly	1	\$1500	
Office Supplies	Per Race	1	\$220	
Course Supplies	Per Race	1	\$400	
Police Attendance	TBD	TBD	TBD	
Fire Department Attendance	TBD	TBD	TBD	

**TOTAL COST OF EVENT \$ \$16,605.00**

J Committee Review Amount J

## PART IV: EVALUATION INFORMATION

The following information is utilized by the Marketing Work Group to evaluate your proposal and help determine the recommendation for marketing assistance which is paid for under Lodger Tax. Please provide specific information relevant to each question/statement. Attach additional sheets if necessary.

### 1. Lodgers Tax Impact Information (10 Point Value)

1.1. How does your event create the need for an overnight stay thus creating lodgers tax revenue?

Our event is a multiple day event. 95% of our customer base travels to our races from a distance. The majority of those come from Colorado and neighboring states. As Las Vegas is a longer distance to travel, riders will forgo bringing RV's and 5<sup>th</sup> Wheels and opt to travel with vehicles and stay in hotels.

1.2. How many Las Vegas room nights will be generated? (A room night is a paid night of lodging in an establishment that pays Lodger Tax.)

1-3 nights, based on traveling distance from rider home.

<b>SECTION A TOTAL POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

### 2. Size and Demographics of Audience Served (10 point value)

2.1. How many individuals are anticipated to attend the event? How did you calculate this number?

200-400 estimate based on average of 2023 race season.

2.2. What percentage of attendees will be non-City residents? How many will come from within San Miguel County? Mora County? Santa Fe County? Intra-State? Out of State?

95% will be non-city residents. We do expect new riders from Las Vegas as well for this race. Our customer base breaks out as follows:

- Approx. 50% from Colorado
- Approx. 10% from Utah
- Approx. 30% from surrounding cities in New Mexico
- Approx. 10% from other states

2.3. What are the anticipated ages of the participants? Please provide estimates of what your audience will be composed of, demographics, psychographics.

Ages 1-70+

<b>SECTION B TOTAL POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

### 3. Quality of Life (10 Point Value)

3.1. Do you provide a program or event that is otherwise absent in the City of Las Vegas?

Yes, Las Vegas does not currently have an outdoor dirt bike race.

3.2. Has this program or something similar been requested by tourists and/or residents? Who made the request and how was the request made?

Yes, we receive frequent requests by locals to host races in their areas.

3.3. Does this event occur during a season when Las Vegas typically lacks events (Spring, Winter)

Yes, Spring (March 23-24)

<b>SECTION C TOTAL POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

### 4. Financial Information (10 Point Value)

4.1. What is the total budget for this event? (Include marketing costs; please exclude any assistance you may receive.)

\$24,000

4.2. Where are matching funds, sponsorships, and other sources of funding being obtained? Include ALL sources and amounts and specific uses of funds.

None



<b>SECTION D TOTAL</b> <b>POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

**5. Marketing Plan (10 Point Value)**

5.1. Provide specific details on where and how you plan to market and advertise the event.

- Multiple Marketing emails from WeBe Racing website to 3,000+ distribution list.
- Social Media campaigns (Facebook, X, Instagram) with over 4k followers, and an average reach of 14k viewers. Our followers also re-post/share and our posts can reach many thousands more.
- Wide Distribution of 2024 schedule flyers naming race location in Las Vegas.
- Wide distribution of Las Vegas race flyers.
- Host city Social Media contest utilizing tagging/mentions of local businesses.

5.2. If provided with marketing design assistance, what is your intent to supplement what is provided?

Not determined

5.3. What percentage of advertising will reach an audience outside a 65 mile radius of Las Vegas?

At least 95%

<b>SECTION E TOTAL</b> <b>POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

**6. Documentation (10 Point Value)**

6.1. Have Lodger Tax rules been followed and all requested documents provided?

Yes

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

WeBe Racing will receive compensation for services rendered at the event.

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**7. Other (10 Point Value)**

7.1. Please provide any other financial impact to the City of Las Vegas this project or event will create. Be specific and indicate how it was calculated.

The City of Las Vegas will have positive financial impact from this event. WeBe Racing will support local food vendors, waste management vendors, etc. Our riders and families will purchase fuel from fuel stations, visit restaurants to eat, purchase groceries and supplies from local businesses. This is based off prior events we have had in other host cities.

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**PART V: ASSURANCES AND CERTIFICATIONS**

I CERTIFY THAT I AM AUTHORIZED TO ACT ON BEHALF OF THE ORGANIZATION MAKING THIS APPLICATION AND THAT THE STATEMENTS HEREIN ARE COMPLETE AND ACCURATE TO THE VEST OF MY KNOWLEDGE. IF FUNDED, WE WILL KEEP A CLEAR AND ACCURATE ACCOUNTING OF HOW FUNDS WERE UTILIZED. REQUESTS WILL FOLLOW CITY POLICY. WE UNDERSTAND THAT SHOULD WE BE PROVIDED WITH MARKETING ASSISTANCE AND THE EVENT IS CANCELLED, WE WILL BE OBLIGATED TO PAY FOR THE COST OF ANY AND ALL COSTS ASSOCIATED WITH THE DESIGN AND PLACEMENT OF ADS. WE UNDERSTAND THAT THE CITY MAY EVALUATE THE USE OF FUNDS AS REQUIRED AND APPROVED BY THE CITY OF LAS VEGAS AND WE WILL DELIVER A REPORT ON EACH EVENT WITHIN THIRTY (30) DAYS TO THE CITY.

PRINTED NAME: Jaelyn Dodson

TITLE: Owner, South West Off Road Racing DBA WeBe Racing

SIGNATURE: 

DATE: 1/31/24

**CITY USE ONLY**

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



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

**Meeting Date:** March 13, 2024

**Date Submitted:** 3/1/24

**Department:** Community Dev.

**Item/Topic:** Lodgers Tax Application

Request approval of Lodger's Tax funding in the amount of \$5,000 to Las Vegas San Miguel Chamber of Commerce to fund the marketing and advertising campaign for the Car Show-Bike Show-Film Fun event. The event will take place on June 8, 2024 at The Plaza Park

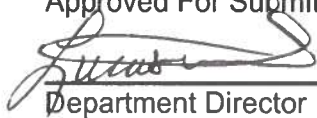
**Fiscal Impact:**

**Attachments:** Lodgers Tax application

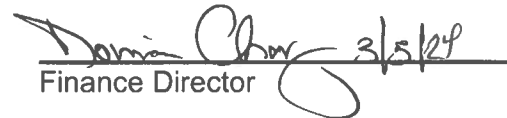
**Committee Recommendation:** The Lodger's Tax Board is recommending approval of this funding.

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

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

Reviewed By:

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

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

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

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

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



CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department

For questions email: cbaca@lasvegasnm.gov or (505) 454-1401 ext 1607

PART I: PROJECT INFORMATION

A request for marketing assistance application must be completed and submitted for each individual event or project. Please note if you have previously received financial marketing or monetary assistance from Lodgers tax for your event you may not receive additional funding for the same event. A marketing work group is tasked with evaluating well organized events with strong marketing plans.

Organization

Name: Las Vegas San Miguel Chamber of Commerce

Event Name: Car show - Bike show - Film fun

Event Location: Plaza Park

Event Start Date: June. 8th Event End Date: June 8th

Is this a new event? Yes No

If this is a repeat event, how many individuals attended in each of the past three (3) years? 5,000

What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc)

We estimate the amount of people by how crowded the Plaza Park gets for Fiestas versus our event.

We had 119 entries for cars and bikes, as well as people that came for the background casting call.

What amount of funding are you requesting? \$0 - \$2,500 \$2,501 - \$5,000 Please give the exact amount of funding you are requesting. \$5,000

PART II: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding? Yes No What amount of funding did you receive? Dates/Amounts (past 3 years)?

PART III: EVENT DETAIL

The original purpose was to get as many cars, motor bikes, and headshots to create a local database for local movies that will be filming in the area.



**PART IV: EVALUATION INFORMATION**

The following information is utilized by the Marketing Work Group to evaluate your proposal and help determine the recommendation for marketing assistance which is paid for under Lodger Tax. Please provide specific information relevant to each question/statement. Attach additional sheets if necessary.

**1. Lodgers Tax Impact Information (10 Point Value)**

1.1. How does your event create the need for an overnight stay thus creating lodgers tax revenue?

Many car enthusiasts and participants came from out of state and out of town.

1.2. How many Las Vegas room nights will be generated? (A room night is a paid night of lodging in an establishment that pays Lodger Tax.)

100 room nights will be generated by this event.

SECTION A TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**2. Size and Demographics of Audience Served (10 point value)**

2.1. How many individuals are anticipated to attend the event? How did you calculate this number?

5,000 based on just what we saw compared to the fiesta crowd in the Plaza.

2.2. What percentage of attendees will be non-City residents? How many will come from within San Miguel County? Mora County? Santa Fe County? Intra-State? Out of State?

50% of the attendees will be non-city residents.

2.3. What are the anticipated ages of the participants? Please provide estimates of what your audience will be composed of, demographics, psychographics.

This was an all-age event last year. Toddlers to seniors.

SECTION B TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**3. Quality of Life (10 Point Value)**

3.1. Do you provide a program or event that is otherwise absent in the City of Las Vegas?

There is no other event like this in the City of Las Vegas.

3.2. Has this program or something similar been requested by tourists and/or residents? Who made the request and how was the request made? This was born out of an optic interview with Alessia Hartigan casting and car shows have increased in popularity.

3.3. Does this event occur during a season when Las Vegas typically lacks events (Spring, Winter)

Yes, no car show event in June in the Las Vegas Area.

SECTION C TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**4. Financial Information (10 Point Value)**

4.1. What is the total budget for this event? (Include marketing costs; please exclude any assistance you may receive.) \$20,000

4.2. Where are matching funds, sponsorships, and other sources of funding being obtained? Include ALL sources and amounts and specific uses of funds.

Sponsorships for music, trophies, door prizes, and we utilize many volunteers.

SECTION D TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**5. Marketing Plan (10 Point Value)**

5.1. Provide specific details on where and how you plan to market and advertise the event.

This event will be advertised on two radio stations, Facebook, Instagram, and a billboard ad.

5.2. If provided with marketing design assistance, what is your intent to supplement what is provided?

Sponsorships and money budgeted.

5.3. What percentage of advertising will reach an audience outside a 65 mile radius of Las Vegas?

50% or more.

SECTION E TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**6. Documentation (10 Point Value)**



6.1. Have Lodger Tax rules been followed and all requested documents provided?

Yes, any further documentation requested will be provided.

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

No

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

7. Other (10 Point Value)

7.1. Please provide any other financial impact to the City of Las Vegas this project or event will create. Be specific and indicate how it was calculated.

The City of Las Vegas will see a spark in GRT for the weekend with the influx of people shopping and dining in town.

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

PART V: ASSURANCES AND CERTIFICATIONS

I CERTIFY THAT I AM AUTHORIZED TO ACT ON BEHALF OF THE ORGANIZATION MAKING THIS APPLICATION AND THAT THE STATEMENTS HEREIN ARE COMPLETE AND ACCURATE TO THE VEST OF MY KNOWLEDGE. IF FUNDED, WE WILL KEEP A CLEAR AND ACCURATE ACCOUNTING OF HOW FUNDS WERE UTILIZED. REQUESTS WILL FOLLOW CITY POLICY. WE UNDERSTAND THAT SHOULD WE BE PROVIDED WITH MARKETING ASSISTANCE AND THE EVENT IS CANCELLED, WE WILL BE OBLIGATED TO PAY FOR THE COST OF ANY AND ALL COSTS ASSOCIATED WITH THE DESIGN AND PLACEMENT OF ADS. WE UNDERSTAND THAT THE CITY MAY EVALUATE THE USE OF FUNDS AS REQUIRED AND APPROVED BY THE CITY OF LAS VEGAS AND WE WILL DELIVER A REPORT ON EACH EVENT WITHIN THIRTY (30) DAYS TO THE CITY.

PRINTED NAME: Angelica Lyster

TITLE: Director

SIGNATURE: Angelica Lyster

DATE: 2/15/23

RECEIVED BY:  **CITY USE ONLY** DATE: 2/15/24





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

**Meeting Date:** March 13, 2024

**Date Submitted:** 3/1/24

**Department:** Community Dev.

**Item/Topic:** Lodgers Tax Application

Request approval of Lodger's Tax funding in the amount of \$5,000 to Las Vegas San Miguel Chamber of Commerce to fund the marketing and advertising campaign for the Red Dawn 40th Anniversary event. The event will take place on August 9th thru the 11th, 2024 in multiple locations in Las Vegas and San Miguel County.

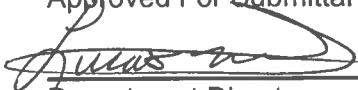
**Fiscal Impact:**

**Attachments:** Lodgers Tax application

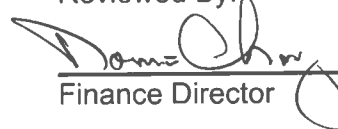
**Committee Recommendation:** The Lodger's Tax Board is recommending approval of this funding.

**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:

 3/5/24  
\_\_\_\_\_  
Finance Director

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

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

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

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



CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department

For questions email: cbaca@lasvegasnm.gov or (505) 454-1401 ext 1607

PART I: PROJECT INFORMATION

A request for marketing assistance application must be completed and submitted for each individual event or project. Please note if you have previously received financial marketing or monetary assistance from Lodgers tax for your event you may not receive additional funding for the same event.

Organization

Name: Las Vegas San Miguel Chamber of Commerce

Event Name: Red Dawn 40th Anniversary

Event Location: Multiple location in Las Vegas and San Miguel County

Event Start Date: Aug. 9th Event End Date: Aug.11th

Is this a new event? Yes No

If this is a repeat event, how many individuals attended in each of the past three (3) years?

What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc)

What amount of funding are you requesting? \$0 - \$2,500 \$2,501 - \$5,000 Please give the exact amount of funding you are requesting. \$ 5,000

PART II: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding? Yes No What amount of funding did you receive? Dates/Amounts (past 3 years)?

PART III: EVENT DETAIL

We plan to advertise nationally and if possible, internationally to invite Red Dawn enthusiasts to meet any actors that we are able to bring to Las Vegas, have screenings at the theater as well as at the Drive -In, have film location tours, welcome mixers, pop up museum dedication of a statue or plaque in memory of Patrick Swayze, and Q&A panels.

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)

Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Requests must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

Description	UNIT COST	QUANTITY	TOTAL	Committee Review
Radio Ads on SDC Broadcasting and Baca Broadcasting three months prior to event.	\$1,000.00	2	\$2,000.00	
Billboard ads on I25 in Las Vegas.	\$400.00	4	\$1,600.00	
Event t-shirts	\$5.69	288	\$1,638.72	
Event Pens	.67	1000	\$670.00	
Event Caps	\$4.85	288	\$1,396.80	
Event Mugs	\$1.15	100	\$115.00	
Social Media Ads (Instagram, Facebook)	\$125.00	8	\$1,000.00	
Event Website	\$1,000.00	1	\$1,000.00	

**TOTAL COST OF EVENT \$**

Committee Review Amount
-------------------------

**PART IV: EVALUATION INFORMATION**

The following information is utilized by the Marketing Work Group to evaluate your proposal and help determine the recommendation for marketing assistance which is paid for under Lodger Tax. Please provide specific information relevant to each question/statement. Attach additional sheets if necessary.

**1. Lodgers Tax Impact Information (10 Point Value)**

1.1. How does your event create the need for an overnight stay thus creating lodgers tax revenue?

This event will bring Red Dawn enthusiast to Las Vegas from around the country and even the world, for a weekend of events. As well as the many former cast and crew members who will be participating in the event.

1.2. How many Las Vegas room nights will be generated? (A room night is a paid night of lodging in an establishment that pays Lodger Tax.)

300-400 room nights will be generated by this event.

<b>SECTION A TOTAL POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

**2. Size and Demographics of Audience Served (10 point value)**

2.1. How many individuals are anticipated to attend the event? How did you calculate this number?

We anticipate 2,000 to 5,000 individuals to attend the event. This number is based on the event being a weekend long and having multiple movie showings, Q&As, and mixers at various locations.

2.2. What percentage of attendees will be non-City residents? How many will come from within San Miguel County? Mora County? Santa Fe County? Intra-State? Out of State?

75% of the attendees will be non-city residents.

2.3. What are the anticipated ages of the participants? Please provide estimates of what your audience will be composed of, demographics, psychographics.

The age range of this event will be 25-70 years old.  
The demographics will be middle aged because Red Dawn is 40 Years old.

<b>SECTION B TOTAL POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

**3. Quality of Life (10 Point Value)**

3.1. Do you provide a program or event that is otherwise absent in the City of Las Vegas?

Yes, The City of Las Vegas or San Miguel County has never had an event celebrating the filming of the movie Red Dawn.

3.2. Has this program or something similar been requested by tourists and/or residents? Who made the request and how was the request made? No

3.3. Does this event occur during a season when Las Vegas typically lacks events (Spring, Winter)

No, this event will be in August.

SECTION C TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**4. Financial Information (10 Point Value)**

4.1. What is the total budget for this event? (Include marketing costs; please exclude any assistance you may receive.) \$45,000

4.2. Where are matching funds, sponsorships, and other sources of funding being obtained? Include ALL sources and amounts and specific uses of funds.

Ticket sales and sponsorships to pay actors to attend event and pay for movie props, location setup.  
Lodger's Tax for marketing.

SECTION D TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**5. Marketing Plan (10 Point Value)**

5.1. Provide specific details on where and how you plan to market and advertise the event.

This event will be advertised on two radio stations, Facebook, Instagram, a website will be created, and a billboard.

5.2. If provided with marketing design assistance, what is your intent to supplement what is provided?

The intent is to supplement what is provided with event ticket sales, sponsorships, and County Lodger's Tax.

5.3. What percentage of advertising will reach an audience outside a 65 mile radius of Las Vegas?

50% or more.

SECTION E TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**6. Documentation (10 Point Value)**

6.1. Have Lodger Tax rules been followed and all requested documents provided?

Yes, any further documentation requested will be provided.

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

No

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**7. Other (10 Point Value)**

7.1. Please provide any other financial impact to the City of Las Vegas this project or event will create. Be specific and indicate how it was calculated.

The City of Las Vegas will see a spark in GRT for the weekend with the influx of people shopping and dining in town.

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**PART V: ASSURANCES AND CERTIFICATIONS**

I CERTIFY THAT I AM AUTHORIZED TO ACT ON BEHALF OF THE ORGANIZATION MAKING THIS APPLICATION AND THAT THE STATEMENTS HEREIN ARE COMPLETE AND ACCURATE TO THE VEST OF MY KNOWLEDGE. IF FUNDED, WE WILL KEEP A CLEAR AND ACCURATE ACCOUNTING OF HOW FUNDS WERE UTILIZED. REQUESTS WILL FOLLOW CITY POLICY. WE UNDERSTAND THAT SHOULD WE BE PROVIDED WITH MARKETING ASSISTANCE AND THE EVENT IS CANCELLED, WE WILL BE OBLIGATED TO PAY FOR THE COST OF ANY AND ALL COSTS ASSOCIATED WITH THE DESIGN AND PLACEMENT OF ADS. WE UNDERSTAND THAT THE CITY MAY EVALUATE THE USE OF FUNDS AS REQUIRED AND APPROVED BY THE CITY OF LAS VEGAS AND WE WILL DELIVER A REPORT ON EACH EVENT WITHIN THIRTY (30) DAYS TO THE CITY.

PRINTED NAME: Angelica Lyster  
TITLE: Director

SIGNATURE: *Angelica Lyster*  
DATE: 2/15/24

**CITY USE ONLY**  
RECEIVED BY: *[Signature]* DATE: 2/15/24



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

**Meeting Date:** March 13, 2024

**Date Submitted:** 3/1/24

**Department:** Community Dev.

**Item/Topic:** Lodgers Tax Application

Request approval of Lodger's Tax funding in the amount of \$6,583.78 to The Las Vegas Citizens' for Historic Preservation to fund the marketing and advertising campaign for the Places with a Past, Heritage Week, Holiday Home Tour events. The event will take place from August 2024 through December 2024, in Las Vegas, New Mexico

**Fiscal Impact:**

**Attachments:** Lodgers Tax application


**Committee Recommendation:** The Lodger's Tax Board is recommending approval of this funding.

**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:

 3/5/24  
\_\_\_\_\_  
Finance Director

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

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

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

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



CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department

For questions email: cbaca@lasvegasnm.gov or (505) 454-1401 ext 1607

PART I: PROJECT INFORMATION

A request for marketing assistance application must be completed and submitted for each individual event or project. Please note if you have previously received financial marketing or monetary assistance from Lodgers tax for your event you may not receive additional funding for the same event. A marketing work group is tasked with evaluating well organized events with strong marketing plans.

Organization

Name: Las Vegas Citizens' Committee for Historic Preservation

Event Name: Places with a Past, Heritage Week, Holiday Home Tour

Event Location: Las Vegas, NM

Event Start Date: August 2024 Event End Date: December 2024

Is this a new event? Yes No

If this is a repeat event, how many individuals attended in each of the past three (3) years? 350

What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc)

Last year 2023 was the year we brought back these events as we did not have these events before that due to COVID 19 and Hermit's Peak/Calf Canyon Fire. I was able to calculate these events through my ticket sales. I want to estimate that we have more attendees in 2024 as people may be used these events happening again

What amount of funding are you requesting? \$0 - \$2,500 \$2,501 - \$5,000 Please give the exact amount of funding you are requesting. \$ 6,583.78

PART II: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding? Yes No What amount of funding did you receive? Dates/Amounts (past 3 years)? 2019-9,500 & 2023-5,295.78

PART III: EVENT DETAIL





## PART IV: EVALUATION INFORMATION

The following information is utilized by the Marketing Work Group to evaluate your proposal and help determine the recommendation for marketing assistance which is paid for under Lodger Tax. Please provide specific information relevant to each question/statement. Attach additional sheets if necessary.

### 1. Lodgers Tax Impact Information (10 Point Value)

#### 1.1. How does your event create the need for an overnight stay thus creating lodgers tax revenue?

These events have attracted tourists and Las Vegans for a quite some time. We are bringing these events back and tourists are telling us that they look forward and place for these events and most of time stay for an overnite stay at our local hotels. Some of these events occur at night and it's best to stay overnight.

#### 1.2. How many Las Vegas room nights will be generated? (A room night is a paid night of lodging in an establishment that pays Lodger Tax.)

Heritage week generates two night stay, one prior to event and one on the day of the event. The family presentation may create an additional room night. Holiday Home Tour in December generates a one night stay.

<b>SECTION A TOTAL POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

### 2. Size and Demographics of Audience Served (10 point value)

#### 2.1. How many individuals are anticipated to attend the event? How did you calculate this number?

In 2023, 360 tickets were sold for Places with a Past Tour, and 100 registrants attended the family presentation. LVCCHP anticipates 450 or more this year as this year will be the Association of Counties will take place here in San Miguel County.

#### 2.2. What percentage of attendees will be non-City residents? How many will come from within San Miguel County? Mora County? Santa Fe County? Intra-State? Out of State?

Out of town attendees consist of 60% plus of the attendees. Heritage tourism is growing the tourism industry and Places with a Past tour has grow with the marketing invested each year. Santa Fe and Bernalillo Counties represent a majority of the non-resident attendance with lots of tourist comin from Colorado.

#### 2.3. What are the anticipated ages of the participants? Please provide estimates of what your audience will be composed of, demographics, psychographics.

20-65 years old-families attending heritage Week, cultural tourist interested in historic tours.

<b>SECTION B TOTAL POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

### 3. Quality of Life (10 Point Value)

#### 3.1. Do you provide a program or event that is otherwise absent in the City of Las Vegas?

Yes, tourist need events and entertainment that keep them overnight. There is a wide variety of historic events that are included in Heritage Week.

**3.2. Has this program or something similar been requested by tourists and/or residents? Who made the request and how was the request made?**

LVCCHP cultural heritage center received inquires on a continual basis, in addition the Visitor Center is asked by tourist what is there to do in Las Vegas, NM .

**3.3. Does this event occur during a season when Las Vegas typically lacks events (Spring, Winter)**

No, this event takes place in August and during class reunion season. Holiday Home Tour takes place the beginning of December when the electric light parade takes place and holiday shopping starts. It is held on the opposite day of the light parade so it makes tourists stay overnight to enjoy the events.

<b>SECTION C TOTAL POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

**4. Financial Information (10 Point Value)**

**4.1. What is the total budget for this event? (Include marketing costs; please exclude any assistance you may receive.)** We will advertize for LVCCHP and all the other business's we collaborate with for Heritage week.

**4.2. Where are matching funds, sponsorships, and other sources of funding being obtained? Include ALL sources and amounts and specific uses of funds.**

LVCCHP will advertise within city limits and pay for that advertisement. We will advertise with local radio station KFUN/KLVF.

<b>SECTION D TOTAL POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

**5. Marketing Plan (10 Point Value)**

**5.1. Provide specific details on where and how you plan to market and advertise the event.**

We plan to utilize newspaper advertising in Albuquerque, Santa Fe, and other cities, magazines, Facebook, Radio programs in Northern New Mexico

**5.2. If provided with marketing design assistance, what is your intent to supplement what is provided?** We intent to supplement by advertising for other businesses for Heritage Week.

**5.3. What percentage of advertising will reach an audience outside a 65 mile radius of Las Vegas?**

85%

<b>SECTION E TOTAL POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

**6. Documentation (10 Point Value)**

6.1. Have Lodger Tax rules been followed and all requested documents provided?

Yes

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

No

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

7. Other (10 Point Value)

7.1. Please provide any other financial impact to the City of Las Vegas this project or event will create. Be specific and indicate how it was calculated.

500 attendees at two meals per one day will generate an estimated 10,000 dollars of revenue based on a \$10.00 per meal estimate.

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

PART V: ASSURANCES AND CERTIFICATIONS

I CERTIFY THAT I AM AUTHORIZED TO ACT ON BEHALF OF THE ORGANIZATION MAKING THIS APPLICATION AND THAT THE STATEMENTS HEREIN ARE COMPLETE AND ACCURATE TO THE VEST OF MY KNOWLEDGE. IF FUNDED, WE WILL KEEP A CLEAR AND ACCURATE ACCOUNTING OF HOW FUNDS WERE UTILIZED. REQUESTS WILL FOLLOW CITY POLICY. WE UNDERSTAND THAT SHOULD WE BE PROVIDED WITH MARKETING ASSISTANCE AND THE EVENT IS CANCELLED, WE WILL BE OBLIGATED TO PAY FOR THE COST OF ANY AND ALL COSTS ASSOCIATED WITH THE DESIGN AND PLACEMENT OF ADS. WE UNDERSTAND THAT THE CITY MAY EVALUATE THE USE OF FUNDS AS REQUIRED AND APPROVED BY THE CITY OF LAS VEGAS AND WE WILL DELIVER A REPORT ON EACH EVENT WITHIN THIRTY (30) DAYS TO THE CITY.

PRINTED NAME: Lawrence G. Quintana

TITLE: LVCCHP Chairman

SIGNATURE: Lawrence Quintana

DATE: 2/14/2024

CITY USE ONLY

RECEIVED BY: [Signature] DATE: 2/15/24

## LODGERS' TAX BOARD

Ward 1	<b>Georgina Ortega Angel</b>	319 Taos St.	(505)-301-3367
	<a href="mailto:cholared@yahoo.com">cholared@yahoo.com</a>		
Ward 2	<b>Matt Martinez</b>	772 Dora Celeste	(505)-429-1565
	<a href="mailto:mattmartinez@knmx.com">mattmartinez@knmx.com</a>		
Ward 3	<b>Helen Strader</b>		(303)-521-0272
	<a href="mailto:s54600@aol.com">s54600@aol.com</a>		
Ward 3	<b>Oliver Lesperance</b>	755 Kathryn Avenue	(505)-429-3803
	<a href="mailto:dqollie@gmail.com">dqollie@gmail.com</a>		
	<b>Krutik Bhakta</b>		(505)-263-1109
	<a href="mailto:kbhakta@gmail.com">kbhakta@gmail.com</a>		

## DESGIN & REVIEW BOARD

Ward 1	<b>Rick Rubio</b>	325 Moreno St.	(505)-425-8330
	<a href="mailto:raulTbird@aol.com">raulTbird@aol.com</a>		
Ward 1	<b>Harold Garcia</b>	PO Box 3197	(505)-429-3235
	<a href="mailto:garciaharold505@gmail.com">garciaharold505@gmail.com</a>		
Ward 2	<b>Roland Medrano</b>	2325 Church St.	(505)-617-0698
	<a href="mailto:roland_medrano@msn.com">roland_medrano@msn.com</a>		
Ward 3	<b>Isaac Sandoval</b>	620 Washington St.	(505)-429-8097
	<a href="mailto:giantsskillet@gmail.com">giantsskillet@gmail.com</a>		

## BOARD OF ADJUSTMENTS AND PLANNING AND ZONING COMMISSION

Ward 1	<b>Mike Sweeney</b>	1809 Montezuma St.	(505)-429-0500
Ward 2	<b>Joe Coca</b>	523 Vegas Dr.	(505)-429-2837
	<a href="mailto:joe.c.coca@gmail.com">joe.c.coca@gmail.com</a>		
Ward 3	<b>Oliver Lesperance</b>		(505)-429-3803
	<a href="mailto:dqollie@gmail.com">dqollie@gmail.com</a>		
Ward 4	<b>Andrew Salazar</b>		(505)-946-7912
	<a href="mailto:jdrewzar@gmail.com">jdrewzar@gmail.com</a>		
Ward 4	<b>Kerry Rodriguez</b>		(505)-426-5273



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

**Meeting Date:** March 13, 2024

**Date Submitted:** 3/1/24

**Department:** Community Dev.

**Item/Topic:** Lodgers Tax Application

Request approval of Lodger's Tax funding in the amount of \$18,500 to the City of Las Vegas to fund the marketing and advertising campaign for The 4th of July event. The event will take place on July 4th, 2024 through July 7th, 2024, in Las Vegas, New Mexico at the Plaza Park

**Fiscal Impact:**

**Attachments:** Lodgers Tax application


**Committee Recommendation:** The Lodger's Tax Board is recommending approval of this funding,

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

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

Reviewed By:

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

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

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

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

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





CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department

For questions email: cbaca@lasvegasnm.gov or (505) 454-1401 ext 1607

PART I: PROJECT INFORMATION

A request for marketing assistance application must be completed and submitted for each individual event or project. Please note if you have previously received financial marketing or monetary assistance from Lodgers tax for your event you may not receive additional funding for the same event. A marketing work group is tasked with evaluating well organized events with strong marketing plans.

Organization

Name: City of Las Vegas

Event Name: 4th of July Fiestas

Event Location: Playa Park

Event Start Date: July 4, 2024 Event End Date: July 7, 2024

Is this a new event? Yes No

If this is a repeat event, how many individuals attended in each of the past three (3) years? 16K approx.

What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc)

Vendor sales, Lodging.

What amount of funding are you requesting? \$0 - \$2,500 \$2,501 - \$5,000 Please give the exact amount of funding you are requesting. \$

PART II: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding? Yes No What amount of funding did you receive? Dates/Amounts (past 3 years)?

PART III: EVENT DETAIL

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)  
 Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Requests must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

Description	UNIT COST	QUANTITY	TOTAL	Committee Review
Stage			19,000. <sup>00</sup>	
Septic			10,965. <sup>00</sup>	
A. Emcee			1,500. <sup>00</sup>	
Entertainment			64,040	
KNMM, AM+FM (Albuquerque)			3,500. <sup>00</sup>	
Las Vegas KNMX, KBQL, KMDZ, KMDS			11,000. <sup>00</sup>	
Santa Fe, KSWV			4,000. <sup>00</sup>	

TOTAL COST OF EVENT \$ 114,005.<sup>00</sup>

Committee Review Amount



**PART IV: EVALUATION INFORMATION**

The following information is utilized by the Marketing Work Group to evaluate your proposal and help determine the recommendation for marketing assistance which is paid for under Lodger Tax. Please provide specific information relevant to each question/statement. Attach additional sheets if necessary.

**1. Lodgers Tax Impact Information (10 Point Value)**

1.1. How does your event create the need for an overnight stay thus creating lodgers tax revenue?

*Fiestas is and has become an annual destination for families and tourists.*

1.2. How many Las Vegas room nights will be generated? (A room night is a paid night of lodging in an establishment that pays Lodger Tax.)

*Traditionally hotels sell out during this time*

<b>SECTION A TOTAL POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

**2. Size and Demographics of Audience Served (10 point value)**

2.1. How many individuals are anticipated to attend the event? How did you calculate this number?

*Based on sales of vendors its well over sixteen thousand.*

2.2. What percentage of attendees will be non-City residents? How many will come from within San Miguel County? Mora County? Santa Fe County? Intra-State? Out of State?

*Well, 50% of the people attending are from outside of Las Vegas.*

2.3. What are the anticipated ages of the participants? Please provide estimates of what your audience will be composed of, demographics, psychographics.

*Fiestas is a family event so the demographics*

<b>SECTION B TOTAL POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

**3. Quality of Life (10 Point Value)**

3.1. Do you provide a program or event that is otherwise absent in the City of Las Vegas?

*Fiestas has been happening one one hundred years.*

3.2. Has this program or something similar been requested by tourists and/or residents? Who made the request and how was the request made? *standing event. This event is a long*

3.3. Does this event occur during a season when Las Vegas typically lacks events (Spring, Winter)

*Fiestas is a summer event.*

SECTION C TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

#### 4. Financial Information (10 Point Value)

4.1. What is the total budget for this event? (Include marketing costs; please exclude any assistance you may receive.)

4.2. Where are matching funds, sponsorships, and other sources of funding being obtained? Include ALL sources and amounts and specific uses of funds.

SECTION D TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

#### 5. Marketing Plan (10 Point Value)

5.1. Provide specific details on where and how you plan to market and advertise the event.

*Radio, print, digital platform*

5.2. If provided with marketing design assistance, what is your intent to supplement what is provided?

*sun ny SOS*

5.3. What percentage of advertising will reach an audience outside a 65 mile radius of Las Vegas?

*85%*

SECTION E TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

#### 6. Documentation (10 Point Value)

6.1. Have Lodger Tax rules been followed and all requested documents provided? yes

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose? no

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**7. Other (10 Point Value)**

7.1. Please provide any other financial impact to the City of Las Vegas this project or event will create. Be specific and indicate how it was calculated.

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**PART V: ASSURANCES AND CERTIFICATIONS**

I CERTIFY THAT I AM AUTHORIZED TO ACT ON BEHALF OF THE ORGANIZATION MAKING THIS APPLICATION AND THAT THE STATEMENTS HEREIN ARE COMPLETE AND ACCURATE TO THE VEST OF MY KNOWLEDGE. IF FUNDED, WE WILL KEEP A CLEAR AND ACCURATE ACCOUNTING OF HOW FUNDS WERE UTILIZED. REQUESTS WILL FOLLOW CITY POLICY. WE UNDERSTAND THAT SHOULD WE BE PROVIDED WITH MARKETING ASSISTANCE AND THE EVENT IS CANCELLED, WE WILL BE OBLIGATED TO PAY FOR THE COST OF ANY AND ALL COSTS ASSOCIATED WITH THE DESIGN AND PLACEMENT OF ADS. WE UNDERSTAND THAT THE CITY MAY EVALUATE THE USE OF FUNDS AS REQUIRED AND APPROVED BY THE CITY OF LAS VEGAS AND WE WILL DELIVER A REPORT ON EACH EVENT WITHIN THIRTY (30) DAYS TO THE CITY.

PRINTED NAME: Chuck Briego

TITLE: Event planner/film liaison

SIGNATURE: Chuck Briego

DATE: 11/4/2024

**CITY USE ONLY**  
RECEIVED BY: [Signature] DATE: 1/4/24

<b>Fiesta Set up</b>	<b>Number of employees</b>	<b>Hours</b>
1. Onsite prep	3	48 @ \$24.95 hr
2. Barricades	6	12 @ \$24.95 hr
3. Sweeper	1	2 @ \$120.00 hr
4. Traffic Control	4	12 @ \$24.95 hr
5. Crowd Control	3	6 @ \$24.95 hr
6. Potable Water	1	5 hrs 1 employee (refill 4 times a day) @ \$24.95
7. Distribution of potable water	1	10 @ \$24.95 hr
8. Traffic Control (parade)	5	15 @ \$24.95 hr
9. Sweeper (parade)	2	4 @ \$120.00 hr

### **Tear Down**

1. Remove Barricades	6	12 @ \$24.95
2. Remove Traffic Control	4	8 @ \$24.95
3. Sweeper	1	2 @ \$120.00

**136 hours total**

Employees	128 x 24.95= \$3,193.60
Sweeper/operator	8 x \$120.00= \$960.00
Water truck rental	3 x \$100.00= \$300.00

---

**Total                    \$4,453.60**

Water truck rental \$100.00 day (3 days)  
Sweeper and operator \$120.00 hour  
Employee (average amount) \$24.95 hour



Dept: Public Facilities

Subject: 4<sup>TH</sup> of July Production and Labor

One week before the 4<sup>th</sup> July Event.

Mark Vendors spaces with numbers on curb. 4hrs. 2 Employees

Clean out trash from underground Jboxes check all Electrical boxes. 4hrs. 2 Employees

Replace all worn out parts such as GFCI Circuit Breakers, GFCI Receptacles,

Weather proof two gang boxes and single gang boxes .

Troubleshoot all underground Electrical J boxes make sure they are energized . 4 to 6 hrs with 4 Employees.

Flush out 2" Electrical Conduits around the Plaza to each Electric J box to be used as Electrical feeders . 2hrs with 4 Employees

The day before the Event we set up Electrical Pedistals ,cord raceways ,gray water tanks, Energize Band Stand. 4 to 6 hrs with 4 Employees.

On the day of beginning of the Event we come to work early to start setting up vendors at their assigned spaces and Energize their food trucks . we work through lunch and after hours to terminate all Electrical feeds to vendors food trucks . 8 to 10 hrs with 4 Employees.

Electrician is on call in case of Electrical Outages with Apprentice on call too in case needed for assistance 30 to 38 hrs are worked through the four day Event. 2 Employees on call .

The Estimated Amount: 64 Hrs x 43.37 = 2,775.68 Average reg. time with overtime hrs.

Dept : Public Facilities.

Al Fresco Music at Plaza Park 1<sup>st</sup> week of May thru last week of September.

Provide Porta Potties at the Police station parking lot. 1hr 2 Employees.

Provide Electricity at the Gazebo for the Music . 1hr 1 Employee.

Electrician on call for Electrical outages every Friday till the end of the Event.

Estimated Amount 2 Hrs x 28.98 = \$ 57.96

Estimated Amount with overtime salary average 30 Hrs x 43.37 = 1,301.10

Estimated Amount callback 30 Hrs x 28.98 = 869.40



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

**Meeting Date:** March 13, 2024

**Date Submitted:** 3/1/24

**Department:** Community Dev.

**Item/Topic:** Lodgers Tax Application

Request approval of Lodger's Tax funding in the amount of \$16,000 to the City of Las Vegas to fund the marketing and advertising campaign for the Music in the Park events. The event will take place from May 2024 through the last Friday in September 2024 in The Plaza Park located in Las Vegas, New Mexico.

**Fiscal Impact:**

**Attachments:** Lodgers Tax application

**Committee Recommendation:** The Lodger's Tax Board is recommending approval of this funding.

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

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

Reviewed By:

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

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

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

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

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





CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department

For questions email: cbaca@lasvegasnm.gov or (505) 454-1401 ext 1607

PART I: PROJECT INFORMATION

A request for marketing assistance application must be completed and submitted for each individual event or project. Please note if you have previously received financial marketing or monetary assistance from Lodgers tax for your event you may not receive additional funding for the same event.

Organization

Name: City of Las Vegas

Event Name: Music in the park

Event Location: Plaza Park, Las Vegas, NM

Event Start Date: May 3, 24 Event End Date: Sept 27, 24

Is this a new event? Yes No

If this is a repeat event, how many individuals attended in each of the past three (3) years? 200

What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc)

Survey Utilized a click counter.

What amount of funding are you requesting? \$0 - \$2,500 \$2,501 - \$5,000 Please give the exact amount of funding you are requesting. \$ 16,000.00

PART II: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding? Yes No What amount of funding did you receive? Dates/Amounts (past 3 years)?

PART III: EVENT DETAIL

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary) Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Requests must have specific



**PART IV: EVALUATION INFORMATION**

The following information is utilized by the Marketing Work Group to evaluate your proposal and help determine the recommendation for marketing assistance which is paid for under Lodger Tax. Please provide specific information relevant to each question/statement. Attach additional sheets if necessary.

**1. Lodgers Tax Impact Information (10 Point Value)**

1.1. How does your event create the need for an overnight stay thus creating lodgers tax revenue?

*Tourist come and spend the weekend in Las Vegas for the Friday night concerts.*

1.2. How many Las Vegas room nights will be generated? (A room night is a paid night of lodging in an establishment that pays Lodger Tax.)

*These numbers they.*

SECTION A TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**2. Size and Demographics of Audience Served (10 point value)**

2.1. How many individuals are anticipated to attend the event? How did you calculate this number?

*The music series series from 200 to 400. Click counters were used.*

2.2. What percentage of attendees will be non-City residents? How many will come from within San Miguel County? Mora County? Santa Fe County? Intra-State? Out of State?

*50%*

2.3. What are the anticipated ages of the participants? Please provide estimates of what your audience will be composed of, demographics, psychographics.

*These concerts are family events so the numbers vary from concert to concert.*

SECTION B TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**3. Quality of Life (10 Point Value)**

3.1. Do you provide a program or event that is otherwise absent in the City of Las Vegas?

*yes. These concerts have become a draw for the area.*

- 3.2. Has this program or something similar been requested by tourists and/or residents? Who made the request and how was the request made? *Each year people who attend here expressed they come for the weekend.*
- 3.3. Does this event occur during a season when Las Vegas typically lacks events (Spring, Winter)

*The music series covers all seasons, Spring, Summer and Fall.*

SECTION C TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**4. Financial Information (10 Point Value)**

- 4.1. What is the total budget for this event? (Include marketing costs; please exclude any assistance you may receive.)
- 4.2. Where are matching funds, sponsorships, and other sources of funding being obtained? Include ALL sources and amounts and specific uses of funds.

*\$11,550.00*

SECTION D TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**5. Marketing Plan (10 Point Value)**

- 5.1. Provide specific details on where and how you plan to market and advertise the event.
- Local, radio, print, digital media.*
- 5.2. If provided with marketing design assistance, what is your intent to supplement what is provided?

*Sunny 505*

- 5.3. What percentage of advertising will reach an audience outside a 65 mile radius of Las Vegas?

*65%*

SECTION E TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**6. Documentation (10 Point Value)**

6.1. Have Lodger Tax rules been followed and all requested documents provided? yes

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

no

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**7. Other (10 Point Value)**

7.1. Please provide any other financial impact to the City of Las Vegas this project or event will create. Be specific and indicate how it was calculated.

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**PART V: ASSURANCES AND CERTIFICATIONS**

I CERTIFY THAT I AM AUTHORIZED TO ACT ON BEHALF OF THE ORGANIZATION MAKING THIS APPLICATION AND THAT THE STATEMENTS HEREIN ARE COMPLETE AND ACCURATE TO THE VEST OF MY KNOWLEDGE. IF FUNDED, WE WILL KEEP A CLEAR AND ACCURATE ACCOUNTING OF HOW FUNDS WERE UTILIZED. REQUESTS WILL FOLLOW CITY POLICY. WE UNDERSTAND THAT SHOULD WE BE PROVIDED WITH MARKETING ASSISTANCE AND THE EVENT IS CANCELLED, WE WILL BE OBLIGATED TO PAY FOR THE COST OF ANY AND ALL COSTS ASSOCIATED WITH THE DESIGN AND PLACEMENT OF ADS. WE UNDERSTAND THAT THE CITY MAY EVALUATE THE USE OF FUNDS AS REQUIRED AND APPROVED BY THE CITY OF LAS VEGAS AND WE WILL DELIVER A REPORT ON EACH EVENT WITHIN THIRTY (30) DAYS TO THE CITY.

PRINTED NAME: Chuck Griego

TITLE: Event planner / Film Liaison

SIGNATURE: Chuck Griego

DATE: 1/4/2024

**CITY USE ONLY**

RECEIVED BY: [Signature]

DATE: 1/4/24



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

**Meeting Date:** March 13, 2024

**Date Submitted:** 3/1/24

**Department:** Community Dev.

**Item/Topic:** Lodgers Tax Application

Request approval of Lodger's Tax funding in the amount of \$30,000 to the City of Las Vegas to fund the marketing and advertising campaign for the 2024 Albuquerque International Balloon Fiesta events. The event will take place from May 3, 2024 through September 27, 2024 in The Plaza Park located in Las Vegas, New Mexico.

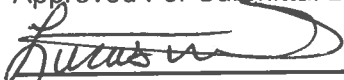
**Fiscal Impact:**

**Attachments:** Lodgers Tax application

**Committee Recommendation:** The Lodger's Tax Board is recommending approval of this funding.

**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:

 3/8/24  
\_\_\_\_\_  
Finance Director

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

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

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

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



CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department

For questions email: cbaca@lasvegasnm.gov or (505) 454-1401 ext 1607

PART I: PROJECT INFORMATION

A request for marketing assistance application must be completed and submitted for each individual event or project. Please note if you have previously received financial marketing or monetary assistance from Lodgers tax for your event you may not receive additional funding for the same event. A marketing work group is tasked with evaluating well organized events with strong marketing plans.

Organization

Name: City of Las Vegas

Event Name: 2024 Allbuquerque International Balloon Fiesta

Event Location: Allbuquerque New Mexico

Event Start Date: Oct 5-13, 2024 Event End Date: October 13, 2024

Is this a new event? Yes No

If this is a repeat event, how many individuals attended in each of the past three (3) years? 908,516

What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc) These are the official numbers as gathered by the Security Group. attached is a copy.

What amount of funding are you requesting? \$0 - \$2,500 \$2,501 - \$5,000 Please give the exact amount of funding you are requesting. \$30,000.00

PART II: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding? Yes No What amount of funding did you receive? Dates/Amounts (past 3 years)? \$30,000.00 Oct 7-15-2023

PART III: EVENT DETAIL

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)  
 Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Requests must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

Description	UNIT COST	QUANTITY	TOTAL	Committee Review
Sponsorship (2023)			14,000. <sup>00</sup>	
merchandise (2023)			3,625.08	
Lodging (2023) (9-nights)			3,750.00	
Banner (2023)			60.00	
Brochure - printing			5,881.00	
Staffing				

**TOTAL COST OF EVENT \$** \_\_\_\_\_

**Committee Review Amount**



## PART IV: EVALUATION INFORMATION

The following information is utilized by the Marketing Work Group to evaluate your proposal and help determine the recommendation for marketing assistance which is paid for under Lodger Tax. Please provide specific information relevant to each question/statement. Attach additional sheets if necessary.

### 1. Lodgers Tax Impact Information (10 Point Value)

1.1. How does your event create the need for an overnight stay thus creating lodgers tax revenue?

Visitors traveling to Balloon Fiesta utilize the lower rates of our lodging.

1.2. How many Las Vegas room nights will be generated? (A room night is a paid night of lodging in an establishment that pays Lodger Tax.)

Approximately nine nights.

SECTION A TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

### 2. Size and Demographics of Audience Served (10 point value)

2.1. How many individuals are anticipated to attend the event? How did you calculate this number?

Local establishments have expressed an increase during this time

2.2. What percentage of attendees will be non-City residents? How many will come from within San Miguel County? Mora County? Santa Fe County? Intra-State? Out of State?

2023 Balloon Fiesta had an estimated just visit of 968,516

2.3. What are the anticipated ages of the participants? Please provide estimates of what your audience will be composed of, demographics, psychographics.

This event is a family event see 2.2.

SECTION B TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

### 3. Quality of Life (10 Point Value)

3.1. Do you provide a program or event that is otherwise absent in the City of Las Vegas?

Balloon Fiesta generates an increase in CRT & tourism due to the Fiesta

3.2. Has this program or something similar been requested by tourists and/or residents? Who made the request and how was the request made?

3.3. Does this event occur during a season when Las Vegas typically lacks events (Spring, Winter)

*This is a Fall event which is highly attended.*

<b>SECTION C TOTAL POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

**4. Financial Information (10 Point Value)**

4.1. What is the total budget for this event? (Include marketing costs; please exclude any assistance you may receive.)

4.2. Where are matching funds, sponsorships, and other sources of funding being obtained? Include ALL sources and amounts and specific uses of funds.

<b>SECTION D TOTAL POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

**5. Marketing Plan (10 Point Value)**

5.1. Provide specific details on where and how you plan to market and advertise the event.

*The marketing + advertisement will be at the event.*

5.2. If provided with marketing design assistance, what is your intent to supplement what is provided?

*Brochures, pamphlets + videos.*

5.3. What percentage of advertising will reach an audience outside a 65 mile radius of Las Vegas?

*100%*

<b>SECTION E TOTAL POINTS 10 Points Max.</b>	
<b>Evaluator Use Only</b>	

**6. Documentation (10 Point Value)**

6.1. Have Lodger Tax rules been followed and all requested documents provided? *yes*

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

*no*

SECTION F TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**7. Other (10 Point Value)**

7.1. Please provide any other financial impact to the City of Las Vegas this project or event will create. Be specific and indicate how it was calculated.

SECTION G TOTAL POINTS 10 Points Max.	
Evaluator Use Only	

**PART V: ASSURANCES AND CERTIFICATIONS**

I CERTIFY THAT I AM AUTHORIZED TO ACT ON BEHALF OF THE ORGANIZATION MAKING THIS APPLICATION AND THAT THE STATEMENTS HEREIN ARE COMPLETE AND ACCURATE TO THE VEST OF MY KNOWLEDGE. IF FUNDED, WE WILL KEEP A CLEAR AND ACCURATE ACCOUNTING OF HOW FUNDS WERE UTILIZED. REQUESTS WILL FOLLOW CITY POLICY. WE UNDERSTAND THAT SHOULD WE BE PROVIDED WITH MARKETING ASSISTANCE AND THE EVENT IS CANCELLED, WE WILL BE OBLIGATED TO PAY FOR THE COST OF ANY AND ALL COSTS ASSOCIATED WITH THE DESIGN AND PLACEMENT OF ADS. WE UNDERSTAND THAT THE CITY MAY EVALUATE THE USE OF FUNDS AS REQUIRED AND APPROVED BY THE CITY OF LAS VEGAS AND WE WILL DELIVER A REPORT ON EACH EVENT WITHIN THIRTY (30) DAYS TO THE CITY.

PRINTED NAME: Charles R. Griego

TITLE: Event planner / Film Liaison

SIGNATURE: Charles R. Griego

DATE: 11/4/2024

**CITY USE ONLY**

RECEIVED BY:  DATE: 11/2/24

## **APPLICATION DEADLINES**

❖ February 15, 2024

❖ August 15, 2024



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

**Meeting Date:**

**Date Submitted:** March 1, 2024

**Department:** Parks and Recreation Dept

**Item/Topic:** Memorandum of Understanding La Plaza Little League

\* La Plaza Little League will be utilizing Rodriguez Park Henry Martinez field, Softball field and Majors field for Spring League youth baseball/softball practices and games. La Plaza Little League will be compensating the CLV \$300.00 for use of the facilities from March 15, 2024 to July 31, 2024.

**Fiscal Impact:** Parks maintenance

**Attachments:** MOU

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

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

Reviewed By:

 3/5/24  
\_\_\_\_\_  
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 \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF LAS VEGAS  
AND LA PLAZA LITTLE LEAGUE**

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

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 lands at Rodriguez Park Complex, 1318 Grant Street which are made available under this agreement;

**WHEREAS**, the City of Las Vegas will make the land at Rodriguez Park Complex, specifically, newly turfed Henry Martinez field, newly turfed softball field, Majors field, buildings, and equipment to include the concession stand, bathrooms and press box, for the sole purpose of holding baseball and softball activities to include Little League events during the spring season from March \_\_\_\_\_ to July 31, 2024.

**WHEREAS**, LPLL agrees not to engage in or permit the Rodriguez Park 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 LPLL, 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 Rodriguez Park Complex and ball 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:** LPLL shall pay, within thirty (30) days of signing this agreement, consideration to CLV in the amount of \$300.00 for use of the property.
2. LPLL 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, LPLL 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 LPLL, shall be brought in, set up and taken down at the LPLL sole expense. No outside equipment shall be left over or stored on the Property. LPLL 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 LPLL in writing within two weeks. Failure to comply with any of the terms and provisions of this MOU, LPLL rights hereunder shall terminate at once and the CLV may enter the Property and expel the LPLL, and LPLL shall not have any remedies. Notice to quit possession and every other formality is hereby expressly waived by the LPLL in case of default or violation of any of the terms of this agreement.
5. **General Liability Insurance:** LPLL 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. LPLL shall furnish verification of insurance coverage to CLV within 15 days of signing MOU.
6. **Additional Insured:** Fire, lightning and extended coverage, or risk coverage. CLV shall be named as an additional insured on each such policy of insurance. LPLL shall carry and maintain in full force and effect during the Term of this MOU and any renewal thereof, fire and extended coverage insurance upon all real property, alterations, additions and improvements in an amount equal to the replacement value of such real property, alterations additions and improvements. LPLL, within ten (10) days after cancellation or expiration of any required coverage is to notify CLV in writing. CLV may deem MOU to be in default as stated in the following section and reserves the right to immediate possession of the property and all additions or improvements. If substantially damaged in whole or in part, and such loss is covered by fire and to replace or repair real property, additions or improvements, it must first use the proceeds to clear the premises of all such buildings, additions and improvements including foundation, and thereafter the MOU will be deemed to be terminated.
7. **Hold Harmless:** Agree to defend, indemnify and hold harmless the City and its "public employees" as defined in the NM Torts Claim Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any sources with which may arise out of the performance of this agreement, caused by the negligent act or failure to act by LPLL, its officers, employees, servants, or against, or if caused by the actions of any client of LPLL resulting in injury or damage to persons or property during the time when LPLL 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 LPLL or any officer, agent, assign, employee, servant under this agreement is brought against LPLL, LPLL 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 LPLL. 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 – 10pm and Saturday 8am – 8pm

#### **GENERAL MAINTENANCE:**

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

#### **LPLL:**

1. Will utilize the aforementioned ball fields for their respective programs.
2. Will maintain a quality standard of care in the upkeep of all ball fields.
3. Must request authorization from CLV to utilize fields off season and authorization to access buildings to perform board business duties off season.
4. Must 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 fields. This includes the new artificial turf ball fields.
5. Will have the responsibility of using quality of care necessary for preparing and maintaining the ball fields for daily operation to include: lining fields, grooming infield, outfield, clean and sanitize dugouts, utilizing equipment, maintenance of infield, side tracks, warning track, and other areas of responsibility required to prepare for games and practices throughout season and post season to include: ALL STAR practices until teams are no longer utilizing fields.
6. Will have the responsibility of maintenance and upkeep of dugouts, trash pickup outside of trash receptacles, bagging trash inside receptacles, trash in parking lots, fence lines and putting trash in dumpsters. Other areas of responsibility required to keep areas clean to include ALL STAR practices and post season until teams are no longer utilizing fields.



7. Will be issued keys from CLV to all necessary doors and gates and will maintain key control to LPLL President and Vice President.
8. Security will need to be maintained at all times while utilizing fields and buildings. Access to the park is the responsibility of LPLL and will maintain proper safety and security at all times during practices and games. Joint cooperation with Luna Community College during crossover of practices and games is mandatory.
9. 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, infield soil material, and concession stand 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 LPLL Field Maintenance person with Parks crew to coordinate this agreement requirements and have basic lawn care, turf management and maintenance knowledge to maintain quality standard of care for the ball fields.
2. Will provide irrigation and fertilization/reseeding of all grassed areas as needed on all ball fields to include new artificial turf ball fields. Provide cutting and grooming of all grassed and other vegetated areas on all ball fields; and will collect and dispose of all waste and debris from within the premises of Rodriguez Park. All timed settings for irrigation and water distribution is the sole responsibility of CLV. All sprinkler test and repair will be conducted as needed.
3. Will prepare fields for opening day, after opening day, daily quality standard of care and maintenance of ball fields will be the responsibility of LPLL for their respective fields and respective season.
4. Will work with LPLL to maintain a level of security at the Rodriguez Park Complex.
5. Will utilize a checklist to periodically inspect all ball fields to insure general maintenance and quality care expectations are being met by LPLL. Designees from both parties will conduct a walk through.
6. Any alterations or changes to buildings, surrounding areas and/or Ball Park and fields must be authorized by CLV.
7. Will schedule with Solid Waste scheduled dumpster pickup preferably twice a week. Will provide trash cans as needed.
8. Will work on irrigation system as needed, water fields, aerate fields, apply fertilizer, mow Majors and Lower softball field, and coordinate maintenance to artificial turf fields and other maintenance as needed.
9. Will issue keys to all necessary doors and gates. CLV will control keys and designate LPLL President and Vice President, Police, Fire, and PW to have access and be responsible for the care/security of such keys in their designated areas. All locks must be authorized and any changes must be approved by CLV.
10. Is responsible for the upkeep and maintenance of the scoreboard and lighting system on all ball fields.
11. Is responsible for the cost of utilities.
12. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include infield soil material, building and concession stand responsibilities, if any. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

**TERM:**

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

**AGREEMENTS:**

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

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

**PRIMARY CONTACT:**

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

The parties hereby agree to the foregoing MOU:

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

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


\_\_\_\_\_  
Date

**LA PLAZA LITTLE LEAGUE (LPLL):**

\_\_\_\_\_  
Anthonio "AJ" Sanchez Montoya, League President

\_\_\_\_\_  
Date

Approved as to Legal Sufficiency only:

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

03/04/2024  
\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date



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

\*Reviewed:

Tim Montgomery, City Manager

03/05/2024  
Date

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

Date Submitted: March 4, 2024

Department Submitting: Parks and Rec

Submitter: Arturo Padilla

Documents to be reviewed: Memorandum of Understanding for La Plaza Little League - Spring Season

Deadline: As soon as possible

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

Received by CM - Office Mgr/HR: [Signature]

Date: 3-5-2024

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

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

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

1

Changes: Payment Date / gm / chg

Date: 03/06/2024

[Signature]  
Attorney Review

03/06/2024  
Date

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

2

[Signature]  
Finance Director

3/8/24  
Date

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

3

Tim Montgomery, City Manager

03/07/2024  
Date

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

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

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



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

**Meeting Date:**

**Date Submitted:** March 1, 2024

**Department:** Parks and Recreation Dept...

**Item/Topic:** Memorandum of Understanding Las Vegas Little League

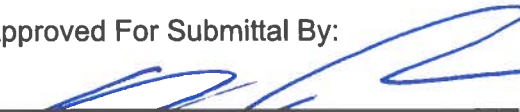
\* Las Vegas Little League will be utilizing Keyes Park, Sandoval Park and Carnegie Park for Spring League youth baseball practice and games. LV Little League will be compensating the CLV \$300.00 for use of the facilities from March 15, 2024 to July 31, 2024.

**Fiscal Impact:** Parks maintenance


**Attachments:** MOU

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

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

Reviewed By:

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

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

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

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

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

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF LAS VEGAS  
AND LAS VEGAS LITTLE LEAGUE**

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

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 Keyes Park, 200 Mills Ave., Juan Gallegos field and Keyes Field which are made available under this agreement;**

**WHEREAS, the City of Las Vegas will make the land at Keyes Park, 200 Mills Ave., specifically the Keyes field and Juan Gallegos field available under this agreement to include the concession stand, press box and equipment, for the sole purpose of LVLL to hold youth baseball/softball activities of holding baseball and softball activities to include Little League events during the spring/summer season from March \_\_\_\_\_ to August 31, 2024;**

**WHEREAS, Park property shall not 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 City of Las Vegas, 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 Keyes Park and ball 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:** LVLL shall pay, within thirty (30) days of signing this agreement, consideration to CLV in the amount of \$300.00 for use of the property for both fields and concession stand.
2. LVLL 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, LVLL 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 LVLL, shall be brought in, set up and taken down at LVLL sole expense. No outside equipment shall be left over or stored on the Property. LVLL 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 LVLL in writing within two weeks. Failure to comply with any of the terms and provisions of this MOU, LVLL rights hereunder shall terminate at once and the CLV may enter the Property and expel the LVLL, and LVLL shall not have any remedies. Notice to quit possession and every other formality is hereby expressly waived by the LVLL in case of default or violation of any of the terms of this agreement.
5. **General Liability Insurance:** LVLL 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. LVLL shall furnish verification of insurance coverage to CLV within thirty (30) days of signing MOU.
6. **Additional Insured:** Fire, lightning and extended coverage, or risk coverage. CLV shall be named as an additional insured on each such policy of insurance. LVLL shall carry and maintain in full force and effect during the Term of this MOU and any renewal thereof, fire and extended coverage insurance upon all real property, alterations, additions and improvements in an amount equal to the replacement value of such real property, alterations additions and improvements. LVLL, within ten (10) days after cancellation or expiration of any required coverage is to notify CLV in writing. CLV may deem MOU to be in default as stated in the following section and reserves the right to immediate possession of the property and all additions or improvements. If substantially damaged in whole or in part, and such loss is covered by fire and to replace or repair real property, additions or improvements, it must first use the proceeds to clear the premises of all such buildings, additions and improvements including foundation, and thereafter the MOU will be deem to be terminated.
7. **Hold Harmless:** Agree to defend, indemnify and hold harmless the City and its "public employees" as defined in the NM Torts Claim Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any sources with which may arise out of the performance of this agreement, caused by the negligent act or failure to act by LVLL, its officers, employees, servants, or against, or if caused by the actions of any client of LVLL resulting in injury or damage to persons or property during the time when LVLL 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 LVLL or any officer, agent, assign, employee, servant under this agreement is brought against LVLL, LVLL 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 LVLL. 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.

#### **GENERAL MAINTENANCE:**

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

#### **LVLL:**

1. Will utilize the aforementioned ball fields for their respective programs.
2. Will maintain a quality standard of care in the upkeep of all ball fields.
3. Will request authorization from CLV to utilize fields off season and authorization to access buildings to perform Board business duties off season.
4. 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.
5. Will have the responsibility of using quality of care necessary for preparing and maintaining the ball fields for daily operation to include: lining fields, grooming infield, dugout cleanliness and sanitize dugouts, utilizing equipment, maintenance of infield, side tracks, warning track, and other areas of responsibility required to prepare for games and practices throughout season to include: ALL STAR practices until teams are no longer utilizing fields.
6. Will have the responsibility of maintenance and upkeep of trash in dugouts, trash pickup outside of trash receptacles, bagging trash inside receptacles, trash in parking lots, fence lines and putting trash in dumpsters. Other areas of responsibility required to keep areas clean to include ALL STAR practices until teams are no longer utilizing fields.
7. Will be issued keys from CLV to all necessary doors and gates and will maintain key control to LVLL President and Treasurer.
8. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include infield soil material, and concession stand responsibilities, if any. All discussions will be with the

representative/designee for each organization and any addendums to this MOU must be requested in writing.

**CLV:**

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

**SCHEDULE FOR ALL FIELDS:**

Monday – Friday: 8am – 11pm and Saturday: 8am – 8pm

**TERM:**

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

**AGREEMENTS:**

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



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

The parties hereby agree to the foregoing MOU:

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

**DATE:**

\_\_\_\_\_  
Timothy Montgomery, City Manager

**LAS VEGAS LITTLE LEAGUE (LVLL):**

\_\_\_\_\_  
Craig Aragon, League President

Approved as to Legal Sufficiency only:

**DATE:**

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

\_\_\_\_\_  
03/06/2024

**Attest:**

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



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

\*Reviewed:

[Signature] 03/05/2024  
Tim Montgomery, City Manager Date

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

Date Submitted: March 4, 2024

Department Submitting: Parks and Rec Submitter: Arturo Padilla

Documents to be reviewed: Memorandum of Understanding for Las Vegas Little League - Spring Season

Deadline: As soon as possible

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

Received by CM - Office Mgr/HR: [Signature] Date: 3.5.2024

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

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

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

Changes: payment terms / insurance Date: 03/06/2024  
[Signature] 03/06/2024  
Attorney Review Date

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

[Signature] 3/8/24  
Finance Director Date

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

[Signature] 03/07/2024  
Tim Montgomery, City Manager Date

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

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



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

**Meeting Date:**

**Date Submitted:** March 1, 2024

**Department:** Parks and Recreation Dept

**Item/Topic:** Memorandum of Understanding Las Vegas Soccer League  
\* Las Vegas Soccer League will be utilizing Marrujo Park, Hanna Park and Panch Padilla Park for Spring League youth soccer practices and games. LV Soccer League will be compensating the CLV \$300.00 for use of the facilities from March 15, 2024 to July 31, 2024.

**Fiscal Impact:** Parks maintenance


**Attachments:** MOU

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

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

Reviewed By:

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

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

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

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

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

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

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

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

**RECITALS:**

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

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

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

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

WHEREAS, this MOU addresses the relationship, roles and responsibilities of the parties with the primary purpose to establish a mutually beneficial working relationship for the utilization, maintenance, and upkeep of the all 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:** LVYSL shall pay, within thirty (30) days of signing the agreement, consideration to CLV in the amount of \$300.00 for use of the property, for the duration of LVYSL season.
2. LVYSL agrees to deliver the Property, at the expiration of this agreement, in as good a condition as at the beginning of this agreement. If damage or breakage occurs, or if the Property is not cleaned up sufficient to satisfy CLV, LVYSL shall pay the costs of CLV to repair said damage/breakage or for proper cleaning.
3. **Additional equipment:** Any equipment other than equipment furnished by LVYSL, shall be brought in, set up and taken down at the LVYSL sole expense. No outside equipment shall be left over or stored on the Property. LVYSL must replace any equipment that, in the CLV sole discretion, is destroyed, stolen or damaged.
4. **Cancellation:** It is understood and agreed upon that this agreement is subject to cancellation if and when the CLV, in its sole discretion, finds that a cancellation of the use of the Property is warranted, at which time CLV shall inform LVYSL in writing within two weeks. Failure to comply with any of the terms and provisions of this MOU, LVYSL rights hereunder shall terminate at once and the CLV may enter the Property and expel the LVYSL, and LVYSL shall not have any remedies. Notice to quit possession and every other formality is hereby expressly waived by the LVLL in case of default or violation of any of the terms of this agreement.
5. **General Liability Insurance:** LVYSL 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. LVYSL shall furnish verification of insurance coverage to CLV within 15 days of signing MOU.
6. **Additional Insured:** Fire, lightning and extended coverage, or risk coverage. CLV shall be named as an additional insured on each such policy of insurance. LVYSL shall carry and maintain in full force and effect during the Term of this MOU and any renewal thereof, fire and extended coverage insurance upon all real property, alterations, additions and improvements in an amount equal to the replacement value of such real property, alterations additions and improvements. LVYSL, within ten (10) days after cancellation or expiration of any required coverage is to notify CLV in writing. CLV may deem MOU to be in default as stated in the following section and reserves the right to immediate possession of the property and all additions or improvements. If substantially damaged in whole or in part, and such loss is covered by fire and to replace or repair real property, additions or improvements, it must first use the proceeds to clear the premises of all such buildings, additions and improvements including foundation, and thereafter the MOU will deem to be terminated.
7. **Hold Harmless:** LVYSL agrees to defend, indemnify and hold harmless the City and its "public employees" as defined in the NM Torts Claim Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any sources with which may arise out of the performance of this agreement, caused by the negligent act or failure to act by LVYSL, its officers, employees, servants, or against, or if caused by the actions of any client of LVYSL resulting in injury or damage to persons or property during the time when LVYSL or any officer, agent, assign, employee, servant thereof has or is performing services pursuant to this agreement. In the event that any action, suit or proceeding related to the services performed by LVYSL or any officer, agent, assign, employee, servant under this agreement is brought

against LVYSL, LVYSL shall, as soon as practicable but no later than two (2) days after it received notice thereof, notify the legal counsel of the City by certified mail.

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

#### SCHEDULE FOR ALL FIELDS:

Monday – Friday 4pm – 7pm and Saturday 8am – 5pm

#### GENERAL MAINTENANCE:

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

#### LVYSL:

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

#### CLV:

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

**TERM:**

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

**AGREEMENTS:**

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

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

**PRIMARY CONTACT:**

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

The parties hereby agree to the foregoing MOU:

CITY OF LAS VEGAS (CLV):

DATE:

\_\_\_\_\_  
Timothy Montgomery, City Manager

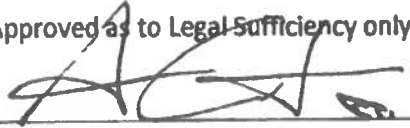
\_\_\_\_\_

LAS VEGAS YOUTH SOCCER LEAGUE (LVYSL):

DATE:

\_\_\_\_\_  
Eric Alarid, League President

\_\_\_\_\_

Approved as to Legal Sufficiency only:  
  
\_\_\_\_\_  
City Attorney

DATE:

\_\_\_\_\_  
03/06/2024

Attest:

DATE:

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

\_\_\_\_\_





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

\*Reviewed:

[Signature]  
**Tim Montgomery, City Manager**

03/05/2024  
**Date**

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

Date Submitted: March 4, 2024

Department Submitting: Parks and Rec

Submitter: Arturo Padilla

Documents to be reviewed: Memorandum of Understanding for Las Vegas Youth Soccer League - Spring Season

Deadline: As soon as possible

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

Received by CM - Office Mgr/HR: [Signature]

Date: 3.5.2024

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

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

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

1 Change: Report / on / to Date: 03/06/2024  
[Signature] 03/06/2024  
**Attorney Review** **Date**

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

2 [Signature] Date: 3/8/24  
**Finance Director** **Date**

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

3 [Signature] 03/07/2024  
**Tim Montgomery, City Manager** **Date**

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

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



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

**Meeting Date:** March 13, 2024

**Date Submitted:** 2/23/24

**Department:** Executive

**Item/Topic:** Discussion/Direction regarding Contracts, Agreements and Memorandum's of Understanding (MOU's).

Clarification on which contracts, agreements and MOU's are required to come before the Council for approval.

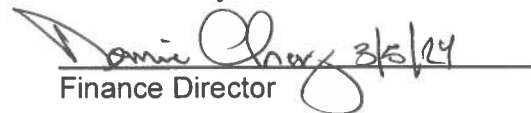
**Fiscal Impact:**

**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:** March 13, 2024

**Date Submitted:** 3/7/24

**Department:** Executive

**Item/Topic:** Discussion/Update on revisions to Municipal Charter.

The Municipal Charter has several sections that are outdated or no longer apply to the City of Las Vegas. As per Section 1.05 Charter Review and Amendment. A. The Governing Body shall be responsible for modifying the City Charter as necessary, and shall review the City Charter at least once every five (5) years.

**Fiscal Impact:**

**Attachments:** Municipal Charter, Section 1.05 Charter Review and Amendment. A

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

Approved For Submittal By:

Reviewed By

*Demir Chery* 3/8/24  
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 \_\_\_\_\_

1 **Section 1.02. State and Municipal Laws.**

- 2
- 3 A. All City ordinances, resolutions, codes, orders and regulations which are in force when  
4 this Charter becomes fully effective shall remain in full force and effect except to the  
5 extent that they are inconsistent with or interfere with the effective operation of this  
6 Charter.
- 7 B. Any provisions of the New Mexico Municipal Code or any other state law relating to  
8 municipalities shall apply to the City only to the extent that such a state statute is not  
9 inconsistent with the provisions of this Charter. To the extent that any state statute  
10 relating to municipalities is consistent with the Charter, the City may avail itself of the  
11 rights, privileges and powers conferred by such a statute, regardless of whether such a  
12 statute vests powers in home rule municipalities, non-home rule municipalities, or both.

13

14 **Section 1.03. Rights and Property.**

- 15
- 16 A. All rights and property which were vested in the City prior to the effective date of this  
17 Charter shall remain so vested under the Charter. No existing right or liability and no  
18 pending litigation shall be affected by adoption of this Charter. No action or proceeding,  
19 civil or criminal, pending at the time that this Charter takes effect, shall be affected or  
20 abated by operation of this Charter.
- 21 B. All contracts and franchises entered into by the City or for its benefit, prior to the  
22 effective date of this Charter, shall remain in full force and effect. Public improvements  
23 for which legislative action has been taken under laws, ordinances or resolutions existing  
24 at the time this Charter takes effect, may be carried to completion in a manner which is in  
25 as full compliance with this Charter as is possible in accordance with the provisions of  
26 existing laws, ordinances and resolutions.

27

28 **Section 1.04. Construction.**

- 29
- 30 A. **Headings.** Section and subsection headings are included for convenience only. Such  
31 headings shall not be utilized for the purpose of determining the meaning of the Charter.
- 32 B. **Terms.** Unless the context otherwise requires, the singular shall include the plural; the  
33 plural shall include the singular; male shall include female; female shall include male; the  
34 terms “may,” “can,” and “should” shall be permissive; the terms “must,” “shall,” and  
35 “will” shall be mandatory; the term “and” shall be conjunctive; and the term “or” shall be  
36 disjunctive.
- 37 C. **Severability.** The provisions of the Charter are severable. If any provision of this Charter  
38 is held invalid, the other provisions of the Charter shall not be affected thereby. If the  
39 application of the Charter or any of its provisions to any person or circumstance is held  
40 invalid, the application of the Charter and its provisions to other persons or circumstances  
41 shall not be affected thereby.

42

43 **Section 1.05. Charter Review and Amendment.**

- 44
- 45 A. **Charter Review.** The Governing Body shall be responsible for modifying the City  
46 Charter as necessary, and shall review the City Charter at least once every five (5) years.

1 To accomplish said review, the Governing Body may appoint a committee composed of  
2 an equal number of representatives from each council district, none of which shall be  
3 elected city officers, to review and make recommendations to the Governing Body, as  
4 specifically directed by the Governing Body, regarding the City Charter. The  
5 representatives from each council district shall be actual residents of the City, appointed  
6 by the Mayor, and confirmed by the Council. The Governing Body may, by majority  
7 vote, employ by contract a consultant with charter experience to work independently, or  
8 with the committee, for the purpose of reviewing and making recommendations to the  
9 Governing Body, as specifically directed by the Governing Body, regarding changes to  
10 the City Charter. Any recommended changes under this section shall be reviewed for  
11 compliance with applicable law by an attorney experienced in municipal law and drafting  
12 charter provisions

13 **B. Commission Members.** The Charter Commission shall consist of seven (7) members.  
14 One (1) member shall be appointed from each council district and shall reside in said  
15 district during the period of review. Three (3) members shall be residents of the City,  
16 appointed at large, with equal representation among the districts to the greatest extent  
17 possible. The Mayor shall appoint six (6) Commission members, including the districted  
18 representatives, subject to Council approval. The seventh (7<sup>th</sup>) member shall be  
19 recommended by the Municipal Judge for appointment by the Mayor and approval by the  
20 Council. The Commission shall select one of its members to act as chair.

21 **C. Charter Amendments.** Amendments to this Charter may be submitted to the qualified  
22 electors by the Governing Body or by petition as follows:

- 23 (1) Notice of intent to circulate a petition proposing any amendments to this Charter  
24 must be signed by five (5) qualified voters of the City and filed with the City  
25 Clerk.
- 26 (2) The proposed amendment shall be filed with the City Clerk concurrently with the  
27 filing of the Notice of Intent.
- 28 (3) The City Clerk must approve the form of any petition submitted under this section  
29 prior to obtaining any signatures on the petition. The petition must include the  
30 complete language of the amendment, the number of signatures required to submit  
31 the petition to the Governing Body, the date by which the petition forms must be  
32 submitted, and lines for voter names, signatures and registered voting addresses.  
33 Only registered voters of the City shall be counted as signatories.
- 34 (4) The number of qualified voters required to sign the petition in order to have the  
35 proposed amendment placed on the ballot shall be twenty-five (25) percent of the  
36 number of voters who voted at the regular municipal election immediately  
37 preceding the filing of the Notice of Intent.
- 38 (5) No petition or any part thereof shall be filed more than sixty (60) days after the  
39 approval of the petition by the City Clerk.
- 40 (6) If the City Clerk determines that the requisite number of signatures of qualified  
41 voters exists, the clerk shall certify and present the petition to the Governing  
42 Body. If the City Clerk determines that the requisite number of signatures of  
43 qualified voters does not exist, the clerk shall return the petition to the applicants  
44 and take no further action.
- 45 (7) Upon certification and presentation of the petition by the City Clerk, the  
46 Governing Body shall adopt an election resolution. The election shall be



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

**Meeting Date:** March 13, 2024

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

**Department:** Executive

**Item:** Discussion/Direction and Possible Action regarding appointment of a Police Chief.

As per the Municipal Charter, Section 5.06 B. The Mayor shall provide a list of not less than two (2) qualified candidates for the position of Chief of Police for the Council to review. The Council shall select a Chief of Police from the two candidates provided by the Mayor. The Governing Body shall enter into a contract with the Chief of Police which shall establish, among other matters, compensation, benefits, duties and responsibilities. The Chief of Police shall establish residence in San Miguel County within (90) days of acceptance of appointment.

**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:

 3/8/24  
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 \_\_\_\_\_