



# City of Las Vegas

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

Mayor Louie A. Trujillo

**CITY OF LAS VEGAS  
REGULAR CITY COUNCIL MEETING  
October 11, 2023–Wednesday– 5:30 p.m.  
City Chambers  
1700 North Grand Avenue  
Las Vegas, NM 87701**

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## **AGENDA**

*City Council Meetings are  
Available via YouTube*

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **EXECUTIVE SESSION**  
  
In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H)(5), Collective Bargaining Strategy, **Discussion regarding the International Association of Firefighters (IAFF) Collective Bargaining Unit agreement.**
- VIII. **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
- IX. **COUNCILORS' REPORTS**

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David Ulibarri  
Councilor Ward 1

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

David G. Romero  
Councilor Ward 4

**X. CITY MANAGER'S REPORT**

**XI. APPROVAL OF MINUTES (September 13<sup>th</sup> and September 20<sup>th</sup> , 2023)**

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

- Presentation by Lawrence Medina speaking on the Community Recovery Program.
- Presentation by Maria Gilvarry, Utilities Director reporting on Utility Department projects.

**XIII. 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 #2 to Contract #3827-21 with Souder Miller & Associates for professional engineering services as needed for the water distribution system.

*Maria Gilvarry, Utilities Director* RFP 2022-13 was awarded on 11/17/21 and Agreement #3827-21 was signed on 12/28/21. The extended term of this agreement will be for 1 year.

2. Request approval of Resolution 23-31, Fiscal Year 2025 Section 5311 Grant Application Funding Requests for Transportation.

*Lucas Marquez, Community Development Director* The City of Las Vegas Transportation Division is required to apply for section 5311 Grant funding annually. This application includes all documents required to comply under FTA and NMDOT guidelines. This application lists all expenses with calculated amounts based on previous years. The ratios of the local match are 80/20 for Administration expenses, 50/50 for operating expenses and 80/20 for Capital expenses.

3. Request approval to accept State Appropriations from the Department of Finance and Administration in the amount of \$525,000 over the next three years for Law Enforcement Recruitment to hire enforcement/support positions.

*Antonio Salazar, Police Chief* The allocated funds will be disbursed 100% up to \$300,000 the first year, 50% up to \$150,000 the second year, and 25% up to \$75,000 the third year.

4. Request approval to destroy records included on the list for the Finance Department and Museum.

*Casandra Fresquez, City Clerk* The authority is granted by the adoption of the Uniform Municipal Records Retention Schedule by the Governing Body which was adopted by Resolution No. 20-27.

#### **XIV. BUSINESS ITEMS**

1. Las Vegas/San Miguel Chamber of Commerce 2023 Quarterly Report.

*Phillip Martinez, San Miguel Chamber of Commerce President* Fiscal Year 2023-2024 quarterly report for Contract #3944-23 with the City of Las Vegas.

2. Conduct a Public Hearing and Request approval to adopt Ordinance No. 23-08 repealing and replacing Ordinance No. 21-18, Article XIII, Cannabis Zoning.

*Lucas Marquez, Community Development Director* Council approved the publication of Ordinance No. 23-08 which was published on September 22, 2023 in the Las Vegas Optic and on the City's website. This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter and 450-18 of the City Ordinances, is an exercise of the City of Las Vegas home rule powers and is in the best interests for the safety, welfare and public health of the City's residents and visitors.

3. Request approval of an encroachment agreement between Diana Padilla owner of 305 Rincon Street, Las Vegas, NM and the City of Las Vegas.

*Lucas Marquez, Community Development Director* As per a property survey an "Improvement Location" is located on the north side of her property which belongs to the City; this area serves as a driveway and would be the sole responsibility of the home owner to keep clean and safe. Failure to do so would terminate the agreement after written notice by the City.

4. Discussion/Direction of legislative priorities for the 2024 Legislative Session.

*Robert Archuleta, Grants Consultant* The Governing Body will discuss legislative priorities and provide direction for submission of capital outlay requests for the 2024 Legislative Session based on submission deadline of January 12, 2023.

5. Request approval to award RFP #2024-08 Agua Pura Las Vegas Public Engagement Campaign to Carroll Strategies and enter into contract.

*Maria Gilvarry, Utilities Director* RFP 2024-08 was advertised in the Las Vegas Optic, Albuquerque Journal and City website. Carroll Strategies was the sole proposer.

6. Request approval to award RFP 2024-05 Water and Sludge Transfer and Temporary Storage to Hay's plumbing & Heating.

*Maria Gilvarry, Utilities Director* RFP 2024-05 was advertised in the Las Vegas Optic, Albuquerque Journal and City website. Hay's Plumbing was the sole proposer.

7. Request approval to award RFP 2024-01 for On-Call Sediment Removal Services to North Eastern Construction and GM Emulsion LLC and enter into contract.

*Maria Gilvarry, Utilities Director* RFP 2024-01 was advertised in the Las Vegas Optic, Albuquerque Journal and City website. There were 5 proposers; North Eastern Construction, GM Emulsion LLC, Hays Plumbing & Heating Inc., Magnum Welding and Boy Blue Construction.

8. Request to award RFB 2024-07 Senior Center Parking Lot Project to Pacheco Construction in the amount of \$1,127,204 to include NMGRT.

*Wanda Salazar, Community Services Director* RFB 2024-07 was advertised in the Albuquerque Journal, Las Vegas Optic and City's website. There were 3 bidders; HO Construction Inc., GM Emulsion LLC and Pacheco Construction.

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

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

10. Discussion and Approval to fund \$10,000 for spay and neuter clinics.

*Councilor David Romero* The City and County propose to jointly fund the spay and neuter clinics to address the over population of dogs in the community.

## **XV . ADJOURN**

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

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

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



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

**Meeting Date:** October 11, 2023

**Date Submitted:** 09/28/23

**Department:** Human Resource

**Item/Topic:** In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H)(5), Collective Bargaining Strategy, **Discussion regarding the International Association of Firefighters (IAFF) Collective Bargaining Unit agreement.**

**Fiscal Impact:** N/A

**Attachments:** None

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

Approved For Submittal By:

Reviewed By:

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

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

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

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

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

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

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, SEPTEMBER 13, 2023 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.**

**MAYOR:** Louie A. Trujillo

**COUNCILORS:** David G. Romero  
Barbara Casey  
Michael L. Montoya  
David Ulibarri

**ALSO PRESENT:** Leo Maestas, City Manager  
Casandra Fresquez, City Clerk  
Antonio Salazar, Sergeant at Arms  
Randall Van Vleck, Legal Counsel

**CALL TO ORDER**

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Mayor Trujillo asked to take a moment to recognize the passing of Congressman and former Governor Bill Richardson and also to keep the Arellanes family in our thoughts who recently lost their son. Mayor Trujillo recognized and thanked all those who work for the City, including the Police and Fire departments.

**APPROVAL OF AGENDA**

City Clerk Fresquez advised she had a recommendation for the approval of the agenda. City Clerk Fresquez advised City Manager Maestas recommended moving Business Item 11 after Public Input due to the City's Water Attorney being unavailable after 6 pm.

Mayor Trujillo advised due to the length of the agenda if Council could forgo their Councilors' Reports until the next Council meeting due to the length of the agenda.

Councilor Montoya made a motion to approve the agenda as amended. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

**PUBLIC INPUT**

City Clerk Fresquez advised those who signed up for Public Input would be speaking during the Public Hearing Business Items.

**BUSINESS ITEMS**

- 11. Consideration to approve an Amendment to the Emergency Water Lease Contract for Bulk Purchase of water from Michael Quintana.

City Manager Leo Maestas advised Attorney Pete Domenici and Mr. Quintana's Attorney discussed changing the terms of the previous agreement that was approved by Council.

Attorney Pete Domenici discussed the proposed amendment that would allow half of the water to be used in calendar year 2025 and half of the payment for this year be pushed to 2025. Mr. Domenici advised it would benefit the City, and it was prepared by Mr. Quintana's Attorney. Mr. Domenici advised he made two changes,



the first one was to make it clear that they could use the water throughout the calendar year of 2025 and he wanted a signature line on the amendment for Storrie Project to make sure they understood as part of the 2025 arrangement, the City would be storing and diverting the water as needed during that calendar year. Mr. Domenici advised it would provide a better value to the City, more flexibility over a longer period of time and a sufficient cushion for this year and 2025.

Councilor Montoya asked if there was Public Input for this item.

City Clerk Fresquez advised there was no public input.

Councilor Montoya advised that the original contract required a resolution by the Storrie Project shareholders. Councilor Montoya asked where they were at with that resolution.

Mr. Domenici advised he's been tracking it and suggested the approval of the amendment be subject to the City's receipt of the resolution. Mr. Domenici advised it was his understanding that it's been difficult to get a final signature because people have been unavailable. Mr. Domenici advised he's been told the final signature would be in their hands by tomorrow making it the fourth and final signature from board members.

Councilor Montoya asked if it was legal to approve an amendment before the resolution is in place.

Mr. Domenici advised yes, provided its subject to and does not take effect until they have that resolution.

Councilor Montoya asked why Mr. Domenici's signature and the City Manager's signature were not on the amendment.

Mr. Domenici advised he was not the one who drafted the amendment. Mr. Domenici advised that the amendment was binding as long as it had the signature of the City, Michael Quintana's signature and Storrie Project signatures.

Councilor Montoya asked if this was City Manager Maestas' recommendation.

City Manager Maestas advised he believed it would give the City more flexibility in the event that they possibly need the water.

Councilor Montoya asked how many acre feet of water has been used in the last year through the filtration system and when that filtration system will be gone.

City Manager Maestas advised as of last year they filtered 24 million gallons which is equal to about 74-75 acre feet of water that was filtered through the pretreatment system at Storrie Lake. City Manager Maestas advised there was an extension to the contract with BWR and it would expire in November.

Councilor Montoya asked if they have used any of the water that was purchased through the contract from Mr. Quintana.

City Manager Maestas advised no.

Councilor Montoya asked if they have until December to use the water.

City Manager Maestas advised yes, it's per calendar year.

Councilor Casey made a motion to approve the amendment to the Emergency Water Lease Contract for Bulk Purchase of water from Michael Quintana, with the stipulation that the resolution is received. Councilor Romero seconded the motion.

Councilor Montoya advised he likes to be transparent with the public and stated he felt this was not beneficial to the City of Las Vegas and its citizens. Councilor Montoya advised he felt that money could be better utilized and there are complications that could come with this contract. Councilor Montoya discussed wanting a long term lease and one million dollars being hard to find. Councilor Montoya advised he still felt like this was not an emergency. Councilor Montoya asked about the current water storage.

Utilities Director Gilvarry advised they were at approximately 77% full.

Councilor Montoya advised they have used about 200 acre feet of the 800 acre feet from Storrie Lake. Councilor Montoya advised he didn't think they would use

any of this water. Councilor Montoya discussed other options regarding using another access point for water through the canal at Storrie Lake. Councilor Montoya discussed other Storrie Lake shareholders being left out and they are still willing to negotiate and offer the City part of their share. Councilor Montoya advised it's not a sole source or an emergency.

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

David Ulibarri	Yes	Barbara Casey	Yes
Michael L. Montoya	No	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

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

Mayor Trujillo read a Proclamation for "National Recovery Month" and introduced Patricia Gallegos with the Rio Grande Adult Treatment Program.

Ms. Gallegos invited the community to attend their Community Garden on September 23rd from 11 am - 3 pm at the corner of Railroad and Douglas Avenue.

### **CITY MANAGER'S REPORT**

City Manager Maestas discussed the following;

- Welcomed new staff to the City of Las Vegas
- Capital Outlay Appropriations
  - SB-192 Sports Equipment
  - HR System upgrade
  - IT System upgrade
  - Peterson Dam Rehab
  - PD Communication improvements
  - PD vehicle replacement
  - Rodriguez Park renovations
  - PW maintenance equipment
  - Grant Street retention wall
  - Senior Center equipment

- City Hall/Rec Center LED conversion
- Project updates
  - Airport LED lighting and signage project
  - Apron Taxiway & Taxilane pavement (next phase)
  - Legion Drive road project
  - 99% complete PNM LED street light conversion
- Hosted the 2023 IRF Racquetball Championship
  - Turf patio added

Mayor Trujillo asked what the savings would be from the LED project.

City Manager Maestas advised there were 900 PNM poles with the cost of about \$240,000 in a year. City Manager Maestas advised that the City owns about 328 street lights and 162 of those have been replaced. City Manager Maestas advised they continue to set aside monies to budget for another 60 lights to continue converting all city owned street lights.

**APPROVAL OF MINUTES**

Councilor Casey made a motion to approve the minutes from August 9, August 16 and August 25, 2023, with a few corrections. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

**BUSINESS ITEMS**

Councilor Romero made a motion to enter into a Public Hearing for Business Items 1-3. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David G. Romero	Yes
Barbara Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

City Clerk Fresquez swore in those who wanted to speak during Business Items 1-3.

1. Request approval to adopt Ordinance No. 23-09 amending the Official Zoning Map from an R-2 (Multi Family Residential Zone) to a C-1 (Neighborhood Commercial Zone) for the property located at 2522 Hot Springs Blvd.

Community Development Director Lucas Marquez advised that James and Andrea Encinias recently purchased the property and wanted to rezone it back to its original state of a commercial zone for self storage sheds.

Mayor Trujillo asked if it went through Planning and Zoning and if there was any opposition.

Community Development Director Lucas Marquez advised yes and they had one comment regarding suggestions. Community Development Director Lucas Marquez advised that Planning and Zoning did recommend approval.

2. Request approval to adopt Ordinance No. 23-10 amending the Official Zoning Map from an O-1 (Office Zone) to an R-1 (Single Family Residential Zone) for the property located at 1630 7th Street.

Community Development Director Lucas Marquez advised the property did go through Planning And Zoning with no opposition and was recommended for approval.

3. Request approval to adopt Ordinance No. 23-11 amending the Official Zoning Map from an R-A (Residential Agricultural Zone) to an C-3 (General Commercial Zone) for the property located at 179 HWY 250.

Community Development Director Lucas Marquez advised the property did go through Planning And Zoning with no opposition and was recommended for approval.

Councilor Romero made a motion to exit the Public Hearing and reconvene into regular session. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
David Ulibarri	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

1. Request approval to adopt Ordinance No. 23-09 amending the Official Zoning Map from an R-2 (Multi Family Residential Zone) to a C-1 (Neighborhood Commercial Zone) for the property located at 2522 Hot Springs Blvd.

Councilor Romero made a motion to approve the adoption of Ordinance No. 23-09 amending the Official Zoning Map from an R-2 (Multi Family Residential Zone) to a C-1 (Neighborhood Commercial Zone) for the property located at 2522 Hot Springs Blvd. Councilor Casey seconded the motion.

Ordinance 23-09 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk’s Office.*

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

Michael L. Montoya	Yes	David G. Romero	Yes
Barbara Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

2. Request approval to adopt Ordinance No. 23-10 amending the Official Zoning Map from an O-1 (Office Zone) to an R-1 (Single Family Residential Zone) for the property located at 1630 7th Street.

Councilor Romero made a motion to approve the adoption of Ordinance No. 23-10 amending the Official Zoning Map from an O-1 (Office Zone) to an R-1

(Single Family Residential Zone) for the property located at 1630 7th Street. Councilor Ulibarri seconded the motion.

Ordinance 23-10 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

Barbara Casey	Yes	David Ulibarri	Yes
Michael L. Montoya	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

3. Request approval to adopt Ordinance No. 23-11 amending the Official Zoning Map from an R-A (Residential Agricultural Zone) to an C-3 (General Commercial Zone) for the property located at 179 HWY 250.

Councilor Romero made a motion to approve the adoption of Ordinance No. 23-11 amending the Official Zoning Map from an R-A (Residential Agricultural Zone) to an C-3 (General Commercial Zone) for the property located at 179 HWY 250. Councilor Casey seconded the motion.

Ordinance 23-11 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

David Ulibarri	Yes	David G. Romero	Yes
Barbara Casey	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

4. Request approval to Publish Ordinance 23-08, repealing and replacing Ordinance No. 21-18, Article XIII, cannabis Zoning.

Councilor Romero made a motion to approve the Publish of Ordinance 23-08, repealing and replacing Ordinance No. 21-18, Article XIII, cannabis Zoning.

Mayor Trujillo asked about removing the 500 foot distance between one cannabis business from another cannabis business.

Legal Counsel Randall Van Vleck advised he was directed to draft an ordinance that imposed those types of distance restrictions and if they choose to adopt something different they should do so. Legal Counsel Randall Van Vleck advised there were other things he added such as penalties that were more specific to the ordinance.

Mayor Trujillo advised he didn't think the State has regulations regarding the distance between one business to the other. Mayor Trujillo advised he would like to see the 500 foot distance requirement taken off the ordinance.

Legal Counsel Randall Van Vleck advised when the State adopted the cannabis regulation ordinance, which was inconsistent and cryptic at times, gave municipalities the right to impose reasonable time, place and manner restrictions on the operation of cannabis businesses. Legal Counsel Randall Van Vleck advised it would support such restrictions if they choose to have them or not having those restrictions should they choose not to have them.

Councilor Montoya advised it was his understanding that there is state law that prohibits businesses within 500 feet of each other.

Legal Counsel Randall Van Vleck advised there was only a 500 feet separation requirement from churches and daycare centers in the Cannabis Regulation Act.

Councilor Montoya stated not from business to business.

Legal Counsel Randall Van Vleck advised that was correct and advised he would have to make sure that the required foot separation from churches and daycare centers was 300 feet instead of 500 feet.

Councilor Montoya asked Police Chief Salazar what his opinion was.



Police Chief Salazar advised that they couldn't go any stricter than State Statute and the feet requirement is for only churches, schools and riverways at 300 feet.

Councilor Montoya asked what the intentions were for the ordinance.

Mayor Trujillo discussed cannabis businesses selling to the general public whereas a certain business would be selling to vendors not to the general public.

Discussion took place regarding business to business separations.

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

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

Councilor Romero advised he was a third distant cousin to Mr. Eugene Romero and there is no financial interest on his part.

Mayor Trujillo acknowledged Mr. Eugene Romero and advised they had served together on City Council 20 years ago.

5. Request approval to use Lodgers Tax Funds to be a Sponsor of the 2023 Albuquerque International Balloon Fiesta (AIBF). The funds will be used to cover expenses required to be a Sponsor of the 2023 AIBF.

Councilor Romero made a motion to approve the use of Lodgers Tax Funds to be a Sponsor of the 2023 Albuquerque International Balloon Fiesta (AIBF). Councilor Montoya seconded the motion.

Discussion took place regarding the funds being paid through Community Development so they wouldn't lose their spot since they didn't have a quorum for the Special City Council meeting that was called on August 25th and being able to

recoup that money through Lodgers Tax. There was also discussion regarding advertisements for the Balloon Fiesta.

Mayor Trujillo advised there was a motion and a second. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

Councilor Romero advised he did help out last year and would like to be involved again this year but doesn't want to feel like he is overstepping.

Mayor Trujillo advised they would need his help.

6. Request approval to award RFP 2024-02 and enter into contract for Professional Engineering Services for the Public Works Department with Miller Engineering Consultants, Molzen Corbin and Stantec Consulting Service.

Councilor Romero made a motion to approve RFP 2024-02 and enter into contract for Professional Engineering Services for the Public Works Department with Miller Engineering Consultants, Molzen Corbin and Stantec Consulting Service. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David G. Romero	Yes
David Ulibarri	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

7. Request approval to award RFP 2024-04 and enter into contract for Professional Engineering Services for the Public Works Department Municipal Airport to include, Grants Consulting, Planning, Design and Construction Management to Molzen Corbin.

Councilor Romero made a motion to approve RFP 2024-04 and enter into contract for Professional Engineering Services for the Public Works Department Municipal Airport to include, Grants Consulting, Planning, Design and Construction Management to Molzen Corbin. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David Ulibarri	Yes
Michael L. Montoya	Yes	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

- 8. Request approval to award American Road Maintenance dba American Airport Maintenance for the Apron, Taxiway and Taxilane Pavement Seal and Markings in the amount of \$398,219.07 to include GRT.

Councilor Romero made a motion to approve American Road Maintenance dba American Airport Maintenance for the Apron, Taxiway and Taxilane Pavement Seal and Markings in the amount of \$398,219.07 to include GRT. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
David G. Romero	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

- 9. Request approval of Resolution No. 23-27 and Contract with the New Mexico Department of Transportation accepting funds awarded through Capital Outlay (control no. C4233348) in the amount of \$50,000.00.

Councilor Romero made a motion to approve Resolution No. 23-27 and Contract with the New Mexico Department of Transportation accepting funds awarded through Capital Outlay (control no. C4233348) in the amount of \$50,000.00. Councilor Casey seconded the motion.

Resolution 23-27 was presented as follows:

**RESOLUTION 23-27  
CITY OF LAS VEGAS**

**PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED BY THE NEW MEXICO  
DEPARTMENT OF TRANSPORTATION**

Whereas, City of Las Vegas and the New Mexico Department of Transportation will enter into a Cooperative Agreement.

Whereas, the total cost of the project will be \$50,000.00 to be funded by the parties hereto as follows:

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

City of Las Vegas shall pay all costs which exceed the total amount of \$50,000.00

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

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

The agreement terminates on June 30, 2027 and the City of Las Vegas incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the City of Las Vegas to enter into this Cooperative Agreement Control number C4233348 with the New Mexico Department of Transportation for Capital Outlay to plan, design and construct a storm water retention wall on Grant Street within the control of the City of Las Vegas in Las Vegas/ San Miguel County New Mexico.

\_\_\_\_\_  
Louie A. Trujillo, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

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

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

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

Michael L. Montoya	Yes	David Ulibarri	Yes
Barbara Casey	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

10. Request approval of Resolution No. 23-28, the 2025-2029 Infrastructure Capital Improvement Plan (ICIP) for the City of Las Vegas Senior Center.

Community Services Director Wanda Salazar discussed the ICIP for the Senior Center programs for all three sites, Las Vegas, Pecos and San Miguel. Community Services Director Salazar discussed some changes such as, computer technology for the Las Vegas site, Senior Center improvements, updating the entryway, the restrooms and the pool room for 2026. Community Services Director Salazar discussed the current projects and the funding for an HVAC system.

Councilor Romero asked where the list of ICIP projects are funded from.

Community Services Director Salazar advised they were funded through Capital Outlay which is approved through the legislature through Aging and Long Term Services.

Councilor Romero made a motion to approve Resolution No. 23-28, the 2025-2029 Infrastructure Capital Improvement Plan (ICIP) for the City of Las Vegas Senior Center. Councilor Ulibarri seconded the motion.

Councilor Montoya asked about the ICIP including San Miguel and Pecos Senior Centers.

Community Services Director Salazar advised the ICIP covers all three Senior Center programs.

Councilor Montoya asked if it needed to go before the Governing body's of San Miguel and Pecos.

Community Services Director Salazar advised no, because the City is the fiscal agent.

Mayor Trujillo advised there was a motion and a second.

Resolution 23-28 was presented as follows:

**STATE OF NEW MEXICO  
CITY OF LAS VEGAS  
RESOLUTION NO. 23-28**

**A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)  
FOR THE CITY OF LAS VEGAS SENIOR CENTER PROGRAMS**

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Las Vegas Governing Body that:

1. The City of Las Vegas has adopted the attached FY 2025-2029 Infrastructure Capital Improvement Plan for the City of Las Vegas Senior Center Programs, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico’s infrastructure.

**PASSED, APPROVED AND ADOPTED** by the Governing Body, this \_\_\_\_\_ day of September 2023.

Signed:

ATTEST:

\_\_\_\_\_  
Mayor Louie Trujillo

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

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

Michael L. Montoya	Yes	Barbara Casey	Yes
David Ulibarri	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

**EXECUTIVE SESSION**

There was no need for executive session.

**ADJOURN**

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

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 6:20 pm.

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Mayor Louie A. Trujillo

ATTEST:

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Cassandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, SEPTEMBER 20, 2023 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.**

**MAYOR:** Louie A. Trujillo

**COUNCILORS:** David G. Romero  
Barbara Casey  
Michael L. Montoya  
David Ulibarri

**ALSO PRESENT:** Leo Maestas, City Manager  
Casandra Fresquez, City Clerk  
Antonio Salazar, Sergeant at Arms

**CALL TO ORDER**

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

Mayor Trujillo asked Mia Marquez, Reina de Las Vegas and her court to help lead the Pledge of Allegiance.

**MOMENT OF SILENCE**

Mayor Trujillo asked for a moment to thank all City employees for all they do, for the staff in the Water department for working overtime during the recent scare at the Water Treatment Plant and also thanked City Manager Maestas and Utilities



Director Gilvarry. Mayor Trujillo asked for a moment of silence for Arthur Bustos who was a prominent attorney.

**APPROVAL OF AGENDA**

Councilor Casey made a motion to approve the agenda as presented. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David Ulibarri	Yes
David G. Romero	Yes	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

**PUBLIC INPUT**

Paul Salas discussed the Veteran Community, their needs and their contributions to the local economy. Mr. Salas advised they wanted one day during the Fourth of July solely to honor Veterans who have always been an integral part of the country.

Genovevo Gonzales discussed how Veterans feel like they've been forgotten and the need for assistance and support.

Mayor Trujillo thanked them for their service.

Councilor Montoya asked if it would be proper, since they haven't moved on from Public Input, to ask the maker of the motion and second for the Approval of the Agenda to move Business Item 7 before Mayor's Appointments/Reports and Recognitions/Proclamations. Councilor Montoya advised it was his understanding that they could go back to the previous item.

City Clerk Fresquez advised she had never seen that done in the past and it would be up to Mayor Trujillo to allow that.

Mayor Trujillo advised he would allow it as long as the makers of the motion agreed to change the agenda.

Councilor Casey advised she would like to do that but didn't think it was appropriate because it would be breaking protocol, decorum and the rules of order they are bound to. Councilor Casey advised if they could find something in Robert's Rules of Order saying they could do that then she would.

Councilor Montoya advised he believed there was something stating they could do that as long as they do not move on from the previous item. Councilor Montoya advised it was out of respect for the Veterans so they wouldn't have to wait all night and he would have preferred them to be Business Item 1.

Councilor Romero advised he found a loophole. Councilor Romero made a motion to table all roman numeral items 7-12 except for Business Item 7. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

**BUSINESS ITEMS**

- 7. Discuss and Consider dedicating July 4<sup>th</sup> to the Veterans of Las Vegas at the Fiestas every year.

Mayor Trujillo discussed proposing the Fourth of July Fiestas be dedicated to the Veterans in the community and the City helping to organize the entire day for them.

Councilor Montoya thanked the Veterans for being there and for letting the Mayor and Council know about their concerns. Councilor Montoya discussed how they dedicated the Miguel Encinias Armory building to serve all Veterans in the northern region of the state 18 years ago, Veterans Park on Mills was also dedicated to Veterans and the Salute to the Troops event honors Veterans. Councilor Montoya advised that he's honored everyday for the sacrifices Veterans

made. Councilor Montoya stated that they need to meet with Congresswoman Teresa Ledger to receive more help for Veterans and the Miguel Encinias building.

Councilor Montoya advised that he was in favor of dedicating a day during the Fourth of July to the Veterans. Councilor Montoya recommended that they select a Veteran as the Grand Marshal during the Fourth of July parades and that the Veterans have input with the Fiesta Committee on organizing that day for them. Councilor Montoya also recommended that they dedicate other days during the Fourth of July Fiestas to other causes, other people or other organizations.

Councilor Montoya made a motion to approve dedicating the first day during the Fourth of July to the Veterans of Las Vegas at the Fiestas every year. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Romero	Yes	David Ulibarri	Yes
Michael L. Montoya	Yes	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to remove all roman numeral items 7-12 from the table. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

Councilor Montoya advised that Mr. Gary Ludi was in the audience and asked if he would like to speak on behalf of the Veterans.

Mr. Ludi discussed Veterans being unique people who perform their duties and responsibilities to their fallen Veterans. Mr. Ludi advised that they try to promote

Americanism and Patriotism through the community. Mr. Ludi thanked Mayor and Council for allowing them to have a day during the Fourth of July.

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

Mayor Trujillo introduced Mia Marquez, 2023 Reina de Las Vegas and her court.

Princesa de Las Vegas Jacqueline Romero gave a brief introduction about herself.

Reina de Las Vegas Mia Marquez gave a brief introduction about herself.

Mayor Trujillo thanked Reina de Las Vegas Mia Marquez and Princesa de Las Vegas Jacqueline Romero for attending all the activities and events.

Councilor Montoya congratulated both Reina de Las Vegas Mia Marquez and Princesa de Las Vegas Jacqueline Romero and also mentioned the different events he's seen them at. Councilor Montoya mentioned how memorable the Fiesta pageant was and thanked them for all they do.

Councilor Ulibarri mentioned that Reina de Las Vegas Mia Marquez was his niece and people comment about her always smiling and that she is a good person.

Ane Romero thanked Charles Griego and Candace Maestas for their support with the Fiesta pageant. Ms. Romero advised it was an honor working with Jackie and Mia who are remarkable young women and they are symbols of the community, the strength, the beauty and the resilience of who we are. Ms. Romero thanked the families of Jackie and Mia for their support. Ms. Romero thanked Mayor and Council for their continued support and advised that they are awaiting new crowns, and advised that she made the Reina and Princesa sashes, and Candace and herself gifted both Mia and Jackie with beautiful dresses.

Councilor Romero thanked Ane Romero and Candace Maestas and congratulated Jackie and Mia. Councilor Romero discussed financially supporting the Fiesta Court by getting a committee together to help fundraise the way Rosita Ellis did. Councilor Romero asked about financial support for Mia and Jackie to attend the Albuquerque Balloon Fiesta.

Councilor Casey expressed how proud she was of them and the fantastic job they've done in representing Las Vegas.

Councilor Montoya advised they need to put more emphasis into the Fiestas and accommodate funding for the Fiesta Court.

Mayor Trujillo asked that Charles Griego, City Manager Maestas and Interim Finance Director Dominic Chavez look into a line item that could be dedicated for Reina activities, crowns, sashes, dresses and transportation.

### **COUNCILORS' REPORTS**

Mayor Trujillo commended Councilor Romero for the huge Car Show event that took place at the Plaza Park.

Councilor Romero thanked Charles Griego and Angie Lyster who did the planning.

Councilor Casey congratulated Angie Lyster and Charles Griego for all their work on the event. Councilor Casey thanked John Ludi, Anthony Baca and Councilor Romero for working hard to promote the event. Councilor Casey advised that people were excited for the event and she hopes they continue to do it in the future.

Councilor Casey thanked Beatriz Gallegos, her staff and volunteers at the Animal Care Center for a successful Community Forum. Councilor Casey advised there were 51 people in attendance who spoke about concerns, ideas and possible solutions. Councilor Casey advised that DA Tom Clayton, County Commissioner Harold Garcia, Councilor Romero and herself were also in attendance. Councilor Casey discussed major concerns regarding the need to pay for the necessary license required by the state of Colorado to accept some of our animals to be fostered or rehomed.

Councilor Casey advised the new tough shed needed to be wired, windows needed to be installed, etc so they could move animals in there. Councilor Casey advised there was a need for more kennels and people expressed a willingness to help. Councilor Casey mentioned an incident at the Recreation Center over the weekend and advised that part-time employees and new employees at the Recreation Center need better training.

Councilor Casey advised she spoke to Bill Hendrickson with the Realtor Association regarding the property on the corner of Lee and 7th Street that was donated to the City by the Litherland family and mentioned to him that Council was considering that property be used as a Food Truck Park with tables. Councilor Casey advised that Mr. Hendrickson discussed restaurants having a disadvantage that don't have an outdoor eating area. Councilor Casey advised that Mr. Hendrickson would be meeting with the Realtor Association to discuss that issue and he would get back to them. Councilor Casey asked City Manager Maestas to provide them with an update regarding the Cabin Site Tank.

City Manager Maestas advised that they received all the tests back and they were all within their normal parameters. City Manager Maestas advised that they did acclimate the tank back into the system and everything was within normal operating procedures.

Councilor Casey asked if an investigation was done to see who may have been responsible for sabotaging the tank.

City Manager Maestas advised that they did have the Police Department investigate and they took some evidence from the property.

Councilor Casey asked if there were other Police entities involved.

Police Chief Salazar advised that the FBI was involved since day one and the FBI will be aware of any information they get.

Councilor Casey advised that was good because it's an issue of domestic terrorism.

Mayor Trujillo advised they did a Root Cause analysis with staff to see what steps were missed, what they could do to improve and how they could avoid it.

Councilor Casey asked if they would be getting a copy of that analysis.

Mayor Trujillo advised that Root Cause analyses are usually confidential but he would share some talking points.

Councilor Casey advised that she just wanted to see what is being done to improve the situation from happening again.

Councilor Montoya discussed attending the Annual New Mexico Municipal League Conference in Farmington NM along with Councilor Romero, City Manager Maestas and five Directors. Councilor Montoya advised that they learned a lot from the training and they discussed emergencies that have happened in other cities. Councilor Montoya advised that they had an area with a canopy and tables where vendors were allowed to sell food and felt like we should have that here on Lee and 7th Street. Councilor Montoya advised that the Legion Drive project was moving along well and hopefully it will be done by December.

Councilor Romero thanked the Mayor and Council for acknowledging that the Car Show was a success and advised it was a community effort. Councilor Romero stated that so many individuals and businesses donated items. Councilor Romero discussed bringing miniature remote controlled Hot Air Balloons to Las Vegas and advised that Charles Griego would update them on that.

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

Police Chief Salazar gave a detailed presentation regarding the statistics for the Month of August on the following:

- Field Operations Division (patrol) calls
- Information Division/Records
- Street Crimes/Investigations/Narcotics/Evidence
- Animal Care Center updates
  - Cat Shed (70% complete)
  - Canine Adoptions (7)
  - Canine Transfers
    - Puppies (40)
    - Feline (2)
  - Ordered 35 kennels
- Events
  - Family Funday
  - Homecoming parades
  - Hiring event
- Department vacancies (28)

Councilor Montoya asked about the status of the trailer parked at the 200 block of Union.

Police Chief Salazar advised that he believed the red tag expired and he would have to follow up on it.

## **FINANCE REPORT**

Mayor Trujillo thanked Interim Finance Director Dominic Chavez for stepping up.

Interim Finance Director Dominic Chavez reported on the month of August, the General fund resulted in a surplus of (\$492,827), the Enterprise fund resulted in a surplus of (\$448,486), the Recreation department resulted in a deficit of (\$13,468), Lodger's Tax resulted in a deficit of (\$26,543) and Cannabis resulted in a surplus of (\$19,948).

Mayor Trujillo asked what would cause a deficit in Lodger's Tax.

Interim Finance Director Chavez advised they had not done their payroll accruals or accounts payable accruals. Interim Finance Director Chavez advised 100% of the last payroll would go back to the prior year. Interim Finance Director Chavez advised that would remove the deficit for both the Recreation Center and Lodgers Tax.

Mayor Trujillo asked if there was anything they needed to be made aware of.

Interim Finance Director Chavez advised no, he was only going to mention the payroll accruals and accounts payable accruals going through in September.

Mayor Trujillo asked if that was normal.

Interim Finance Director Chavez advised yes.

Councilor Montoya asked where they were regarding a list of projects that could be used with Lodgers Tax monies.

City Manager Maestas advised that \$260,000 from the Lodgers Tax budget was used towards Sunny505 for Marketing, \$28,000 was approved for the Balloon Fiesta but they could look into what's left to be used towards infrastructure or advertising events.



Councilor Montoya advised that they need to use that money.

Mayor Trujillo asked for it to be put on the agenda for the first meeting in October to generate ideas as to how they will spend that money. Mayor Trujillo advised they had a recommendation about spending some of the reserves in the budget.

Interim Finance Director Chavez advised they had budgeted \$425,000 in expense over what they expect to receive in revenues.

Discussion took place regarding the Visitors Guide being part of the contract with Sunny505.

### **PRESENTATIONS**

Fire Chief Spann and E. Romero Museum Clerk John Albertson provided an update on the operations, performance and future goals of the E. Romero Fire and Acequia Museum.

Mayor Trujillo thanked Mr. Albertson for all he's done.

Councilor Romero discussed how the E. Romero Fire and Acequia Museum is a destination place for Las Vegas. Councilor Romero discussed the need to support E. Romero Fire and Acequia Museum and the need for a POS system to sell merchandise.

Mayor Trujillo suggested creating a Museum Board that could present ideas and agenda items to the Mayor and Council.

Councilor Montoya discussed his visit to the Fire Museum in San Antonio Texas, where they had four fire trucks, the history of firefighters and a room for kids to play. Councilor Montoya advised that the E. Romero Fire and Acequia Museum should have plastic fire hats, plastic badges, coloring books and safety books to give to those who go into the museum and advised they could utilize the money that Council gave to the Fire department last year for educational items.

Fire Chief Spann advised they were waiting on IT for their guidance on a POS system.

City Manager Maestas advised he would meet with Fire Chief Spann and Mr. Albertson to go over some of the obstacles they are having at the E. Romero Fire and Acequia Museum and figure out solutions.

## **BUSINESS ITEMS**

1. Consideration of the American Federation of State, County and Municipal Employees (AFSCME) Local 2851 Agreement.

HR Director Darlene Arguello advised they completed negotiations for this year, they had five articles they negotiated. HR Director Arguello discussed the following articles; article 16 Safety Aids-adding safety footwear and budgeting \$250.00 annually for safety boots for AFSCME Union members, and article 36 Increment/Longevity pay-currently at \$0.19 would increase to \$0.22.

Councilor Romero made a motion to approve the American Federation of State, County and Municipal Employees (AFSCME) Local 2851 Agreement. Councilor Ulibarri seconded the motion.

Councilor Montoya discussed wanting employee entry level rate to be at \$16 an hour. Councilor Montoya voiced his concerns regarding employees at \$12 or \$14 an hour who have a CDL. Councilor Montoya advised if they want to recruit people who are good and want to work for the City of Las Vegas then they need to be paid well also. Councilor Montoya advised that he asked for \$16 an hour for employees and asked why they couldn't go back to discuss that and bring the agreement back.

HR Director Arguello advised it had already been ratified.

Mayor Trujillo reminded Council that this item pertains to collective bargaining and should not be discussed during an open meeting and should be discussed in executive session.

City Clerk Fresquez advised there was a motion and a second.

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

Barbara Casey	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

AFSCME Representative Chris Armijo discussed the many years since being able to go over \$1 and thanked the Mayor and Council for approving their AFSCME agreement.

2. Request approval of a salary increase of \$1.10 to the regular hourly rate of pay to all non-bargaining unit who have successfully completed a 6-month probationary period, to include part-time employees with at least one year of continuous employment with the City of Las Vegas and a \$0.22 increase to their regular hourly rate of pay at their anniversary/annual date of hire.

Councilor Montoya advised that he appreciated all the work HR Director Arguello and City Manager Maestas do. Councilor Montoya advised that the problems they are having is the lack of staff in City departments. Councilor Montoya voiced his concerns regarding staff leaving and not wanting to work for \$12 an hour. Councilor Montoya discussed how he asked for anyone starting at the City of Las Vegas to start at \$16 an hour and the following year they could worry about the ones that need to be moved up.

Councilor Romero advised that they need to focus on getting a pay plan in place as soon as possible.

Councilor Romero made a motion to approve a salary increase of \$1.10 to the regular hourly rate of pay to all non-bargaining unit who have successfully completed a 6-month probationary period, to include part-time employees with at least one year of continuous employment with the City of Las Vegas and a \$0.22

increase to their regular hourly rate of pay at their anniversary/annual date of hire. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

HR Director Arguello advised that they did implement the \$14 an hour minimum wage and advised that she knows that's not what they asked for and is still not a livable wage for some people. HR Director Arguello advised they are moving towards that step and for a lot of employees that was a \$2 increase. HR Director Arguello advised that they are working on the pay plan and it will be taken to Mayor and Council.

Mayor Trujillo advised there was a motion and a second. Mayor Trujillo asked for roll call.

Councilor Montoya asked when the pay plan would be ready.

HR Director Arguello advised that she needed to go out for quotes for a salary study.

Councilor Montoya asked how much they paid last time for a salary study.

HR Director Arguello advised they paid about seven or eight thousand dollars.

Mayor Trujillo advised there was a motion and a second. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David Ulibarri	Yes
David G. Romero	Yes	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

Mayor Trujillo thanked HR Director Arguello for her hard work and dedication.

3. Request approval of Resolution No. 23-24, a budget adjustment in the 2023-24 fiscal year budget.

Councilor Romero made a motion to approve resolution No. 23-24, a budget adjustment in the 2023-24 fiscal year budget. Councilor Montoya seconded the motion.

Resolution 23-24 was presented as follows:

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 23-24**

**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 an expense increase to Fund 101-4800 Police Department in the amount of \$111,231, an expense increase to Fund 101-5000 Fire in the amount of \$74,575, to Fund 101-5400 General Services in the amount of \$283,093, an expense increase to Fund 203 State Fire Grant in the amount of \$89,109, an expense increase to Fund 216 Streets in the amount of \$21,304, a revenue increase to Fund 217 State Legislative Appropriations – Rodriguez Park improvements in the amount of \$845,824, and an expense increase to Fund 217 State Legislative Appropriations – Rodriguez Park improvements in the amount of \$826,900, a revenue increase to Fund 282 Senior Center in the amount of \$71,042, and an expense increase to Fund 282 Senior Center in the amount of \$63,218, a rev/exp increase to Fund 433 Rehab Taxiway in the amount of \$100,724, and an expense increase to Fund 610 Waste Water in the amount of \$111,928, and expense increase to Fund 640 Water in the amount of \$767,371.

**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 September 2023.

\_\_\_\_\_  
Mayor Louie A. Trujillo

ATTEST:

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

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

David Ulibarri	Yes	Barbara Casey	Yes
David G. Romero	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

- 4. Request approval of Resolution No. 23-29, approving the sale of obsolete City assets at an online auction.

Councilor Romero made a motion to approve resolution No. 23-29, approving the sale of obsolete City assets at an online auction. Councilor Ulibarri seconded the motion.

Resolution 23-29 was presented as follows:

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 23-29**

**A RESOLUTION TO APPROVE**  
**THE SALE OF OBSOLETE CITY ASSETS AT AN ONLINE AUCTION.**

**WHEREAS**, the City of Las Vegas (“City”) owns and possesses certain inventoried obsolete and surplus assets; and

**WHEREAS**, the City desires to hold an online auction to receive competitive bids for the obsolete and surplus assets; and

**WHEREAS** the City desires to hold said online auction in the Fall of 2023; and

**WHEREAS**, the City will benefit from the sale and disposal of the obsolete and surplus assets.

**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 sale of the inventoried and surplus assets.

ACCEPTED AND APPROVED this day \_\_\_\_ of September 2023.

\_\_\_\_\_  
Mayor Louie A. Trujillo

ATTEST:

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

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

Barbara Casey	Yes	Michael L. Montoya	Yes
David Ulibarri	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

5. Request approval of Resolution 23-30, accepting the grant offer and to apply for a match waiver administered by the New Mexico Department of Transportation (NMDOT) and the Department of Finance and Administration (DFA) for the 2024 Transportation Project Fund (TPF) for a total amount of \$2,000,000.00.

Councilor Romero made a motion to approve resolution No. 23-30, accepting the grant offer and to apply for a match waiver administered by the New Mexico Department of Transportation (NMDOT) and the Department of Finance and Administration (DFA) for the 2024 Transportation Project Fund (TPF) for a total amount of \$2,000,000.00. Councilor Ulibarri seconded the motion.

Discussion took place regarding where the \$100,000.00 was coming from.

Resolution 23-30 was presented as follows:

**RESOLUTION 23-30**  
City of Las Vegas

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

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

WHEREAS, the total cost of the project will be \$2,000,000.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$1,900,000.00
- b. City of Las Vegas proportional matching share shall be 5% or \$100,000.00

TOTAL PROJECT COST IS \$2,000,000.00

City of Las Vegas shall pay all costs, which exceed the total amount of \$2,000,000.00.

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

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

The agreement terminates on \_\_\_\_\_ and the City of Las Vegas incorporates all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the

NOW therefore, be it resolved, by the City of Las Vegas to enter into Cooperative Agreement for Project Control Number \_\_\_\_\_ with the New Mexico Department of Transportation for the TPF Program for year 2024-2025 for the plan, design, construction, construction management, reconstruction, pavement rehabilitation, drainage improvements, ADA compliant curb and ramps, and miscellaneous construction to El Creston Circle, BOP Alamo Street EOP Alamo Street within the control of the City of Las Vegas in Las Vegas/San Miguel County, New Mexico.

\_\_\_\_\_  
Louie A. Trujillo, Mayor

Reviewed and Approved to legal sufficiency only:

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

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

Mayor Trujillo advised there was a motion and a second. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
David G. Romero	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

6. Discuss and Prioritize Legislative Requests.

Mayor Trujillo asked Council to prepare a list of priorities and bring them to the next meeting so they could be ranked.



Consultant Robert Archuleta advised that it would be a 30 day session and it is on the fast track. Mr. Archuleta advised that the opening session is January 16th and legislation could be pre-filed by January 12th. Mr. Archuleta advised Mayor and Council that if they had any new projects that were not on the ICIP they would need to get them to him as soon as possible so he could get with DFA to build that project.

Councilor Casey advised that they need money for the Animal Care Center for more kennels and a new building in general because the current one is deplorable. Councilor Casey advised there's a drainage problem on Lutheran Drive leading to Collins Drive that's in terrible condition and needs work. Councilor Casey thanked Public Works Director Arnold Lopez for his assistance.

Mr. Archuleta advised that they identified a USDA grant loan program that could potentially be used for a shelter.

Councilor Montoya asked if they could add a back-up generator for City Hall and to look into what computers need to be replaced.

Councilor Romero asked for clarification regarding approving the priorities as a group.

Mayor Trujillo advised the priorities would come back to Mayor and Council for approval.

Discussion took place regarding a joint request between the City and the County regarding the Animal Care Center, a Joint Powers agreement between the City and the County and also building the Streets department little by little by purchasing new equipment to help fix roads.

### **EXECUTIVE SESSION**

There was no need for executive session.

**ADJOURN**

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

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 7:06 pm.

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Mayor Louie A. Trujillo

ATTEST:

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Cassandra Fresquez, City Clerk



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

**Meeting Date:** October 11, 2023

**Date Submitted:** 9/25/23

**Department:** Executive

**Item:** Presentation by Lawrence Medina speaking on the Community Recovery Program.

**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 Louie Trujillo

Reviewed By:

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

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

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

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

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



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

**Meeting Date:** October 11, 2023

**Date Submitted:** 10/02/23

**Department:** Utilities

**Item/Topic:** Presentation on Utilities department projects.

**Fiscal Impact:**

**Attachments:**

**Committee Recommendation:** This item will be discussed at the October 10, 2023, Utility Advisory Committee 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:

Reviewed By:

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

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

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

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

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

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



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

**Meeting Date:** October 11, 2023

**Date Submitted:** 05/24/23

**Department:** Utilities

**Item/Topic:** Addendum #2 to Contract #3827-21 with Souder Miller & Associates for professional engineering services as needed for the water distribution system. RFP 2022-13 was awarded on 11/17/21 and Agreement #3827-21 was signed on 12/28/21. The extended term of this agreement will be for 1 year.

**Fiscal Impact:** Costs budgeted out of water distribution line item numbers as needed.

**Attachments:** Addendum #1, Contract 3827-21.

**Committee Recommendation:** This item will be discussed at the October 10, 2023 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:

Reviewed By:

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

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

*[Signature]*  
\_\_\_\_\_  
City Manager

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

**Resolution No.** \_\_\_\_\_

**Ordinance No.** \_\_\_\_\_

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

**Approved** \_\_\_\_\_

**Continued To:** \_\_\_\_\_

**Referred To:** \_\_\_\_\_

**Denied** \_\_\_\_\_

**Other** \_\_\_\_\_

**ADDENDUM #2**  
**AGREEMENT/CONTRACT #3827-21**  
**RFP# 2022-13**  
**AWARDED ON: 11/17/2021**  
**SOUDER, MILLER & ASSOCIATES**

This Addendum entered into this **28<sup>TH</sup> Day of December, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **SOUDER, MILLER & ASSOCIATES**, hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 12/23/2021 the City and SOUDER, MILLER & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which SOUDER, MILLER & ASSOCIATES agreed to provide:

**WATER DISTRIBUTION SYSTEM**

**WHEREAS, the** City and SOUDER, MILLER & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from **12/28/2023 thru: 12/27/2024.**

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #3827-21.

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

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

1. This Agreement and the prior agreement dated 12/28/2021 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 12/28/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

**SOUDER, MILLER & ASSOCIATES**

**REVIEWED AND APPROVED:**

\_\_\_\_\_  
Leo Maestas                      Date  
City Manager

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

ATTEST:

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

**ADDENDUM #1**

**AGREEMENT/CONTRACT #3827-21**

**RFP# 2022-13**

**AWARDED ON: 11/17/2021**

**SOUDER, MILLER & ASSOCIATES**

This Addendum entered into this **28<sup>th</sup> Day of December, 2022** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **SOUDER, MILLER & ASSOCIATES**, hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 12/23/2021 the City and SOUDER, MILLER & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which SOUDER, MILLER & ASSOCIATES agreed to provide:

**WATER DISTRIBUTION SYSTEM**

**WHEREAS, the** City and SOUDER, MILLER & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from **12/28/2022 thru: 12/28/2023**.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #3827-21.

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





**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS  
AND SOUDER, MILLER & ASSOCIATES**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Miller Engineers, Inc. d/b/a Souder, Miller & Associates ("Contractor"), a New Mexico corporation, of 5454 Venice Avenue NE, Suite D, Albuquerque, New Mexico, 87113, on this 28<sup>th</sup> day of December, 2021 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

**Recitals**

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

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

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

**1. SCOPE OF WORK**

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

The duties of the offeror shall include the following services:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**17. PROFESSIONAL LIABILITY INSURANCE:** The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to

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

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

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

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

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

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

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


coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. The Contractor covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor's failure to comply with the provisions of this Paragraph and that the indemnification provision of this contract will apply to this Paragraph.

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

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

CITY OF LAS VEGAS

Approved By:

  
Leo J. Maestas, City Manager

Attest:

  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

  
Scott Aaron, City Attorney

CONTRACTOR:

Souder Miller & Associates

  
Signature

Printed Name: TOD L. PHINNEY

Position: SENIOR VICE PRESIDENT

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

**CITY OF LAS VEGAS, NEW MEXICO**

**Opening No. 2022-13**

**RE-BID WATER DISTRIBUTION SYSTEM PLANNING, DESIGN AND  
CONSTRUCTION PHASE ENGINEERING SERVICES**



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

**Meeting Date:** 10/11/2023

**Date Submitted:** 09/19/2023

**Department:** Transportation

**Item/Topic:** Approval of Resolution No.23-31, Fiscal Year 2025 Section 5311 Grant Application Funding Requests

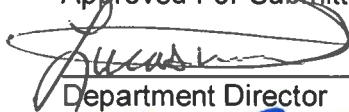
The City of Las Vegas Transportation Department is required to apply for section 5311 Grant funding annually. This application includes all documents required to comply under FTA and NMDOT guidelines. This application lists all expenses with calculated amounts based on previous years. The ratios of the local match are 80/20 for Administration expenses, 50/50 for Operating expenses and 80/20 for Capital expenses.

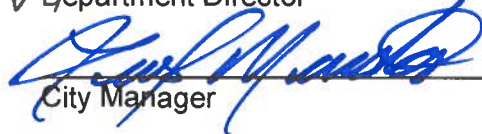
**Fiscal Impact:** City of Las Vegas would commit to these local match dollar amounts.

**Attachments:** FY25 Section 5311 Grant Application


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

Approved For Submittal By:

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

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

Reviewed By:

  
\_\_\_\_\_  
Finance Director *Interim*

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

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

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

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



**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 23-31**

**A RESOLUTION TO APPLY FOR AND ACCEPT A PUBLIC RURAL  
TRANSPORTATION GRANT OFFER FROM THE NEW MEXICO DEPARTMENT OF  
TRANSPORTATION TRANSIT AND RAIL DIVISION**

**WHEREAS**, the City of Las Vegas Meadow City Express (“City”) has applied to the New Mexico Department of Transportation Transit and Rail Division (“NMDOT”) for the FY25 Section 5311 Public Transportation Grant; and

**WHEREAS**, the City expects the total amount to be \$653,875.00; and

**WHEREAS**, the City would have to contribute 20% (\$25,497.60) for administrative expenses, 50% (\$151,400.00) for operating expenses, 20% (\$44,717.40) for capital outlay in order to receive the Grant for a total amount of \$221,615.00, including New Mexico gross receipts tax; and

**WHEREAS**, transportation is vital for the residents of the City of Las Vegas;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference and the Governing Body hereby agrees to contribute 20% (\$25,497.60) for administrative expenses, 50% (\$151,400.00) for operating expenses, 20% (\$44,717.40) for capital outlay in order to receive the Grant, and agrees to use the Grant for the operation of the City of Las Vegas Meadow City Express Transit System.

APPROVED AND ADOPTED this \_\_\_\_\_ day of October, 2023.

\_\_\_\_\_  
Louie A. Trujillo, Mayor

ATTEST:

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

# Application

**Application:** Section 5311/5339 Program (Rural/Non-Urbanized Public Transportation) FY 2025 Application

**Application Deadline:** 9/8/2023  
11:00:00 PM

**Organization:** City of Las Vegas

**Year:** 2025      **Status:** Not Submitted

Application Form(s)

Before you can submit this application, you must upload all required documents.

		<u>Documents</u>	
	<a href="#">Download</a>	2025 Application Guide	
		Articles of Incorporation	<a href="#">Re-Upload</a>
		501(C)3 Certification (Required for Non-Profits)	<a href="#">Attach</a>
		SAM.gov Unique Entity Identifier Verification	<a href="#">Re-Upload</a>
	<a href="#">Download</a>	Signed and Dated Lobbying Certification	<a href="#">Re-Upload</a>
		Complete Audit Report (FY22)	<a href="#">Re-Upload</a>
		Transit Related Audit Finding Documentation (If Applicable)	<a href="#">Attach</a>
		Negotiated Indirect Cost Rate (Tribes upload current approval letter)	<a href="#">Attach</a>
		Flood Hazard Flood Insurance Policy (If applicable)	<a href="#">Attach</a>
		Procurement Policy (New Applicants and Updated Policies)	<a href="#">Attach</a>
		Historical and Application Year Budget Information	<a href="#">Re-Upload</a>
		Map of Service Area (must be current)	<a href="#">Re-Upload</a>
		Demographic Information	<a href="#">Re-Upload</a>
		Civil Rights Complaints/Review Activities Documentation (If applicable)	<a href="#">Attach</a>
		Program Coordination	<a href="#">Re-Upload</a>
		Letter(s) of Resolution of Financial Commitment of Local Match (Must Include Dollar Amount)	<a href="#">Attach</a>

<u>Documents</u>			
<input checked="" type="checkbox"/>		Letter(s) of Program Support from Municipality, Board, or Council	<a href="#">Re-Upload</a>
<input checked="" type="checkbox"/>		Program Justification	<a href="#">Re-Upload</a>
<input checked="" type="checkbox"/>		Operations Profile	<a href="#">Re-Upload</a>
<input checked="" type="checkbox"/>		Certificates of Insurance (Commercial General Liability, Vehicle and Facility Insurance Coverage)	<a href="#">Re-Upload</a>
<b>Requires Upload</b>	<b>Optional</b>	<b>Upload Complete</b>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

Project(s)

Attach

Description	Line Item	Year	Description	Stimulus	Net Project Cost
<a href="#">Remove</a>	117900	2025	<a href="#">Project Administration - Project Administration</a>		\$127,488.00
<a href="#">Remove</a>	300901	2025	<a href="#">Operating Assistance up to 50% Federal Share- Rural</a>		\$302,800.00
<a href="#">Remove</a>	111215	2025	<a href="#">Buy Replacement - Vans</a>		\$165,562.00
<a href="#">Remove</a>	113207	2025	<a href="#">Acquisition - Surveillance / Security Equipment</a>		\$28,722.00
<a href="#">Remove</a>	114211	2025	<a href="#">Acquisition - Support Vehicles</a>		\$29,303.00

Budget Request Summary

Budget Category	Net Project Cost	Total FTA Portion of Net Project Cost (max. allowed)	Total Minimum Required Local Match	Additional Local Funds
Administration				
Less 20.00% Local Match	\$127,488.00	\$101,990.40	\$25,497.60	\$0.00
Capital				
Less 20.00% Local Match	\$223,587.00	\$178,869.60	\$44,717.40	\$0.00
Operating				
Less 50.00% Local Match	\$302,800.00	\$151,400.00	\$151,400.00	\$0.00
<b>Total</b>	<b>\$653,875.00</b>	<b>\$432,260.00</b>	<b>\$221,615.00</b>	<b>\$0.00</b>

Budget Summary

Expense			
Supplies			
1-11-05	Office Supplies		\$0.00
1-11-10	Furniture under \$1,000		\$0.00
1-11-12	Equipment under \$1,000		\$0.00
1-11-20	Janitorial Supplies		\$0.00
1-11-95	Other		\$5,000.00
2-08-05	Shop Supplies		\$0.00
2-08-10	Furniture & Equipment under \$500		\$0.00

2-08-15	Printing	\$0.00
2-08-95	Other	\$0.00

#### Vehicle Costs

2-11-05	Fuel	\$30,000.00
2-11-10	License & Fees	\$0.00
2-11-15	Oil & Lubricants	\$0.00
2-11-20	Replacement Parts	\$0.00
2-11-25	Tires	\$0.00
2-11-30	Vehicle Maintenance	\$10,000.00
2-11-35	Vehicle Painting	\$0.00
2-11-40	Vehicle Interior Maintenance	\$0.00
2-11-45	Freight	\$0.00
2-11-50	Vehicle Repair	\$0.00
2-11-60	Vehicle Insurance	\$0.00
2-11-95	Other	\$0.00

#### Insurance

1-07-05	Buildings and Contents	\$0.00
1-07-10	General & Employee Liability Insurance	\$0.00
1-07-15	Surety and Fidelity Bonds	\$0.00
1-07-20	Claims Deductible	\$0.00
1-07-25	Vehicle Insurance	\$0.00
1-07-95	Other	\$0.00

#### Communications

1-03-05	Fax Machine	\$0.00
1-03-10	Internet Subscriber Services	\$0.00
1-03-15	Postage	\$0.00
1-03-20	Telephone	\$5,000.00
1-03-25	Cell Phone	\$0.00
1-03-30	Radio	\$0.00
1-03-35	Repeater Fees	\$0.00
1-03-95	Other	\$0.00
2-03-05	Cell Phone	\$0.00
2-03-10	Telephone	\$0.00
2-03-15	Radio Repeater	\$0.00
2-03-20	Mobile Radio	\$0.00
2-03-25	Radio	\$0.00
2-03-95	Other	\$0.00

#### Occupancy Costs

1-08-05	Office Rent	\$0.00
1-08-10	Utilities	\$0.00

1-08-20	Building Maintenance	\$0.00
1-08-95	Other	\$0.00
2-06-05	Building Maintenance	\$0.00
2-06-10	Operational Rent	\$0.00
2-06-15	Utilities	\$0.00
2-06-20	Building Insurance	\$0.00
2-06-25	Building and Grounds	\$0.00
2-06-30	Pest Control	\$0.00
2-06-35	Landscaping services	\$0.00
2-06-95	Other	\$0.00

**Contractual Services**

1-04-05	Audit	\$0.00
1-04-10	Advertising	\$0.00
1-04-15	Equipment Rental/Lease	\$1,600.00
1-04-20	Contractual Services - Other	\$0.00
1-04-25	Contractual Services - Janitorial	\$0.00
1-04-26	Temporary Employment Services	\$0.00
1-04-27	Accounting	\$0.00
1-04-28	Consulting Services	\$0.00
1-04-30	Indirect Costs	\$0.00
1-04-95	Other	\$0.00
2-04-05	Maintenance - Machinery	\$0.00
2-04-06	Maintenance - Equipment	\$0.00
2-04-10	Equipment Rental/Lease	\$2,700.00
2-04-15	Contractual Services - Other	\$0.00
2-04-20	Transit Services	\$0.00
2-04-25	Software Lease	\$0.00
2-04-30	Indirect Cost Rate	\$0.00
2-04-95	Other	\$0.00

**Training**

1-12-05	Training	\$1,500.00
1-12-95	Other	\$0.00
2-09-05	Training	\$1,500.00
2-09-95	Other	\$0.00

**Capital Expenses**

3-01-00	Capital Cost	\$223,587.00
---------	--------------	--------------

**Fringe Benefits**

1-02-05	FICA	\$6,800.00
1-02-10	PERA Retirement	\$8,700.00
1-02-15	Health Insurance	\$4,900.00

1-02-20	Unemployment Insurance	\$300.00
1-02-25	Workmen's Compensation	\$1,750.00
1-02-30	Other Fringe Benefits	\$2,200.00
1-02-95	Other	\$0.00
2-02-05	FICA	\$15,500.00
2-02-10	PERA Retirement	\$14,200.00
2-02-15	Health Insurance	\$21,000.00
2-02-20	Unemployment Insurance	\$900.00
2-02-25	Worker's Compensation	\$9,500.00
2-02-95	Other	\$4,000.00

**Personnel Costs**

1-09-10	Physicals	\$0.00
1-09-12	Drug Screens	\$0.00
1-09-15	Vaccinations	\$0.00
1-09-95	Other	\$0.00
2-07-03	Uniform Laundry Services	\$0.00
2-07-05	Uniform Purchase	\$2,000.00
2-07-06	Background Checks	\$0.00
2-07-10	Vaccinations	\$0.00
2-07-12	Drug Screens	\$0.00
2-07-15	Physicals	\$0.00
2-07-95	Other	\$0.00

**Dues and Subscriptions**

1-05-05	NMTA	\$400.00
1-05-10	SWTA	\$0.00
1-05-15	Transit Publications	\$0.00
1-05-20	CTAA	\$0.00
1-05-21	Business Registration Fees	\$0.00
1-05-95	Other	\$0.00

**Printing/Copying Costs**

1-10-05	Printing	\$0.00
1-10-10	Copying	\$0.00
1-10-95	Other	\$0.00

**Travel**

1-13-05	Mileage	\$1,500.00
1-13-10	Public Transport Fares	\$0.00
1-13-15	Per Diem	\$0.00
1-13-20	Registration Fees	\$0.00
1-13-25	Lodging and Meals	\$0.00
1-13-30	Other	\$0.00

2-10-05	Mileage	\$1,500.00
2-10-10	Public Transport Fares	\$0.00
2-10-15	Per Diem	\$0.00
2-10-20	Registration Fees	\$0.00
2-10-25	Lodging & Meals	\$0.00
2-10-30	Other	\$0.00

### Equipment

1-06-10	Equipment Repair	\$0.00
1-06-15	Computer Purchase	\$0.00
1-06-20	Software Purchase	\$0.00
1-06-25	Software Lease	\$0.00
1-06-95	Other	\$0.00
2-05-10	Assigned Vehicle Use	\$0.00
2-05-25	Equipment Repair	\$0.00
2-05-95	Other	\$0.00

### Salaries and Wages

1-01-05	Director	\$0.00
1-01-10	Managers	\$54,558.00
1-01-12	Financial Manager	\$0.00
1-01-15	Clerical Support Staff	\$33,280.00
1-01-20	Accounting Staff	\$0.00
1-01-25	Administrative Assistant	\$0.00
1-01-30	Village Administrator	\$0.00
1-01-35	CFO	\$0.00
1-01-40	Salary Adjustments	\$0.00
1-01-45	Chief Executive Officer	\$0.00
1-01-50	Transportation Coordinator	\$0.00
1-01-55	Public Works Director	\$0.00
1-01-60	Janitor	\$0.00
1-01-65	Temporary	\$0.00
1-01-95	Other	\$0.00
2-01-05	Supervisor	\$0.00
2-01-10	Drivers	\$202,000.00
2-01-15	Mechanics	\$0.00
2-01-20	Dispatcher	\$0.00
2-01-25	Janitor	\$0.00
2-01-30	Salary Adjustment	\$0.00
2-01-35	Overtime	\$0.00
2-01-40	Mechanic Supervisor	\$0.00
2-01-45	Auto Parts Clerk	\$0.00
2-01-50	Maintainer	\$0.00
2-01-55	Accountant	\$0.00
2-01-60	Laborer	\$0.00

2-01-95 Other \$0.00

**Revenue (Non-Calculated)**

**Advertising**

Advertising \$0.00

**Contracting**

Contracting \$0.00

**Revenue**

**Passenger Fares**

2-11-55 Passenger Fares \$12,000.00






<b>Total Expenses</b>	<b>\$665,875.00</b>
<b>Total Revenue</b>	<b>\$12,000.00</b>
<b>Net Project Cost</b>	<b>\$653,875.00</b>

Additional Documents

**Document Name:**

Select Document  No file chosen

[Upload](#)

	<a href="#">Document Name</a>	<a href="#">Size</a>	<a href="#">Uploaded</a>	<a href="#">Modified</a>	
<a href="#">Edit</a>	 <a href="#">Building Security Camera Proposal</a>	215 KB	Marcelino Roybal	9/7/2023 4:32:21 PM	<input type="checkbox"/> 
<a href="#">Edit</a>	 <a href="#">Support Vehicle Quote</a>	11 KB	Marcelino Roybal	9/15/2023 2:00:51 PM	<input type="checkbox"/> 
<a href="#">Edit</a>	 <a href="#">Van Quote</a>	1.91 MB	Marcelino Roybal	9/14/2023 5:01:09 PM	<input type="checkbox"/> 

[Download All Email](#)

Comments

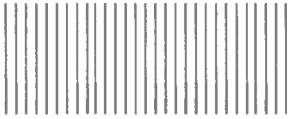
Comments	Update By
No records to display.	

Insert



History Log

Status	Comments	Last Modified By
Uploaded: Letter(s) of Program Support from Municipality, Board, or Council		Marcelino Roybal on 9/15/2023 9:55:51 AM
Uploaded: Signed and Dated Lobbying Certification		Marcelino Roybal on 9/13/2023 8:30:14 AM
Uploaded: Historical and Application Year Budget Information		Marcelino Roybal on 9/7/2023 8:37:32 AM
Uploaded: Program Justification		Marcelino Roybal on 9/6/2023 4:11:49 PM
Uploaded: Certificates of Insurance (Commercial General Liability, Vehicle and Facility Insurance Coverage		Marcelino Roybal on 9/6/2023 2:49:02 PM
Uploaded: Operations Profile		Marcelino Roybal on 9/6/2023 2:47:35 PM
Uploaded: Program Coordination		Marcelino Roybal on 9/6/2023 2:08:44 PM
Uploaded: Demographic Information		Marcelino Roybal on 9/6/2023 2:06:51 PM
Uploaded: Map of Service Area (must be current)		Marcelino Roybal on 9/6/2023 2:04:39 PM
Uploaded: Complete Audit Report (FY22)		Marcelino Roybal on 9/1/2023 10:17:03 AM
Uploaded: SAM.gov Unique Entity Identifier Verification		Marcelino Roybal on 9/1/2023 10:12:15 AM
Uploaded: Articles of Incorporation		Marcelino Roybal on 8/28/2023 3:00:35 PM





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

**Meeting Date: October 11, 2023**

**Date Submitted: September 26, 2023**

**Department: Police**

**Item/Topic: Requesting approval to accept State Appropriations from the Department of Finance and Administration in the amount of \$525,000 over the next three years for Law Enforcement Recruitment to hire enforcement/support positions. The allocated funds will be disbursed 100% up to \$300,000 the first year, 50% up to \$150,000 the second year, and 25% up to \$75,000 the third year.**

**Fiscal Impact: Fund 217, Law Enforcement Recruitment Fund FY24**

**Attachments: Appropriation Number 23-ZH5048-41**

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

Approved For Submittal By:

Reviewed By:

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

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

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

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

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

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



June Tafoya <jcordova@lasvegasnm.gov>

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## DFA FUNDING-LAW ENFORCEMENT RECRUITMENT FUND - LERF FY23

1 message

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**June Tafoya-Cordova** <jtafoya@lasvegasnm.gov>  
To: Dominic Chavez <dchavez@lasvegasnm.gov>  
Cc: Antonio Salazar <asalazar@lasvegasnm.gov>

Tue, Sep 26, 2023 at 11:26 AM

Good morning,

For your information, this Appropriation is being submitted via Agenda Request for the October 11, 2023 meeting.

Please see the attached documentation regarding new DFA funding for LERF. The total amount will be \$525,000 to be disbursed year 1 \$300,000 year 2 \$150,000, year 3 \$75,000. These funds are to be used for salaries & benefits for new hires. The funds will be issued by DFA and the City is to return any unused portion at the end of the fiscal year, June 30th of each year to the State of New Mexico, Department of Finance and Administration.

Thank you,

*June Tafoya*

Financial Specialist  
City of Las Vegas, NM  
Police Department  
Phone (505)425-7504 ext. 3115  
Fax (505)425-6346  
[jtafoya@lasvegasnm.gov](mailto:jtafoya@lasvegasnm.gov)

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 **DFA RECRUITMENT FUNDING.pdf**  
422K

RECIPIENT:

City of Las Vegas

<u>APPROPRIATION NUMBER:</u>	<u>TOTAL ALLOCATION</u>	<u>REVERSION DATE:</u>
	<u>AMOUNT:</u>	
<b>23-ZH5048-41</b>	<b>\$525,000.00</b>	<b>June 30, 2024</b>

ALLOCATION PURPOSE

**Five Hundred and Twenty Five Thousand Dollars and Zero Cents over three years to hire law enforcement/support positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.**

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed 100% up to \$300,000 the first year, 50% up to \$150,000 the second year, and 25% up to \$75,000 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

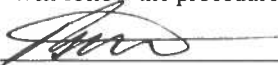
**Funds for the first disbursement must be expended from July 1, 2023, through June 30, 2024; the second 50% disbursement will be made in August 2024 to be expended by June 30, 2025; and the last disbursement of 25% will be made in August 2025 to be expended by June 30, 2026. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.**

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Recruitment Report, providing updates on the hiring of law enforcement/support positions.

CERTIFICATION

I hereby certify that the **City of Las Vegas**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

  
 \_\_\_\_\_  
 Local Law Enforcement Agency

9.25.2023  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized Local Governing Body Authority

\_\_\_\_\_  
 Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number **23-ZH5048-41** in the amount of **\$525,000.00**.

\_\_\_\_\_  
 Wesley Billingsley  
 Director, Local Government Division

\_\_\_\_\_  
 Date



Proposed Law Enforcement Position Form

<b>Position Title</b>	<b>Number of Positions</b>
Commissioned Law Enforcement Officers	20
Dispatchers	3
Police Administrative Personnel	
Civilian Crime Scene Technicians	
Evidence Custodians	
Records Custodians	
Forensic Laboratory Personnel	
Public Service Aides	1
Criminal Investigators	
Investigate Analysts	
Intelligence Analysts	
Unmanned Aerial Vehicle Operators	
Information Technology/Professional Positions	
Other	
Other	
Other	
<b>Total*</b>	<b>24</b>

\*The number of positions listed on this form should match the requested total on your application.

\* Notes

11 officers (Vacant)

5 Command Staff (Vacant)

4 Officer positions Frozen

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20 Commissioned Law Enforcement Officers



## FY24 Law Enforcement Recruitment Fund

DFA invites NM law enforcement agencies to apply for salary funding to recruit commissioned law enforcement officers and civilian personnel who directly support commissioned law enforcement officers and crime reduction efforts.

### When?

Law enforcement agencies must apply for funding by 5pm on August 4, 2023.

### Where?

<https://www.nmdfa.state.nm.us/law-enforcement-recruitment-fund/>

### How?

There is a two step process for applying:

- Application
- Submission of Proposed Law Enforcement Position Form to [law.enforcement@dfa.nm.gov](mailto:law.enforcement@dfa.nm.gov)

## FAQ

### ***Can these funds be used for retention?***

No. These funds are for recruiting and paying for salaries of commissioned law enforcement officers and civilian personnel who directly support commissioned law enforcement officers and crime reduction efforts.

### ***Will the funds go directly to the law enforcement agency?***

No. By law, DFA must allocate funds to the local governing body.

### ***Does being awarded last year affect me for applying for these funds?***

No. This is a new fund for new and vacant positions.

### ***Are benefits for their salaries covered with these funds?***

Yes. You may use the funds to cover salaries and benefits up to the amount you are allocated.

### ***Can we do recruitment bonus/incentives to attract people?***

No. There are separate funding programs for this.

### ***Can different departments apply under one application?***

Yes. Your local governing body can submit an application on behalf of multiple departments.

## Allocation Disbursement

- 1st Year Allocation - 100%
- 2nd Year Allocation - 50%
- 3rd Year Allocation - 25%

## Recruitment Positions

### Funds can be used:

- To fill Law Enforcement officer or support positions.
- To create new Law Enforcement officer or support positions.

### Type of allowable positions:

- Commissioned Law Enforcement Officers
- Dispatchers
- Police Administrative Personnel
- Civilian Crime Scene Technicians
- Evidence Custodians
- Records Custodians
- Forensic Laboratory Personnel
- Public Service Aides
- Criminal Investigators
- Investigate Analysts
- Intelligence Analysts
- Unmanned Aerial Vehicle Operators
- Information Technology/Professional Positions
- Other





# FY24 Law Enforcement Recruitment Fund

Wednesday, July 19, 2023 @ 1:30 p.m.

Deadline to Submit: August 4, 2023 @ 5:00 p.m.



**New Mexico**  
Department of Finance  
and Administration



# 2023 Legislative Session

- HB2 - General fund appropriation includes fifty-seven million dollars (\$57,000,000) for state and local law enforcement agencies for commissioned law enforcement officers and civilian personnel whose positions directly support commissioned law enforcement officers and crime reduction efforts.
- These funds are for state and local law enforcement agencies to recruit commissioned law enforcement officers and civilian personnel whose positions directly support commissioned law enforcement officers and crime reduction efforts.

# Recruitment Position Requirements

## Vacancies:

- To fill current Law Enforcement officer positions.
- To fill current Law Enforcement Support positions.

## Type of allowable new positions:

- Commissioned Law Enforcement Officers
- Dispatchers
- Police Administrative Personnel
- Civilian Crime Scene Technicians
- Evidence Custodians
- Records Custodians
- Forensic Laboratory Personnel
- Public Service Aides
- Criminal Investigators
- Investigate Analysts
- Intelligence Analysts
- Unmanned Aerial Vehicle Operators
- Information Technology/Professional Positions
- Other

## Two Step Process for Applying

1. Apply online: [Law Enforcement Recruitment Fund Application](#)
2. Please complete the Proposed Law Enforcement Position Form which can be found on DFA's website at <https://www.nmdfa.state.nm.us/law-enforcement-recruitment-fund>
  - This form summarizes the total amount of positions by type, that funding is being requested for with this application. This form must be submitted by email to [law.enforcement@dfa.nm.gov](mailto:law.enforcement@dfa.nm.gov) to be considered for funding.

# Resources

- Application and Proposed Law Enforcement Position Form is available on the DFA Law Enforcement Fund webpage.
- <https://www.nmdfa.state.nm.us/law-enforcement-recruitment-fund/>



## Resources

Search files:

Title	Open File
<b>Proposed Law Enforcement Position Form</b>	<b>Open File</b>
<b>Law Enforcement Recruitment Fund Application</b>	

# Agreement

## FY24 Law Enforcement Recruitment Fund Agreement

### RECIPIENT:

#### Name of Entity

#### APPROPRIATION NUMBER:

23-ZH5048-XXX

#### ALLOCATION AMOUNT:

\$XXX.XX

#### REVERSION DATE:

June 30, 2024

### ALLOCATION PURPOSE

XXXX dollars and zero cents over three years to be utilized for commissioned law enforcement officers and civilian personnel whose positions directly support commissioned law enforcement officers and crime reduction efforts. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

### ALLOCATION DISBURSEMENT

The allocated funds will be disbursed 100% up to \$XXXX the first year, 50% up to \$XXXX the second year, and 25% up to \$XXXX the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended by June 30, 2024; the second 50% disbursement will be made in July 2024 to be expended by June 30, 2025; and the last disbursement of 25% will be made in July 2025 to be expended by June 30, 2026. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Recruitment Report, providing updates on expenditures for the eligible recruitments of law enforcement officers and civilian personnel whose positions directly support commissioned law enforcement officers and crime reduction efforts.

### CERTIFICATION

I hereby certify that the Name of Entity

1. Will only use the allocated funds to carry out and or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

\_\_\_\_\_  
Local Law Enforcement Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Local Governing Body Authority

\_\_\_\_\_  
Date

### APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 23-ZH5048-XXX in the amount of \$XXXXX

\_\_\_\_\_

## Contact Information

Jeannette Gallegos, Deputy Director

DFA-Local Government Division

[Jeannette.Gallegos@dfa.nm.gov](mailto:Jeannette.Gallegos@dfa.nm.gov)

Geovanna Losito, Program Manager

DFA-Local Government Division

[Geovanna.Losito@dfa.nm.gov](mailto:Geovanna.Losito@dfa.nm.gov)



**New Mexico**  
**Department of Finance**  
**and Administration**

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**Local Government Division**



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

**Meeting Date:** October 11, 2023

**Date Submitted:** 9/29/23

**Department:** City Clerk

**Item/Topic:** Request approval to destroy records included on the list for the Finance Department and Museum.

The authority is granted by the adoption of the Uniform Municipal Records Retention Schedule by the Governing Body which was adopted by Resolution No. 20-27.

**Fiscal Impact:**

**Attachments:**

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

Approved For Submittal By:

  
Department Director

Reviewed By:

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

  
City Manager

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

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

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





Casandra Fresquez &lt;cfresquez@lasvegasnm.gov&gt;

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## Finance Document Destruction Lists

1 message

---

**Dominic Chavez** <dchavez@lasvegasnm.gov>  
To: Casandra Fresquez <cfresquez@lasvegasnm.gov>  
Cc: Tasha Rae Martinez <trmartinez@lasvegasnm.gov>

Mon, Aug 28, 2023 at 2:30 PM

Hi Casandra,

Attached are the listings that Finance will be destroying.

Thank you,

Dominic A. Chavez  
Deputy Finance Director  
City of Las Vegas  
505-454-1401 Ext. 1102  
[dchavez@lasvegasnm.gov](mailto:dchavez@lasvegasnm.gov)

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

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#### 2 attachments

 **PR.xlsx**  
12K

 **2024 SHRED FILE LISTING.xlsx**  
86K



<b>BOX #</b>	<b>RECORD#</b>	<b>ACCOUNTS RECEIVABLE</b>	<b>DATE RANGE</b>	<b>BRIEF DESCRIPTION</b>	<b>LOCATION</b>
61	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
62	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
63	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
64	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
65	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
66	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
67	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
68	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
69	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
70	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
71	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
72	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
73	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
74	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
75	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
76	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
77	18.03.002	07/01/01 - 06/30/02	FY 2001 -2002	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	N. RM N. WALL
78	18.03.002	11/03-1/04	FY 2003 - 2004	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	MID - BLDG
79	18.03.002	2003	FY 2002 -2003	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	MID - BLDG
80	18.03.002	2003	FY 2002 -2003	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	MID - BLDG
81	18.03.002	07-03-12/03	FY 2003 - 2004	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	MID - BLDG
82	18.03.002	07/02-09/02	FY 2002 -2003	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	MID - BLDG
83	18.03.002	2003	FY 2002 -2003	RECEIPTS/DEPOSIT SLIPS/DAILY CASH REPORTS	MID - BLDG

<b>BOX #</b>	<b>RECORD#</b>	<b>ACCOUNTS RECEIVABLE</b>	<b>DATE RANGE</b>	<b>BRIEF DESCRIPTION</b>
1	18.03.002	JANUARY 2003	FY 2003	CASH RECEIPTS
2	18.03.002	JANUARY-FEBRUARY 2003	FY 2003	CASH RECEIPTS
3	18.03.002	FEBRUARY 2003	FY 2003	CASH RECEIPTS
4	18.03.002	MARCH 2003	FY 2003	CASH RECEIPTS
5	18.03.002	APRIL 2003	FY 2003	CASH RECEIPTS
6	18.03.002	MAY 2003	FY 2003	CASH RECEIPTS
7	18.03.002	MAY -JUNE 2003	FY 2003	CASH RECEIPTS
8	18.03.002	JUNE 2003	FY 2003	CASH RECEIPTS
9	18.03.002	JULY 2003	FY 2003	CASH RECEIPTS
10	18.03.002	AUGUST 2003	FY 2003	CASH RECEIPTS
11	18.03.002	SEPTEMBER 2003	FY 2003	CASH RECEIPTS
12	18.03.002	SEPTEMBER-OCTOBER 2003	FY 2003	CASH RECEIPTS
13	18.03.002	OCTOBER 2003	FY 2003	CASH RECEIPTS
14	18.03.002	NOVEMBER 2003	FY 2003	CASH RECEIPTS
15	18.03.002	DECEMBER 2003	FY 2003	CASH RECEIPTS
<b>BOX #</b>	<b>RECORD#</b>	<b>ACCOUNTS RECEIVABLE</b>	<b>DATE RANGE</b>	<b>BRIEF DESCRIPTION</b>
1	18.03.002	JANUARY-FEBRUARY 2003	FY 2003	DAILY SUMMARIES
2	18.03.002	MARCH-APRIL 2003	FY 2003	DAILY SUMMARIES
3	18.03.002	JULY-AUGUST 2003	FY 2003	DAILY SUMMARIES
4	18.03.002	SEPTEMBER-OCTOBER 2003	FY 2003	DAILY SUMMARIES
5	18.03.002	NOVEMBER-DECEMBER 2003	FY 2003	DAILY SUMMARIES
<b>BOX #</b>	<b>RECORD#</b>	<b>ACCOUNTS RECEIVABLE</b>	<b>DATE RANGE</b>	<b>BRIEF DESCRIPTION</b>
1	18.03.002	MARCH-APRIL 2002	FY 2002	MAIL PAYMENTS
2	18.03.002	MARCH-APRIL 2003	FY 2003	MAIL PAYMENTS
3	18.03.002	NOVEMBER-DECEMBER	FY 2003	MAIL PAYMENTS

BOX #	RECORD#	PAYROLL	DATE RANGE	BRIEF DESCRIPTION
1	18.03.018	FY2019	01/2019-05/2019	Timesheets
2	18.03.018	FY2013	06/2012-03/2013	Timesheets
3	18.03.018	FY2020	07/2019-06/2020	Timesheets
4	18.03.018	FY2020	07/2019-06/2020	Timesheets
5	18.03.018	FY2020	07/2019-06/2020	Timesheets
6	18.03.018	FY2020	07/2019-06/2020	Timesheets
7	18.03.018	FY2018	01/2018-07/2018	Timesheets
8	18.03.018	FY2014	01/2014-04/2014	Timesheets
9	18.03.018	FY2020	07/2019-06/2020	Timesheets
10	18.03.018	FY2015	07/2015-12/2015	Timesheets
11	18.03.018	FY2019	07/2018-05/2019	Timesheets
12	18.03.018	FY2018	12/2017-09/2018	Timesheets
13	18.03.018	FY2019	09/2018-06/2019	Timesheets
14	18.03.018	FY2019	07/2018-06/2019	Timesheets
15	18.03.018	FY2016	08/2016-12/2016	Timesheets
16	18.03.018	FY2021	11/2020-05/2021	Timesheets
17	18.03.018	FY2016	01/2016-08/2016	Timesheets
18	18.03.018	FY2019	10/2018-06/2019	Timesheets
19	18.03.018	FY2019	06/2018-06/2019	Timesheets
20	18.03.018	FY2019	07/2018-05/2019	Timesheets
21	18.03.018	FY2017	10/2015-01/2017	Timesheets
22	18.03.018	FY2017	12/2016-7/2017	Timesheets
23	18.03.018	FY2020	06/2020-09/2020	Timesheets
24	18.03.018	FY2020	07/2019-06/2020	Timesheets
25	18.03.018	FY2018	1/2017-6/2018	Timesheets
26	18.03.018	FY2017	12/2016-6/2017	Timesheets
27	18.03.018	FY2017	12/2016-6/2017	Timesheets
28	18.03.018	FY2017	01/2017-06/2017	Timesheets
29	18.03.018	FY2018	07/2017-06/2018	Timesheets
30	18.03.018	FY2016	1/2016-12/2016	Timesheets
31	18.03.018	FY2016	1/2016-12/2016	Timesheets
32	18.03.018	FY2015	1/2015-12/2015	Timesheets
33	18.03.018	FY2016	1/2016-12/2016	Timesheets
34	18.03.018	FY2016	1/2016-12/2016	Timesheets
35	18.03.018	FY2016	01/2016-12/2016	Timesheets
36	18.03.018	FY2018	07/2017-06/2018	Timesheets
37	18.03.018	FY2018	12/2016-06/2018	Timesheets



BOX #	RECORD#	ACCOUNTS PAYABLE	FISCAL YEAR	BRIEF DESCRIPTION	LOCATION
1	18.03.001	07/01/96 - 06/30/97	FY 1996 - 1997	VOIDED CHECKS	CTR. RM
2	18.03.001	07/01/98 - 06/30/99	FY 1988 - 1999	VENDOR LISTING	MID - BLDG
3	18.03.001	10/98 - 11/98	FY 1998	ACCOUNTS PAYABLE REGISTER	MID - BLDG
4	18.03.001	3/99 - 6/99	FY 1998	A/P CHECK REGISTER CK # 84902-84985	MID - BLDG
5	18.03.001	7/1/92 - 6/30/93	FY 1993	A/P CHECK REGISTER CK # 31625-44341	MID - BLDG
6	18.03.001	1993	FY 1993	A/P 1099 REPORT	
7	18.03.001	2/99 - 3/99	FY 1999	ACCOUNTS PAYABLE REGISTER	MID - BLDG
8	18.03.001	07/01/98 - 06/30/99	FY 1999	P.O. BALANCE REPORT	MID - BLDG
9	18.03.001	07/01/98 - 06/30/99	FY 1999	A/P INVOICE ENTRY REPORT	MID - BLDG
10	18.03.001	12-98 -1/99	FY 1999	A/P REGISTER	MID - BLDG
11	18.03.001	7/98-9/98	FY 1999	A/P REGISTER	MID - BLDG
12	18.03.001	98 - 99	FY 1999	A/P CHECK REGISTER CK 3 83272-83625	MID - BLDG
13	18.03.001	98 - 99	FY 1999	A/P CHECK REGISTER CK # 84376-84695	MID - BLDG
14	18.03.001	98 - 99	FY 1999	A/P CHECK REGISTER CK # 83625-84015	MID - BLDG
15	18.03.001	98 - 99	FY 1999	A/P CHECK REGISTER CK # 79397-79850	MID - BLDG
16	18.03.001	98 - 99	FY 1999	A/P CHECK REGISTER CK # 82886-83276	MID - BLDG
17	18.03.001	98 - 99	FY 1999	A/P CHECK REGISTER CK # 84696-85035	MID - BLDG
18	18.03.001	98 - 99	FY 1999	A/P CHECK REGISTER CK # 80626-80970	MID - BLDG
19	18.03.001	98 - 99	FY 1999	A/P CHECK REGISTER CK # 80282-80625	MID - BLDG
20	18.03.001	98 - 99	FY 1999	A/P CHECK REGISTER CK # 80971-81310	MID - BLDG
21	18.03.001	98 - 99	FY 1999	A/P CHECK REGISTER CK # 82051-82477	MID - BLDG
22	18.03.001	98 - 99	FY 1999	A/P CHECK REGISTER CK # 81311-81680	MID - BLDG
23	18.03.001	98 - 99	FY 1999	A/P CHECK REGISTER CK # 81681-82050	MID - BLDG
24	18.03.001	98 - 99	FY 1999	A/P CHECK REGISTER CK # 84016-84375	MID - BLDG
25	18.03.001	98 - 99	FY 1999	A/P CHECK REGISTER CK # 82478-82805	MID - BLDG
26	18.03.001	07/02-06/03	FY 2003	A/P REGISTER	MID - BLDG
27	18.03.001	07/02-06/03	FY 2003	A/P REGISTER	MID - BLDG
28	18.03.001	07/02-06/03	FY 2003	ENCUMBRANCE REPORT	MID - BLDG
29	18.03.001	10/03-12/03	FY 2004	A/P LISTING	MID - BLDG
30	18.03.001	07/02-09/02	FY 2003	A/P LISTING	MID - BLDG
31	18.03.001	07/03-09/03	FY 2004	A/P LISTING	MID - BLDG
32	18.03.001	04/02	FY 2002 - 2003	A/P LISTING	MID - BLDG
33	18.03.001	12/03-2/04	FY 2004	A/P LISTING	MID - BLDG
34	18.03.001	2003	FY 2003	A/P MANUAL CHECKS	MID - BLDG
35	18.03.001	07/02	FY 2003	A/P LISTING	MID - BLDG
36	18.03.001	07/02-11/02	FY 2003	A/P LISTING	MID - BLDG
37	18.03.001	05/04-06/04	FY 2004	A/P LISTING	MID - BLDG
38	18.03.001	03/04-06/04	FY 2004	A/P LISTING	MID - BLDG
39	18.03.001	07/03-12/03	FY 2004	A/P LISTING	MID - BLDG
40	18.03.001	2003	FY 2003	ENCUMBRANCE REPORT	MID - BLDG
41	18.03.001	01/04-02/04	FY 2004	A/P LISTING	MID - BLDG
42	18.03.001	2003	FY 2003	A/P LISTING	MID - BLDG
43	18.03.001	03/04-04/04	FY 2004	A/P LISTING	MID - BLDG
44	18.03.001	2003	FY 2003	A/P LISTING	MID - BLDG
45	18.03.001	2003	FY 2003	ENCUMBRANCE REPORT	MID - BLDG
46	18.03.001	2003	FY 2003	ENCUMBRANCE REPORT	MID - BLDG
47	18.03.001	07/03-11/03	FY 2004	A/P LISTING	MID - BLDG
48	18.03.001	07/02	FY 2003	A/P LISTING	MID - BLDG
49	18.03.001	07/02-09/02	FY 2003	ENCUMBRANCE REPORT	MID - BLDG
50	18.03.001	11/02-1/03	FY 2003	ENCUMBRANCE REPORT	MID - BLDG





BOX #	RECORD#	ACCOUNTS PAYABLE	FISCAL YEAR	BRIEF DESCRIPTION	LOCATION
104	18.03.001	07/01/17 - 06/30/18	FY 2017 - 2018	CHECK ADVISE/INVOICE/SUPPORTING DOCS	PW - SE ROOM
105	18.03.001	07/01/17 - 06/30/18	FY 2017 - 2018	CHECK ADVISE/INVOICE/SUPPORTING DOCS	PW - SE ROOM
106	18.03.001	07/01/17 - 06/30/18	FY 2017 - 2018	CHECK ADVISE/INVOICE/SUPPORTING DOCS	PW - SE ROOM
107	18.03.001	07/01/17 - 06/30/18	FY 2017 - 2018	CHECK ADVISE/INVOICE/SUPPORTING DOCS	PW - SE ROOM
108	18.03.001	07/01/17 - 06/30/18	FY 2017 - 2018	CHECK ADVISE/INVOICE/SUPPORTING DOCS	PW - SE ROOM
109	18.03.001	07/01/17 - 06/30/18	FY 2017 - 2018	CHECK ADVISE/INVOICE/SUPPORTING DOCS	PW - SE ROOM
110	18.03.001	07/01/17 - 06/30/18	FY 2017 - 2018	CHECK ADVISE/INVOICE/SUPPORTING DOCS	PW - SE ROOM
111	18.03.001	07/01/17 - 06/30/18	FY 2017 - 2018	CHECK ADVISE/INVOICE/SUPPORTING DOCS	PW - SE ROOM
112	18.03.001	07/01/17 - 06/30/18	FY 2017 - 2018	CHECK ADVISE/INVOICE/SUPPORTING DOCS	PW - SE ROOM
113	18.03.001	07/01/17 - 06/30/18	FY 2017 - 2018	CHECK ADVISE/INVOICE/SUPPORTING DOCS	PW - SE ROOM
114	18.03.001	07/01/17 - 06/30/18	FY 2017 - 2018	CHECK ADVISE/INVOICE/SUPPORTING DOCS	PW - SE ROOM
115	18.03.001	07/01/17 - 06/30/18	FY 2017 - 2018	CHECK ADVISE/INVOICE/SUPPORTING DOCS	PW - SE ROOM
116	18.03.001	07/01/17 - 06/30/18	FY 2017 - 2018	CHECK ADVISE/INVOICE/SUPPORTING DOCS	PW - SE ROOM
117	18.03.001	07/01/17 - 06/30/18	FY 2017 - 2018	CHECK ADVISE/INVOICE/SUPPORTING DOCS	PW - SE ROOM

BOX #	RECORD#	GENERAL FINANCE REPORTS	FISCAL YEAR	BRIEF DESCRIPTION	LOCATION
1	18.03.013	07/1/98 -06/30/99	FY 1998 - 1999	DETAIL GENERAL LEDGER REPORTS	N RM. N. WALL
2	18.03.013	07/1/98 -06/30/99	FY 1998 - 1999	DETAIL GENERAL LEDGER REPORTS	N RM. N. WALL
3	18.03.013	07/1/98 -06/30/99	FY 1998 - 1999	DETAIL GENERAL LEDGER REPORTS	N RM. N. WALL
4	18.03.013	07/1/99 -06/30/00	FY 1999 - 2000	DETAIL GENERAL LEDGER REPORTS	N RM. N. WALL
5	18.03.013	07/1/99 -06/30/00	FY 1999 - 2000	DETAIL GENERAL LEDGER REPORTS	N RM. N. WALL
6	18.03.013	07/1/99 -06/30/00	FY 1999 - 2000	DETAIL GENERAL LEDGER REPORTS	N RM. N. WALL
7	18.03.013	07/1/00 -06/30/01	FY 2000 - 2001	DETAIL GENERAL LEDGER REPORTS	N RM. N. WALL
8	18.03.013	07/1/00 -06/30/01	FY 2000 - 2001	DETAIL GENERAL LEDGER REPORTS	N RM. N. WALL
9	18.03.013	07/1/00 -06/30/01	FY 2000 - 2001	DETAIL GENERAL LEDGER REPORTS	N RM. N. WALL

BOX #	RECORD#	941	FISCAL YEAR	BRIEF DESCRIPTION	LOCATION
1	18.03.010	07/01/98 - 06/30/99	FY 1998 - 1999	QUARTERLY FEDERAL TAX RETURN 941	CTR. RM
2					
3					
4					
5					

70/01  
①

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## SHRED LISTING

2 messages

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**Helen Vigil** <hvigil@lasvegasnm.gov>

Wed, Aug 16, 2023 at 4:06 PM

To: Casandra Fresquez <cfresquez@lasvegasnm.gov>, Anna Gonzales <agonzales@lasvegasnm.gov>, Danielle Sena <danielles@lasvegasnm.gov>

Cc: Tasha Rae Martinez <trmartinez@lasvegasnm.gov>, Dominic Chavez <dchavez@lasvegasnm.gov>

Casandra, Anna, Danielle

Here is the shred listing for the Purchasing/Inventory department. Please add us to the shred list for September/October. When you select the shredding vendor please let me know ASAP so I can prepare a purchase order. We have a total of 32 banker boxes. Please let me know if you need anything else.

Thank You  
Helen Vigil  
Procurement Officer  
City of Las Vegas  
505-454-1401 ext 1106  
hvigil@lasvegasnm.gov

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

\*  
\*

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 **2024 SHRED FILE LISTING.xlsx**  
13K

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**Casandra Fresquez** <cfresquez@lasvegasnm.gov>

Wed, Aug 16, 2023 at 4:08 PM

To: Helen Vigil <hvigil@lasvegasnm.gov>

Cc: Anna Gonzales <agonzales@lasvegasnm.gov>, Danielle Sena <danielles@lasvegasnm.gov>, Tasha Rae Martinez <trmartinez@lasvegasnm.gov>, Dominic Chavez <dchavez@lasvegasnm.gov>

Will do Helen! Thank you!

BOX #	RECORD#	(BIDS)CONTRACTS AND AGREEMENTS	DATE RANGE	BRIEF DESCRIPTION
1	18.03.008	98-01 THRU 98-14	FY 2010	BIDS/PROPOSALS
2	18.03.008	98-15 THRU 98-31	FY 2010	BIDS/PROPOSALS
3	18.03.008	99-01 THRU 99-14	FY 2011	BIDS/PROPOSALS
4	18.03.008	99-15 THRU 99-31	FY 2011	BIDS/PROPOSALS
5	18.03.008	100-01 THRU 100-19	FY 2012	BIDS/PROPOSALS
6	18.03.008	100-20 THRU 100-33	FY 2012	BIDS/PROPOSALS
7	18.03.008	101-01 THRU 101-21	FY 2013	BIDS/PROPOSALS
8	18.03.008	101-22 THRU 101-36	FY 2013	BIDS/PROPOSALS
9	18.03.008	2014-01 THRU 2014-11	FY 2014	BIDS/PROPOSALS
10	18.03.008	2014-12 THRU 2014-24	FY 2014	BIDS/PROPOSALS
11	18.03.008	2015-01 THRU 2015-20	FY 2015	BIDS/PROPOSALS
12	18.03.008	2015-21 THRU 2015-31	FY 2015	BIDS/PROPOSALS
13	18.03.008	2016-01 THRU 2016-28	FY 2016	BIDS/PROPOSALS
14	18.03.008	2017-01 THRU 2017-18	FY 2017	BIDS/PROPOSALS
15	18.03.008	2017-19 THRU 2017-29	FY 2017	BIDS/PROPOSALS
16	18.03.008	2017-30 THRU 2017-32	FY 2017	BIDS/PROPOSALS
17	18.03.008	0-0499 THRU 2429	1988-2008	ASSORTED CONTRACTS
		INVENTORIES (INVENTORY)		
18	18.01.023	ASSORTED NUMBERS	FY 2016	INVENTORY POS/PAYMENT RECEIPTS
19	18.01.023	ASSORTED INFORMATION	FY 2016	MONTHLY BILLS/INVENTORY DISBURSEMENTS
20	18.01.023	ASSORTED NUMBERS	FY 2017	INVENTORY POS/PAYMENT RECEIPTS
21	18.01.023	ASSORTED INFORMATION	FY 2017	MONTHLY BILLS/INVENTORY DISBURSEMENTS
		PURCHASING (PURCHASE ORDERS)		
22	18.03.021	160000-160350	FY 2016	PURCHASE ORDERS
23	18.03.021	160351-160639	FY 2016	PURCHASE ORDERS
24	18.03.021	160640-161062	FY 2016	PURCHASE ORDERS
25	18.03.021	161063-161497	FY 2016	PURCHASE ORDERS
26	18.03.021	161498-161820	FY 2016	PURCHASE ORDERS
27	18.03.021	161821-162266	FY 2016	PURCHASE ORDERS

10/20/20

28	<b>18.03.021</b>	170001-170550	FY 2017	PURCHASE ORDERS
29	<b>18.03.021</b>	170551-170862	FY 2017	PURCHASE ORDERS
30	<b>18.03.021</b>	170863-171184	FY 2017	PURCHASE ORDERS
31	<b>18.03.021</b>	171185-171566	FY 2017	PURCHASE ORDERS
32	<b>18.03.021</b>	171567-172078	FY 2017	PURCHASE ORDERS



Casandra Fresquez &lt;cfresquez@lasvegasnm.gov&gt;

**Re: Destruction of Records 2023**

1 message

**Michael Rebman** <mrebman@lasvegasnm.gov>  
 To: Casandra Fresquez <cfresquez@lasvegasnm.gov>  
 Cc: Wanda Salazar <wsalazar@lasvegasnm.gov>

Tue, Aug 8, 2023 at 9:05 AM

Greetings,

The list of records for destruction is attached.

Thank you,

Michael Rebman, Museum Curator/Manager  
 City of Las Vegas Museum and Rough Rider Memorial Collection  
 (505) 426-3205 Extension 3310

On Mon, Aug 7, 2023 at 12:46 PM Wanda Salazar &lt;wsalazar@lasvegasnm.gov&gt; wrote:

>  
 > Good afternoon Michael, that is quite an undertaking you have performed. Good job in gathering and documenting all the information. The next step is to let Casandra know that you are done. She will guide you from there.  
 >  
 > Thank you  
 >  
 > Wanda  
 >  
 > Wanda Renay Salazar, BSW  
 >  
 > Community Services Director  
 >  
 > City of Las Vegas  
 >  
 > Email: [wsalazar@lasvegasnm.gov](mailto:wsalazar@lasvegasnm.gov)  
 >  
 > Phone: 505-425-9139  
 >  
 > Fax: 505-425-9587  
 >  
 > Cell: 505-617-5069  
 >  
 > " The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours"  
 >  
 > "The happiest people don't necessarily have the best of everything; they just make the best of everything they have"  
 Five simple rules to be happy: 1. Free your heart from hatred.2. Free your mind from worries, 3. Live simply, 4. Give more, 5. Expect less! Things are to be used, but People are to be loved ... Be yourself....This is the only day we HAVE -  
 unknown  
 >  
 >  
 >  
 >  
 >  
 > On Sat, Aug 5, 2023 at 5:11 PM Michael Rebman <mrebman@lasvegasnm.gov> wrote:  
 >>  
 >> Greetings,  
 >>  
 >> My list of records for destruction is attached. All hard and soft  
 >> bindings, binder clips, and superfluous plastics have been removed.  
 >> Please advise on my next step. Next year's list of records for  
 >> destruction will be significantly smaller.

Box #	Record #	Date Range	Brief Description
1	18.03.013	7/22/14-6/12/15	General Financial Records
1	18.03.013	8/24/14-5/12/15	General Financial Records
1	18.03.013	7/2/14-4/29/15	General Financial Records
1	18.01.008	2013	Day Planner
1	18.01.008	2014	Day Planner
1	18.01.008	2012	Day Planner
1	18.03.013	2015-2016	General Financial Records
1	18.03.013	2015-2016	General Financial Records
1	18.01.028	2016-2017	Environmental, Pest, Light Logs
1	18.01.028	2016-2017	Environmental, Pest Logs
1	18.03.013	2016-2017	General Financial Records
1	18.03.013	2016-2017	General Financial Records
1	18.01.042	2017-2018	Pest, Visitation Reports
1	18.01.042	2017-2018	Environment, Pest, Light Reports
1	18.01.028	2017-2018	Exhibit Checklist Logs
2	18.03.013	2005-2006	General Financial Records
2	18.03.013	2005-2006	General Financial Records
2	18.03.013	2006-2007	General Financial Records
2	18.03.013	2007-2008	General Financial Records
2	18.03.013	2008-2009	General Financial Records
2	18.03.013	2009-2010	General Financial Records
2	18.03.013	2010-2011	General Financial Records
2	18.03.013	2011-2012	General Financial Records
2	18.03.013	2012-2013	General Financial Records
2	18.03.013	2013-2014	General Financial Records
3	18.01.028	2016-2018	Staff Checkin Logs
3	18.03.008	2008	Contract 1776-08
3	18.03.018	2016-2017	Intern Timesheets
3	18.03.018	1999-2013	Paystubs
3	18.03.018	2013-2018	Timesheets
3	18.03.018	2012-2018	Timesheets
3	18.03.018	1999-2018	Timesheets
3	18.03.018	1997-2017	Timesheets
3	18.04.027	2016-2017	Safety Training Papers
3	18.01.029	2015-2018	Building Inspection Logs
3	18.01.004	2015-2018	Copies of City Hall Memos
3	18.04.008	2015-2018	Medical Records Wanda Gonzales Christine Romero
3	18.06.015	2005-2013	Staff Meeting Minutes
3	18.04.029	2018	Volunteer Forms
3	18.04.029	1995	Volunteer Forms
3	18.04.029	1995-1996	Volunteer Forms
3	18.04.029	1995	Volunteer Forms
3	18.04.029	1995-2004	Volunteer Forms
3	18.04.029	1997-2004	SYETP Volunteer Forms



3	18.06.015	1997	Staff Meeting Minutes
3	18.03.014	2007	NEH Grant Not Funded
3	18.03.014	2008-2010	IMLS Grant Timesheets
3	18.03.014	2013-2015	Blank Grant Applications
3	18.03.018	2017-2018	Staff Checkin Logs
3	18.03.021	2009	Failed Bid 97-18
3	18.04.019	1995-2016	Old Job Descriptions
3	18.04.027	2014-2016	Museum Training Documents
3	18.03.014	2008	IMLS Grant Not Funded
3	18.03.014	2006	IMLS Grant Not Funded
3	18.03.011	1995-2012	Removed Fixed Assets
3	18.03.009	1999-2009	Cash Donations
3	18.01.048	1994-2018	Work Order Forms
3	18.01.040	2008-2016	Advertising Correspondence and Training
3	18.01.040	2004-2006	Advertising Correspondence
3	18.01.033	2005-2017	Old Policies and Procedures
3	18.01.033	1982-2003	Other Museums Policies and Procedures
4	18.04.008	2007-2016	Medical Records Nellie Price Linda Gegick Joyce Romero
4	18.03.013	2005-2006	General Financial Records
4	18.01.001	2020-2022	Blank Forms
4	18.03.013	2013-2014	General Financial Records
4	18.03.013	2012-2013	General Financial Records
4	18.03.013	2011-2012	General Financial Records
4	18.03.013	2010-2011	General Financial Records
4	18.03.013	2009-2010	General Financial Records
4	18.03.013	2009	General Financial Records
4	18.03.013	2008-2009	General Financial Records
4	18.03.013	2007-2008	General Financial Records
4	18.01.004	2016-2020	Administrative Files
4	18.04.027	2006	Marketing Training
4	18.04.027	2006	Marketing Training
4	18.01.004	2017	Administrative Files
4	18.01.026	2015-2016	Phone Directories
4	18.01.023	2016-2018	Inventories
4	18.03.018	2017-2018	Payroll Sign Sheets
4	18.03.013	2016-2018	General Financial Records
4	18.03.013	2017-2018	General Financial Records
4	18.03.013	2017-2018	General Financial Records
4	18.03.013	2017-2018	General Financial Records
4	18.04.027	1998-2016	Training Documents
4	18.01.023	2017	Inventories
4	18.01.023	2016	Inventories
4	18.01.028	2018-2019	Exhibit Checklist Logs
4	18.01.023	2016	Inventories
4	18.01.008	2017-2020	Calendars
4	18.01.004	2019-2023	Administrative Files
4	18.01.004	1999-2022	Administrative Files

4	18.01.001	2007-2020	Not In Pursuance of Statutory Requirements
4	18.01.001	1995-2020	Blank Forms
4	18.01.001	1995-2023	Extra Copies of Materials
5	18.01.001	2016-2019	Duplicate Copies
5	18.01.001	2014	Marketing Training
5	18.03.014	2005	NMHRAB Grant
5	18.03.014	2002	NMHRAB Grant
5	18.03.014	2007	IMLS Grant
5	18.03.014	2005-2015	IMLS Grants
5	18.03.014	2008	Kerr Foundation Grant
5	18.04.017	2017-2018	Job Postings
5	18.04.017	2011-2019	Requests to Fill Vacancy
5	18.01.001	1991-2021	Duplicate Copies of Admin Regulations
5	18.01.004	2016-2017	Monthly Reports
5	18.01.004	2017-2018	Monthly Reports
5	18.04.019	2016-2022	Old Job Descriptions
5	18.03.014	2002	MAP Grant
5	18.01.001	2013-2015	Not In Pursuance of Statutory Requirements
5	18.01.001	2014	Not In Pursuance of Statutory Requirements
5	18.03.014	2004	State Records Grant
5	18.03.014	2008	IMLS Grant Implementation
5	18.01.001	2016-2023	Extra Copies of Materials
5	18.01.001	2016-2023	Not In Pursuance of Statutory Requirements
5	18.01.001	2009-2014	Not In Pursuance of Statutory Requirements
5	18.01.001	2007-2023	Extra Copies of Materials
5	18.01.001	1995-2009	Extra Copies of Materials
5	18.01.001	1996-2004	Extra Copies of Materials
5	18.01.001	2005-2018	Extra Copies of Materials
5	18.01.001	2019-2023	Extra Copies of Materials
6	18.01.004	2006-2007	Admin Files (Educator)
6	18.04.027	2011	Docent Training Docs
6	18.01.001	2011-2019	Extra Copies of Newsletters
6	18.01.004	2012-2014	Admin Reference Files (Educator)
6	18.01.004	2012	Admin Reference Files (Educator)
6	18.01.027	1999	Community Engagement Training
6	18.01.027	2012	Community Engagement Training
6	18.01.004	2011-2013	Admin Reference Files (Educator)
6	18.01.004	2011-2013	Admin Reference Files (Educator)
6	18.01.004	2013	Admin Reference Files (Educator)
6	18.04.027	2009-2019	Training Documents
6	18.01.004	2007-2013	IPM Reports
6	18.01.028	2017-2019	Collections Storage Access Logs
6	18.01.028	2016-2017	Cleaning Checklists
6	18.01.004	2016-2017	Admin Reference Files (Specialist)
6	18.01.004	2017-2018	Visitation Reports
6	18.01.004	2017-2018	Environment/IPM/Exhibit Cleaning Reports
6	18.01.004	2017-2018	Admin Reference Files (Specialist)

6	18.01.004	2016-2017	Collections Reports
6	18.01.004	2016-2017	Admin Reference Files (Specialist)
6	18.01.004	2016-2017	Admin Reference Files (Specialist)
6	18.01.004	2016-2017	Admin Reference Files (Specialist)
6	18.01.004	2016-2017	Visitation/IPM/Environment Reports
6	18.01.004	2015-2016	Admin Reference Files (Specialist)
6	18.01.001	2016-2019	Blank Forms
6	18.01.001	2005-2021	Extra Copies of Materials
6	18.01.004	2015-2023	Admin Reference Files
6	18.01.001	1995-2022	Blank Forms
6	18.01.001	2016-2023	Preliminary Drafts of Documents
6	18.01.001	2008	Extra Copy of Report
6	18.01.004	2012	Admin Reference Files (Educator)
6	18.01.004	2008-2011	Admin Reference Files (Educator)
6	18.01.004	2007	Admin Reference Files
7	18.01.003	2004-2005	Mission Statements
7	18.04.027	2011-2016	Board Trainings
7	18.01.004	2004-2014	Admin Reference Files
7	18.06.013	2009-2016	Meeting Agendas
7	18.01.001	2006-2016	Extra Copies, Board Meeting Materials
7	18.01.001	2006-2016	Extra Copies, Board Meeting Materials
7	18.01.026	1998-2006	Museum Board Roster
7	18.04.027	2000-2003	Museum Board Training
7	18.04.027	2000-2005	Museum Board Training
7	18.04.027	1996-2000	Museum Board Training
7	18.01.004	2012-2013	Admin Reference Files (Educator)
7	18.01.004	2016-2017	Admin Reference Files (Clerk)
7	18.01.004	2016-2017	Admin Reference Files (Clerk)
7	18.01.004	2016-2017	Admin Reference Files (Clerk)
7	18.03.013	2018	Easter Fair Documents
7	18.03.014	2007	Lodgers Tax Grant
7	18.01.034	1999-2004	Press Releases
7	18.01.040	2002-2016	Advertising
7	18.01.004	2010-2013	Admin Reference Files (Educator)
7	18.01.001	2018	Extra Copies, Coloring Sheets
7	18.01.004	2008-2014	Admin Reference Files (Educator)
7	18.01.004	2008-2019	Admin Reference Files (Clerk)
7	18.03.014	2008	Las Vegas Community Foundation Grant
7	18.01.004	2008-2015	Admin Reference Files (Educator)
7	18.01.001	1990	Not In Pursuance of Statutory Requirements
7	18.03.014	2009	NMHC Grant
7	18.03.014	2006	Walmart Community Grant
7	18.03.013	2012	NMAM Conference Documents
7	18.01.001	2006	Admin Reference Files
7	18.01.001	2010	Extra Copies, Interpretive Plan
7	18.01.004	1998-2007	Admin Reference Files
7	18.01.004	2008-2013	Admin Reference Files (Educator)

7	18.01.004	2012-2013	Admin Reference Files
7	18.01.004	2012-2019	Admin Reference Files
7	18.01.040	2011-2012	Advertising
7	18.01.004	2016-2020	Admin Reference Files (Specialist)
7	18.01.004	2012	Admin Reference Files (Educator)
7	18.01.001	2005	Extra Copies, Master Plan
8	18.01.004	1995	Economic Development Inventory
8	18.04.027	2010	Historian Training
8	18.01.014	2008	Correspondence
8	18.01.004	2008-2015	Admin Reference Files
8	18.03.014	2009	IMLS Grant
8	18.01.040	2010	Brochure
8	18.03.014	2009	NEH Grant
8	18.03.014	2009	Grant Research
8	18.01.004	1997-2009	Admin Reference Files
8	18.01.040	2005-2006	Advertisements
8	18.01.040	2004-2005	Advertisements
8	18.01.040	2006-2008	Advertisements
8	18.01.001	2000-2015	Extra Copies of Membership Forms
8	18.01.001	2009	Extra Copies of Interpretation Plan
8	18.03.009	1968-1990	Donations
8	18.03.009	1986-1993	Donations
8	18.01.004	1962-1969	Admin Reference Files
8	18.01.014	2007-2022	Correspondence
8	18.03.014	2001-2003	Scenic Byways Grant
8	18.03.014	2003-2006	Scenic Byways Grant
8	18.01.014	2000	Correspondence
8	18.01.014	2001	Correspondence
8	18.01.014	2002	Correspondence
8	18.01.014	2003	Correspondence
8	18.01.014	1981-2013	Correspondence
8	18.01.014	1980-1999	Correspondence
8	18.01.014	1996-1997	Correspondence
8	18.01.014	1995-2004	Correspondence
8	18.01.014	1996-2004	Correspondence
8	18.01.014	2004	Correspondence
8	18.01.014	2005	Correspondence
8	18.01.014	2006	Correspondence
8	18.01.014	2007	Correspondence
8	18.01.014	2008	Correspondence
8	18.01.014	2009	Correspondence
8	18.01.014	2010	Correspondence
8	18.01.014	2011	Correspondence
8	18.01.014	2012	Correspondence
9	18.01.004	1984-2012	Exhibits from other museums
9	18.01.004	1990	Exhibits from other museums
9	18.01.004	2003-2016	Exhibit Planning

9	18.03.013	2001-2003	National Scenic Byways Grant
9	18.03.014	1999-2000	National Scenic Byways Grant
9	18.01.004	2016-2017	Admin Reference Files (Clerk)
9	18.01.004	2016-2017	Admin Reference Files (Clerk)
9	18.01.004	2016-2017	Admin Reference Files (Clerk)
9	18.03.014	2009	NMHC Grant
9	18.03.014	2009	LANL Grant
9	18.03.008	2008	Conservation Assessment Program
9	18.03.008	2008	Conservation Assessment Program
9	18.15.006	2016	Confidential Patron Management
9	18.15.006	2017	Confidential Patron Management
9	18.03.014	2015-2016	PNM Grant Budget
9	18.03.014	2016	PNM Grant Invoices
9	18.03.013	2013	Exhibit Construction Invoices
9	18.03.013	2016	Phantoms Exhibit Invoices
9	18.01.001	2023	Extra Copies, Collections Database
9	18.01.014	2004-2013	Memos
9	18.01.014	2015-2016	Memos
9	18.09.003	2019	Fire Inspection
9	18.01.042	2018	Safety Report
9	18.01.019	2019	Incident Reports
9	18.09.003	2015	Fire Inspections
9	18.01.019	2013	Safety Report
9	18.01.019	2012	Safety Report
9	18.09.003	1992-2008	Fire Inspections
9	18.01.029	2012	Drinking Fountain
9	18.01.029	2008	Tree Trimming
9	18.03.011	1998-2013	Removed Fixed Assets
9	18.03.009	2017	Asset Donations
9	18.01.029	2015	Chevrolet Blazer Maintenance Logs
9	18.01.014	2013	Correspondence
9	18.01.001	2018-2019	Blank Forms
9	18.03.008	2017	Museum Contracts
9	18.03.008	2013	Museum Contracts
9	18.03.008	2012	Museum Contracts
9	18.03.008	2009	Museum Contracts
9	18.03.008	2003	Museum Contracts
9	18.03.014	2006	HPD Grant

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 20-27**

**A RESOLUTION TO ADOPT A MUNICIPAL RECORDS  
RETENTION SCHEDULE AND EMAIL RETENTION GUIDELINES**

**WHEREAS**, the Governing Body acknowledges that a records information management and retention policy is essential to the property maintenance, storage and destruction of all records used, created, received, maintained or held by the City of Las Vegas ("City"); and

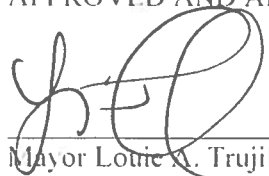
**WHEREAS**, previous schedules regarding record retention, as prepared by the New Mexico State Records and Archives Division ("NMSRAD") and utilized by municipalities throughout the State of New Mexico, have been repealed by NMSRAD; and

**WHEREAS**, the New Mexico Municipal Clerks and Finance Officers Association have developed a New Mexico Municipal Records Retention Schedule which complies with the State of New Mexico retention requirements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEW MEXICO**, that the recitals are incorporated herein by reference and the Governing Body hereby adopts the following:

1. City records shall be held in accordance with the New Mexico Municipal Retention Schedule, as attached hereto. Such schedule may be updated from time to time by the City Clerk to adhere to federal, state or local changes in retention requirements.
2. Records may be stored in electronic format, as appropriate and otherwise allowable, in accordance with guidelines established by the City Clerk.
3. Electronic mail ("Email") shall be held in accordance with the Email retention guidelines attached hereto.
4. This Resolution replaces all previous retention schedules and Email policies for the City.

APPROVED AND ADOPTED this 17<sup>th</sup> day of June, 2020.

  
\_\_\_\_\_  
Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

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

  
\_\_\_\_\_  
Scott Aaron, City Attorney

## **E-mail Retention Guidelines**

### **1. What are the retention requirements for E-Mail?**

E-mail communications relating to municipal business are part of the Municipality's records and shall be retained depending upon the nature of the document, consistent with the retention requirements for that type of document. E-mail may include public records or transitory information. Only those e-mail classified as public records in the Public Records Act, or the Municipality's adopted records retention schedules, must be retained based on established retention periods published therein. The content of e-mail may vary considerably; therefore, each e-mail shall be evaluated to determine if it meets the definition of a public record.

### **2. Which E-mail constitute public records?**

E-mail and attachments identified as public records shall be retained and stored for as long as required under the appropriate retention period provided in the Municipality's adopted records retention schedules. E-mail that are public records include but are not limited to:

- A. Policies and directives;
- B. Correspondence or memoranda that contain final directives, determinations, instructions or guidance regarding public business;
- C. Minutes of the Governing Body or Boards and Commissions, advisory groups, ad-hoc committees or work groups developing programs;
- D. Messages that authorize, establish or complete a business transaction; or
- E. Final reports or recommendations such as to the Governing Body or Boards and Commissions or produced by task forces or study groups.

### **3. Which E-mail are NOT public records?**

Non-record and transitory e-mail do not set policy, provide directives, establish guidelines or procedures nor do they certify transactions; they may be destroyed at the discretion of the user. Non-record and transitory e-mail include but are not limited to:

- A. Duplicate copies of messages sent to multiple people;
- B. Personal messages and announcements not related to official City business;
- C. Preliminary drafts of letters, reports and memoranda;
- D. Messages considered brainstorming or preliminary thought processes in nature, reflecting the exchange of ideas preliminary to the development of a final decision or position of the City;
- E. Transmittal e-mail that do not add substantive information to the attachment(s) being transmitted;
- F. Copies of documents distributed for convenience or reference;
- G. Announcements of social events, such as retirement parties;
- H. Spam (unsolicited, commercial E-mail); and
- I. Messages to or from E-mail distributions lists (listserv) not directly related to City business.

### **4. Other Considerations**

- A. E-mail should be filed in a manner that enhances accessibility and assists in records management and retention.
- B. The attachment an e-mail contains falls under records management, not the e-mail which transmits it unless the body of the email adds substantive information to the attachment.

**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.01.001		<p><b>Non-record Materials:</b> The following specific types of materials are defined as non-record and may be disposed of at the discretion of the Municipality when they have no more value/use to the Municipality.</p> <p>NOTE: All other materials either related or received in pursuance of statutory requirements or in connection with the transaction of public business which belong to the office concerned are government property and not personal property of the officer or employees concerned. Therefore, any material not included in the above definition cannot be destroyed, given or taken away, or sold without complying with all the statutory requirements specifically relating to said records.</p>	<p>A. Extra copies of documents preserved for convenience or reference. B. Blank forms, books, etc. which are outdated. C. Preliminary drafts of letters, reports and memoranda which do not represent significant basic steps in preparation of record documents. D. Notes, audio and video recordings which have been transcribed, except where noted on municipal retention schedule. E. Routing and other interdepartmental forms which do not add any significant material to the activity concerned. F. Stocks of publication and processed documents preserved for supply purposes only. G. Form and guide letters, sample letters, form paragraphs. H. Materials neither made nor received in pursuance of statutory requirement nor in connection with the functional responsibility of the Municipality.</p>	None	General	1.15.3.101	
18.01.002		<p><b>Administrative Files (Manager/Department Head):</b> Records documenting actions of a Department director. These records reflect administration of policy, coordination of Department functions, and management of program activity.</p>	<p>Files may include memoranda and reports concerning municipal or department policy, organizational and program development records, and non-routine fiscal data, and personnel information.</p>	5 years	General	1.15.3.106	
18.01.003		<p><b>Administrative Policies:</b> Prescribed standards which are specific to the function and purpose for which the municipality or department was created and exists.</p>		Until superseded by new code	General	1.15.3.115	
18.01.004		<p><b>Administrative Reference Files (Non-executive levels):</b> Routine office management files retained below the executive or department head levels.</p>	<p>Topics include such subjects as: job activities, program material, general office information, professional associations, charitable affairs, parking for staff, disaster preparedness, and other related topics. Included are convenience copies of memoranda, reports, printed matter, and other reference materials.</p>	until no longer needed for reference	General	1.15.3.107	
18.01.005		<p><b>Americans with Disabilities (ADA) Accommodations:</b> Records related to accommodations for disabilities under the Americans with Disabilities Act</p>	<p>File may include grievances, investigations and resolutions.</p>	3 years after file close	General	1.19.8.115	

(Any records not specifically addressed herein shall be retained in accordance with applicable law.)



## New Mexico Municipal Records Retention Schedule - 10-18-2018

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.01.006		<b>Americans with Disability (ADA) Compliance Files:</b> Records concerning the Americans With Disabilities Act.	File may contain ADA plan, policies, grievance procedures, grievances, resolutions, etc.	Until superseded or 1 year after affected grievances have been resolved closed	General	1.19.8.115	
18.01.007		<b>Appraisals - Valuation:</b> Records related to appraisals for valuation.	Example: property appraisal, etc.	5 years after file close	General	1.15.3.207	
18.01.008		<b>Calendars and Schedules:</b> Records used to keep track of work related events and commitments of Municipal staff members or department calendar of events.	Record includes daily appointment books, calendars, and other records indicating dates for meeting and work activities. Also includes calendars of events and electronic calendars and schedules	Until no longer needed for reference.	General	1.15.3.134 1.15.3.135	
18.01.009		<b>Code of Conduct:</b> Prescribed standards which are peculiar and appropriate to the function and purpose for which the Government or Department was created and exists.		Until superceded by new code then review for historical value	General	1.15.3.152	
18.01.010		<b>Committee Files, Ad Hoc:</b> Records concerning committees that do not meet the definition of a public body, as defined by the Open Meetings Act (10-15-1B, NMSA 1978), with which the municipality-deals. (These committees do not formulate public policy, or discuss public business or take any action which the committee has authority to take.)	Files may contain minutes of meetings, reports, notifications, correspondence, memoranda, related documentation, etc.	Until no longer needed for reference.	General	1.15.3.113	
18.01.011		<b>Complaint Files:</b> Records related to complaints by the public relating to policies, procedures or business practices	File may include filing forms, recommendations, evaluations by staff, responses, resolution, etc.	1 year after close of file	General		
18.01.012		<b>Construction Project Files:</b> Records include capital project construction files.	Files may include construction plans or technical drawings. Example: Capital Improvement Plan (CIP) Projects. NOTE: Access to documentation of restricted/security areas shall be limited to authorized personnel only.	Permanent	General	1.15.3.126 1.19.8.109	
18.01.013		<b>Correspondence (Elected/Executive Level):</b> Correspondence related to the municipal administration. NOTE: This record group includes the correspondence files of all elected and appointed officials.	Communications concerning coordination of programs, policy, and responsibilities of a non-routing nature that impact on the municipality or its departments.	2 years after close of fiscal year in which created then review for historical value	General	1.15.3.108	

(Any records not specifically addressed herein shall be retained in accordance with applicable law.)

**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.01.014		<b>Correspondence (Staff Level):</b> Routine correspondence created or retained below the level of Department head and division levels.	Letters and memoranda reflect communication regarding program procedures, general work activities, and responses to information requests.	1 year after close of fiscal year in which created	General	1.15.3.109	
18.01.015		<b>Denied, Rejected or Withdrawn Records:</b> Records which are incomplete, have no merit or have been denied, rejected or withdrawn.	Example: public records request, denied bid or request for proposal, variance request, zoning map amendment, infrastructure development plans, conditional use permits, etc.	2 years after file close	General	1.15.3.708	
18.01.016		<b>Equipment and Supplies:</b> Records related to equipment, including software.	File may contain operating manuals, warranties, related documentation, correspondence, memoranda, etc. Example: traffic signal equipment, well pumps, fire hydrants, pump curves, etc.	3 years after disposition of equipment	General	1.15.3.129	
18.01.017		<b>Facility Use Agreements:</b> Records concerning the use municipal facility by an outside party.	File may contain request, approval, schedule, copy of organizational bylaws, etc.	4 years after termination of agreement	General	1.19.8.551	
18.01.018		<b>Feasibility Studies:</b> Studies requested/conducted prior to the acquisition, installation, implementation, and or purchase of new technologies, equipment, properties, projects, etc. NOTE: Studies may be incorporated into other files (i.e. project files).		5 years after completion or cancellation of study.	General	1.15.3.151	
18.01.019		<b>Incident Files:</b> Records concerning occurrences such as injuries to members of the public occurring on municipal property or damage to private property by municipal employees.	File may contain incident report, damage survey report, cost estimates, photographs, witness statements, etc. Includes bomb threat reports, damage to equipment or property, etc.	3 years after file close	General	1.15.3.501	
18.01.020		<b>Indexes and Finding Aids:</b> Indexes, lists, registers, and other finding aids used to provide access to records.	Example: Legal Case Index	Until superseded or until related records are destroyed.	General	1.15.3.149 1.15.3.404	
18.01.021		<b>Insurance Claims:</b> Records concerning claims filed against insurance carried by the municipality.	Records of the amounts recovered from insurance companies in connection with losses and of claims against insurance companies, including reports of losses and supporting papers. Example: tort claim, etc.	3 years after case closed or until settlement agreement terms are met	General	1.15.3.201	

(Any records not specifically addressed herein shall be retained in accordance with applicable law.)

### New Mexico Municipal Records Retention Schedule - 10-18-2018

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.01.022		<b>Insurance Policies:</b> Records concerning municipal insurance coverage.	File includes policies for building and contents, equipment, automobiles, workers compensation, group health, certificates of liability, etc.	10 years after expiration of policy provided no claims/suits pending	General	1.15.3.201 1.15.3.202	
18.01.023		<b>Inventories:</b> Records related to the control of supplies and stock inventory.	Example: Supply list, Annual Inventory of Zoo Animals	3 years after audit report	General	1.15.3.129 1.19.8.932	
18.01.024		<b>Joint Powers Agreements:</b> Written contractual agreement entered into between two or more public agencies subject to any constitutional or legislative restrictions imposed upon any of the contracting public agencies. (Joint Powers Agreement Act, 11-1-1 to 11-1-7 NMSA 1978)		10 years after termination of agreement	General	1.15.3.145	
18.01.025		<b>Leases:</b> Leases and related records, does not include mineral leases.		3 years after close of file	General	1.15.3.125	
18.01.026		<b>Lists and Directories:</b>	Includes mailing lists, telephone directories and rosters compiled by the department. Example: Employee listing, mandatory employee training list. etc.	Until superseded	General	1.15.3.136	
18.01.027		<b>Logs - Fiscal:</b> Records documenting fiscal events or used to monitor or control.	Example: Abandoned Vehicle, Traffic Ticket, etc.	3 years after audit released	General	1.19.8.955	
18.01.028		<b>Logs - General:</b> Records documenting events relevant to a particular system and used to monitor or control.	Example: Telephone, Contract/Agreement, Employee Number, Equipment & Vehicle Maintenance, Legal Case, Wrecker/Impound, Detention Work Activity File, etc.	Until no longer needed, then review for historical value	General	1.15.3.132 1.15.3.306 1.15.3.403 1.15.3.510 1.15.7.112 1.19.8.820 1.19.8.861	
18.01.029		<b>Maintenance &amp; Repair:</b> Records related to the maintenance and repair of municipal owned and operated buildings, facilities and grounds.	File may include work orders, maintenance reports, related documentation, correspondence, memoranda, service agreements, etc.	3 years after date of last entry	General	1.15.3.128 1.15.3.133 1.19.8.306	
18.01.030		<b>Maps, Drawings and Plans:</b> Maps and surveys of municipal owned assets including property, facilities, buildings and infrastructure. Information concerns roads, property lines, corners, monuments, road marker placements, structures, sites, and other related data.	Show streets, developments, subdivisions, traffic, population, utility services, sectors, neighborhood plans, etc. Example: Election district maps, municipal boundaries, etc.	Permanent	General	1.15.3.127	

(Any records not specifically addressed herein shall be retained in accordance with applicable law.)

**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.01.031		<b>Material Safety Data Sheets (MSDS):</b> Records concerning safety information on chemical products used by the staff.	Access to documentation of restricted or security areas (i.e., correctional facilities, museum and archival vaults, etc.)	30 years after discontinuance of substance per 29 CFR 1910.1020(d) (1)(ii)(B)	General	1.15.3.208	
18.01.032		<b>Photographs:</b> Photographic proofs and negatives of Department activities.	shall be limited to authorized personnel only.	Until no longer needed for reference then review for historical value	General	1.15.5.124	
18.01.033		<b>Policies and Procedures:</b> Manuals of policies and procedure prepared and published for the guidance of public officers and employees engaged in operations required for the efficient operation of government,	File may include procedures for acquiring space, budgeting, accounting, purchasing, contracting, vouchering, printing, appointment and dismissal of employees, record maintenance, etc.	Until superseded by new manual of procedure	General	1.15.3.114	
18.01.034		<b>Press and News Releases:</b> Records related to official government press, news releases and notices.	Example: press releases	Until no longer needed for reference, then review for historical value	General	1.15.3.123	
18.01.035		<b>Primary Mission Records:</b> Files concerning the establishment of the municipality, its development and policies, its progress, operation summaries, plans for the future development, incorporation, historic records etc.		Permanent	General	1.15.3.103	
18.01.036		<b>Project Control File, Non-construction:</b> Memoranda, reports and other records documenting assignments, progress, and completion of projects.		1 year after close of fiscal year in which project completed or canceled	General	1.15.3.150	
18.01.037		<b>Property Assessments:</b> Records concerning the assessment of real property (lien) initiated by petition or declaration of imminent domain to improve or develop community infrastructure.	Files may contain petitions, correspondence, memoranda, assessment value documentation, challenges to assessed values, final action of governing body, etc.	3 years after close of fiscal year in which final action taken	General	1.19.8.206	
18.01.038		<b>Property Files:</b> Records of real property owned or used by municipality.	Information includes description and location of the property, maps, sale agreements, land acquisition forms, deeds, title insurance and related correspondence. Also includes easements, right-of-ways and appraisals, Example: water rights	Deeds and related documentation: Permanent. After property is sold, disposed of, or relinquished, review for historical value.	General	1.15.3.125	

(Any records not specifically addressed herein shall be retained in accordance with applicable law.)

## New Mexico Municipal Records Retention Schedule - 10-18-2018

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.01.039		<b>Public (IPRA) Records Files:</b> Records concerning requests to provide records.	File may include procedures, custodian of record appointment, requests to review/copy documents, copies of denial to review/copy documents, copies of memoranda extending time to respond to request, copies of memoranda stating that this Department is not responsible for maintaining record requested and is forwarding request to appropriate custodian, etc.	1 year after file close	General	1.15.3.708	
18.01.040		<b>Publicity and Promotions:</b> Records related to marketing of the municipality including, but not limited to, advertising and public relations with the media including newspapers, television and magazines	File may include biographies, newspaper clippings, promotional materials, bulletins, broadcast scripts, photographs, visual documentation, and other related items. Example: Community Development Report	Until no longer needed for reference, then review for historical value.	General	1.15.3.121 1.15.3.208	
18.01.041		<b>Reference Files:</b> Records related to information received from other agencies, commercial or private entities and other reference materials which are maintained solely for ease of access and reference. Reference files are also departmental copies of records and reports from finance, human resources, administration, etc.	Files may include convenience copies of memoranda, reports, subject files and other reference materials. Example: Conference or workshop attended file, etc.	Until no longer needed for reference Finance files: until audit report released	General	1.15.3.102	
18.01.042		<b>Reports - General</b>	Includes state required quarterly and annual reports for various City activities, routine and interim reports, and departmental annual reports.	2 years after date file closed	General	1.15.3.117	
18.01.043		<b>Reports - Injuries:</b> Records related to reports of injuries resulting in no action or claim.	Includes notice of accident, etc.	2 years after date of accident report	General	1.15.3.118	
18.01.044		<b>Security and Access:</b> Records related to security and access	Example: visitor control files, detention visitor control files, key accountability records, security gate entrance card files, etc.	3 years after date file closed	General	1.15.3.122 1.15.3.511 1.15.3.512 1.19.8.857 1.19.8.957	
18.01.045		<b>Speeches, Elected Officials:</b> Speeches and presentations given by executive level personnel and related records.	Speeches concern program procedure, work activities, and related concepts.	Until no longer needed for reference, then review for historical value.	General	1.15.3.137	
18.01.046		<b>Transportation and Trip Permits:</b> Records related to transportation and trip permits, travel.	File may include date, vehicle number, destination, persons traveling, etc. Example: trip ticket	3 years after date file closed	General	1.15.5.314	

(Any records not specifically addressed herein shall be retained in accordance with applicable law.)

**New Mexico Municipal Records Retention Schedule - 10-18-2018**

<b>Record No.</b>	<b>LO</b>	<b>RECORD SERIES NAME</b>	<b>DESCRIPTION/ EXAMPLES</b>	<b>RETENTION</b>	<b>Department</b>	<b>Old No.</b>	<b>NOTES</b>
18.01.047		<b>Video Recordings:</b> General or documentary films produced by the municipality.		Until informational value ends, then transfer to archives for review	General	1.15.3.122	
18.01.048		<b>Work Orders:</b> Records related to work and job orders for repair and maintenance of property, IT support, etc.	Example: IT Service request/ticket, utility customer service, etc.	1 year from date file closed	General	1.15.3.133 1.15.3.801 1.19.8.554	
18.02.001		<b>Legal Case Files:</b>	Records may contain complaints, court order, motion, pleadings, notes, briefs, releases, investigative reports, investigative activity logs, transcripts, closing sheets, correspondence, memoranda, etc. NOTE: Case files involving real property where the state has an interest shall be retained for 10 years after case closed or until state no longer has an interest, whichever is longer.	10 years after case closed <i>Confidential: 14-2-1 NMSA 1978, 32A-1-3.B NMSA 1978, 32A-2-32 NMSA 1978, 32A-3B-22 NMSA 1978, 32A-4-33 NMSA 1978, 32A-5-8 NMSA 1978, and 32A-6-15 NMSA 1978</i>	Legal	1.15.3.401	
18.02.002		<b>Legal Case Files - Juveniles:</b>		10 years after case closed or until any minor involved attains age 21, whichever is longer <i>Confidential: 14-2-1 NMSA 1978, 32A-1-3.B NMSA 1978, 32A-2-32 NMSA 1978, 32A-3B-22 NMSA 1978, 32A-4-33 NMSA 1978, 32A-5-8 NMSA 1978, and 32A-6-15 NMSA 1978</i>	Legal	1.15.3.401	
18.02.003		<b>Legal Opinions:</b> Records requesting legal office to render or issue an opinion.	File may contain request, opinion, relating documentation, correspondence, memoranda, etc.	Permanent	Legal	1.15.3.405	

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**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.03.001		<b>Accounts Payable:</b> Records relating to accounts payable including, but not limited to, purchasing and reimbursements.	File may include invoices, checks, vouchers, warrants, check registers, correspondence, memoranda, reports, transaction register, encumbrance documents, open purchase order report, payment request, etc. Example: Confidential Source Payment Files, etc.	3 years after audit report	Finance	1.15.3.131 1.15.5.304 1.15.5.309 1.15.5.310 1.15.5.311 1.15.3.312 1.15.5.313 1.15.5.316 1.15.5.317	
18.03.002		<b>Accounts Receivable:</b> Records concerning payments made to the municipality for goods and services and or other revenue sources.	File may include receipts, deposit slips, bank statements, correspondence, invoices for services/goods supplied by the municipality, memoranda, daily cash reports, reconciliation of cash transactions, monthly revenue report, utility payment stubs, utility billing register, etc.	3 year after audit report	Finance	1.15.5.202 1.15.5.203 1.15.5.204 1.15.5.205 1.15.5.206 1.15.5.207 1.15.5.508 1.15.5.566 1.19.8.557	
18.03.003		<b>Audit Reports:</b> Printed report documenting the annual audit of funds. These reports, prepared by an outside accounting firm, are categorized by the various offices and further classified by accounts to which they relate. This series also includes semiannual and special audits.	Information includes balance sheet, summary of revenue and expenditures, cash balances, statement of taxes, statement of delinquent taxes, statement of other receipts, statement of fines and fees.	Permanent	Finance	1.15.5.510	
18.03.004		<b>Budget - Operating:</b> Records related to the request, recommendation and approved annual budget.	File includes workpapers used in preparing the operating budget, budget adjustment requests, budget request, monthly status report,	3 years after audit report	Finance	1.15.5.101 1.15.5.102 1.15.5.103 1.15.5.104 1.15.5.105	
18.03.005		<b>Collections:</b> Records related to collections of funds including, but not limited to, bankruptcy.		3 years after audit report	Finance		
18.03.006		<b>Construction Grant Records:</b>	File may include grant administration files, consultant contracts, submittals, construction records, grant funds, cash flow, etc. Example: Capital Improvement Plan (CIP) projects	10 years after completion of project	Finance	1.19.8.109	
18.03.007		<b>Contract Tax File (Form 1099):</b> Records concerning the reporting to the IRS on monies paid out by agency on technical and professional service contracts.		1 year after termination of contract, provided audit report released	Finance	1.15.5.319	

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**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.03.008		<b>Contract and Agreement:</b> Records concerning contracts let through bid by the Purchasing Department, technical/professional services contracts, lease/rental contracts, agreements, etc.	File may include contract/agreement, bid information, contract/agreement specifications, correspondence, memoranda, etc. Example: Maintenance Service Agreement, etc.	4 years after termination of contract or agreement	Finance	1.15.3.128 1.15.5.305	
18.03.009		<b>Donations:</b> Records related to donations of funds and assets to or from a government entity.	File may include correspondence, gift agreement, etc.	3 years after audit report	Finance		
18.03.010		<b>Employer's Quarterly Federal Tax Return File (Form 941):</b> Records concerning municipality's reporting of federal taxes withheld.	File contains employer's quarterly federal tax return (Form 941) and associated worksheet.	10 years after calendar year created	Finance	1.18.341.415	
18.03.011		<b>Fixed Assets:</b> Records related to the control of fixed assets.	File may contain item description, item location, identification number, date of acquisition, original cost, depreciation, etc.	3 years after audit report	Finance	1.15.5.509	
18.03.012		<b>Garnishments:</b> Records concerning determination and initiation of garnishment deductions to employee payroll.	File may include write of garnishment, check-write gross to net record, IRS levy, form letters to paralegal, correspondence, etc.	3 years after termination of employee	Finance	1.15.6.108	
18.03.013		<b>General Finance Records:</b> Records concerning the accounting of municipal funds	Includes detail general ledger report, journals, ledgers, account transfer orders, journal vouchers, quarterly DFA report, opening cash balance reports,	3 years after audit report	Finance	1.15.5.304 1.15.5.309 1.15.5.314 1.15.5.501 1.15.5.502 1.15.5.505	
18.03.014		<b>Grant Administration Files:</b> Records concerning contracts and grants received by the municipality. Also includes redistribution of grant funds by the municipality.	Records include block grants (CDBG), negotiated grants, federal agency grants, state agency grants (i.e., agency on aging), entitlement grants, etc. Files may contain municipality's application for grant, grant award notification, applications to the municipality for sub-grant monies, copies of sub-grant award notifications, sub-grantee expenditure reports, copy of final expenditure report, reports as required by grant, etc.	6 years after termination of grant	Finance	1.15.5.208 1.19.8.209	
18.03.015		<b>HUD Reporting File:</b> Copies of reports required by and submitted to HUD.	File may include accounts reconciliation, budget, statistical, assessment, evaluation, etc.	3 years after close of fiscal year in which created	Finance	1.19.8.307	

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### New Mexico Municipal Records Retention Schedule - 10-18-2018

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.03.016		<b>Internal Audit File:</b> Internal audits of municipal programs, operations, and of external contractors and grantees (ex. Lodger's tax audit). This record series does not include municipality's external audit report.	File may contain audit plan, entrance or exit conference documentation, procedure questionnaires, correspondence, memoranda, supporting documentation, and final audit report.	5 years after close of fiscal year audited	Finance	1.15.3.148	
18.03.017		<b>Non-Tax Transaction Certificates:</b> Non-tax certificates issued through the municipality for the purchase of goods or services.		1 year after last transaction or until audit released NOTE: new certificates are issued by Taxation and Revenue every 10 years, 7-9-43D, NMSA 1978	Finance		
18.03.018		<b>Payroll Files:</b> Records documenting wages paid to employees for services rendered, deductions, etc.	Information includes name of employee, social security number, date of check, hourly or salaried amount, overtime, number of hours worked, deductions, . etc. File may include: time sheets, time cards, leave records, overtime file, miscellaneous deductions (United Way, Credit Union, etc.), personnel action forms, payroll vouchers, payroll sign-out sheets, warrants, checks, trial payroll, bi-weekly or monthly payroll register (excluding the year-end report), monthly benefit remittance, employee year-to-date report, personnel action/status change request, etc.	3 years after audit report	Finance	1.15.3.142 1.15.5.402 1.15.5.404 1.15.5.405 1.15.5.406 1.15.5.407 1.15.5.408 1.15.7.105 1.15.7.708	
18.03.019		<b>Payroll Register, Year End Report:</b> Documents wages paid to employees for services rendered. Information includes name of employee, social security number, date of check, hourly or salaried amount, overtime, number of hours worked, deductions, etc.		55-years after date created	Finance	1.15.5.404	
18.03.020		<b>Petty Cash Fund Files:</b> Records concerning the use of petty cash monies.	File may include petty cash request, petty cash vouchers, petty cash canceled checks, petty cash bank statements, receipts, cash reconciliation, etc.	Until Audit Report released	Finance	1.15.5.511	
18.03.021		<b>Purchasing:</b> Records concerning the purchase of goods and services for the municipality.	File may include purchase documents such as bids, quotes, request for proposals (RFP), requisitions, purchase orders, etc. NOTE: some purchasing documents also be part of the Accounts Payable file.	3 years after audit report	Finance	1.15.5.302 1.15.5.303 1.15.5.307 1.15.5.308	

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**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.03.022		<b>Reports - Accounting:</b> Records related to accounting processes and controls.	Example: DFA Quarterly Report, etc.	3 years after audit report	Finance		
18.03.023		<b>Signature Authorizations:</b> Record authorizing person to sign fiscal documents, personnel documents, etc.		1 year after close of fiscal year in which no longer authorized	Finance	1.15.3.140	
18.03.024		<b>Surplus and Disposal:</b> Records related to the disposal of surplus equipment.	File may contain inventories, records of disposal, accounting information, related documentation, correspondence, memoranda, etc.	3 years after audit report	Finance	1.15.3.130	
18.03.025		<b>Vendor Management Files:</b> Records related to management of vendors.	Files may contain vendor name, address, etc.	3 years after file close	Finance	1.15.5.301	
18.03.026		<b>W-2 Reports:</b> Employer's copy of employees' total earnings and withholdings for the calendar year reported to the Internal Revenue Service.	Information includes employer's name and address, employee's social security number, federal income tax withheld, FICA taxes withholding	5 years after close of calendar year for which created	Finance	1.15.5.409	
18.04.001		<b>Background Investigations - Hired:</b> Records concerning the work and personal history of hired employees.	File may include application, authorization, investigation, final report, etc.	3 years after employee terminated or retired <i>Confidential: 14-2-ID, NMSA 1978</i>	Human Resources	1.15.7.103	
18.04.002		<b>Background Investigations - Not Hired:</b> Records concerning the work and personal history of prospective employees.	File may include application, authorization, investigation, final report, etc.	3 years after investigation <i>Confidential: 14-2-ID, NMSA 1978</i>	Human Resources	1.15.7.103	
18.04.003		<b>Classification And Compensation Plan:</b>	File may include specification number, salary range, abbreviated title, full title, etc.	3 years after superseded	Human Resources	1.15.7.122	
18.04.004		<b>Classification Study Files:</b> Special studies for proposed classifications;	File may include but are not limited to job description, task statements, methodology, description of study, salary surveys, relative correspondence, etc.	10 years after study is superseded	Human Resources	1.15.7.119	
18.04.005		<b>Drug and Alcohol Abuse Program Files:</b> Records concerning the administration of the agency's alcohol and drug abuse program.		3 years after close of fiscal year in which created	Human Resources	1.15.3.141	
18.04.006		<b>Drug &amp; Alcohol Testing:</b> Records related to drug and alcohol testing of employees	May include explanations/challenges of confirmed positive test results	1 year from date of determination <i>Confidential: 14-2-I.A, NMSA 1978</i>	Human Resources	1.15.6.121	

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**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.04.007		<b>Employee Eligibility Verification (FORM I-9) Files:</b> Records documenting the employer's determination, verification and re-verification of eligibility that an employee is authorized to work in the United States.	File may include form I-9 (i.e., employee name, address, date of birth, social security number, attestation of citizenship, etc.), copy of social security card, copy of employment authorization with photo, copy of driver's license, copy of birth certificate, copy of U.S. citizenship identification card, etc.	3 years from date of hire or 1 year from date of separation of employment, whichever is later (8 CFR 274A.2) <i>Confidential: Portions of this record may be confidential pursuant, but not limited to, 5 USC, Section 552a (i.e., social security number).</i>	Human Resources	1.15.7.120	
18.04.008		<b>Employee Medical Records:</b> Records related to employee medical records excluding cases of hazardous material exposure.	File may contain employee physical (pre-and/or post-employment), psychological reports, return to work forms, vaccination records, etc.	3 years after employee terminated <i>Confidential: 14-2-1.A, NMSA 1978</i>	Human Resources	1.15.6.1271. 15.6.130	
18.04.009		<b>Employee Medical Records - Hazardous Materials:</b> Records related to employee medical records specific to cases of hazardous material exposure.		30 years after separation from employment	Human Resources		
18.04.010		<b>Equal Employment Opportunity (EEO) Statistics Annual Printout:</b>		Permanent	Human Resources	1.15.7.126	
18.04.011		<b>Equal Employment Opportunity (EEO) and Affirmative Action - Compliance Reviews:</b>		5 years after file closed	Human Resources	1.15.3.143	
18.04.012		<b>Equal Employment Opportunity (EEO) and Affirmative Action - Other records:</b>		2 years after date created <i>Confidential: 10-15-1, NMSA 1978.</i>	Human Resources	1.15.3.143	
18.04.013		<b>Equal Employment Opportunity (EEO) and Affirmative Action Plans:</b> Required annual by state and federal law, these are department assessments of internal employment practices with specific policies and procedures designed to eliminate the effects of institutional discrimination.		3 years after issued or until no longer needed for reference	Human Resources	1.15.7.125	

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**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.04.014		<b>Equal Employment Opportunity and Affirmative Action - Regulations and Policies:</b> Records concerning agency's affirmative action/equal opportunity program.	File may include regulations and guidelines, policies, reports, studies, correspondence, and related records.	Until obsolete or superseded, then review for historical value	Human Resources	1.15.3.143	
18.04.015		<b>Grievance and Complaint Files, Employee:</b> Records related to filing of grievances and investigations related to employees.	File may include complaint or grievance, correspondence, investigation, summary of hearing, exhibits, committee decisions, transcripts, resolutions, depositions, etc. Example: Affirmative Action or EEO complaint, Collective Bargaining grievance, etc.	3 year after file closed	Human Resources	1.15.7.127	
18.04.016		<b>Group Insurance Employee Files:</b> Records concerning individual employee policy holders' records.	File may contain waiver and enrollment forms for group insurance in effect	3 years after employee terminated or retired, or 3 years after termination of effective period. <i>Confidential: 14-6-1, NMSA 1978</i>	Human Resources	1.15.3.202	
18.04.017		<b>Hiring and Recruitment:</b> Records concerning the hiring/recruitment of municipal employees. May include promotional and transfer opportunity notices.	File may contain job posting, applications for employment, interview questions, list of applicants, correspondence, search committee findings and recommendations, etc. May also include promotional and transfer opportunity notices.	3 years after file close	Human Resources	1.15.3.120 1.15.3.144 1.15.6.137 1.15.7.111	
18.04.018		<b>Human Resources Memoranda:</b> Personnel office memoranda		Permanent	Human Resources	1.15.7.124	
18.04.019		<b>Job Description:</b>	File includes job title, definition, supervision and guidelines, examples of work performed, distinguishing characteristics, minimum qualifications, working conditions.	Once new description is issued	Human Resources	1.15.7.116	
18.04.019		<b>Labor Relations:</b> Records related to labor relations and collective bargaining.	Files may contain copy of certification of labor organization as the exclusive representative of employees, mediation documentation and recommendations, agreements, grievances, etc.	3 year after file closed	Human Resources	1.19.8.116	

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**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.04.020		<b>Municipal Organizational Charts:</b> Records that reflect the organizational structure of the municipality and its departments.	Information includes a diagram, which shows a systematic and symbolic arrangement of an agency's divisions and program areas by name and function.	Until superseded and until no longer needed for reference, then transfer to archives	Human Resources	1.15.3.104	
18.04.021		<b>Personnel Action/ Status Change Request:</b>	May include rate changes, hires, transfers, promotions, terminations, and employee address update.	3 years after file close	Human Resources	1.15.7.121	
18.04.022		<b>Personnel Files:</b> Records concerning an individual's employment with the municipality.	Includes application for employment, resume, transcripts, personnel action/ status change form, job description, test grades, education certificates of completion, performance evaluations, disciplinary actions, commendations, recommendations, disclaimers, background investigation records, law enforcement oath of office, etc. <i>Note: Matters of opinion are confidential per 14-2-1(3), NMSA 1978</i>	55 years after employee terminated or retired	Human Resources	1.15.7.101	
18.04.023		<b>Retirement Records - PERA:</b> Records related to retirement contributions of employees to PERA.	File may contain PERA application, certification, changes, refunds, financial ledger, correspondence, etc.	3 years after employee terminated or rehired	Human Resources	1.15.7.106	
18.04.024		<b>Retirement Records - Non-PERA:</b> Record related to membership in retirement funds and plans for retired employees not PERA.		70 years after employee's date of birth or 6 years after deceased	Human Resources	1.15.7.106	
18.04.025		<b>Surety Bond - Claims:</b> Records concerning claims filed against a surety bond policy.		3 years after case closed	Human Resources	1.15.3.204	
18.04.026		<b>Surety Bond - Policy:</b> Records concerning surety bond coverage of agency employees and persons acting on behalf of or in service to the agency in any official capacity	File may contain certificates of surety	10 years after expiration of policy, provided no claims or suits pending.	Human Resources	1.15.3.204	
18.04.027		<b>Training Material:</b> Records related to conferences, workshops or courses conducted by municipal personnel.	File may contain agendas, programs, handouts, reports, training materials, list of attending employees, critiques, questionnaires, correspondence, memoranda, related documentation, etc. Example: Crime prevention instruction, etc. Note: Certificates of completion become part of employee's personnel file.	3 years after course conducted	Human Resources	1.15.3.122 1.15.3.138 1.15.7.128 1.19.8.823	

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**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.04.028		<b>Unemployment Compensation Claims - Quarterly Printout:</b> Report compiled from records maintained by Employment Security Department.	File may contain name, social security number of claimant, eligibility, paid benefits, etc.	3 years after audit released	Human Resources		
18.04.029		<b>Volunteers:</b> Records related to volunteers.	File may contain application, liability waiver, releases, etc.	1 year after audit released	Human Resources		
18.04.030		<b>Worker's Compensation Claims:</b>	File may contain copies of investigation reports, notice of accident, medical and documentation reports, copies of medical bill submitted by claimant, record of paid benefits, etc.	3 years after end of calendar year in which file closed <i>NOTE: Claim files containing health information are confidential. (14-6-1, NMSA 1978)</i>	Human Resources	1.15.3.205	
18.05.001		<b>Data backup:</b> Files stored in cloud based systems or other mass storage media as backup to working files or archives of past data.		Until replaced by more current backup or until archives are no longer needed for reference.	Information Technologies	1.15.3.301	
18.05.002		<b>Network Security Audit Files:</b> Records documenting security audits conducted on electronic information systems.	Files may include risk assessment report, business process analysis, final audit report and determinations, correspondence, etc.	5 years from date of final report <i>Confidential: Portions of this record may contain confidential information pursuant, but not limited to 44 U.S.C. 3544(a)(1)(A).</i>	Information Technology	1.15.3.300	

(Any records not specifically addressed herein shall be retained in accordance with applicable law.)

**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.05.003		<b>Systems and Networks:</b> Software and documentation for operation systems.	Files may include data systems specifications, systems test documentation, file specifications, user guides, output specifications, reports, and information retrieval data. Proprietary software is confidential (copyright, protection of rights, 17 USC, section 102,106, and 117). System test documentation for approved systems may be destroyed one year after completion of testing.	1 year after discontinuance of system, provided all magnetic data files are authorized for disposal or transferred to new or alternate system	Information Technologies	1.15.3.301	
18.05.004		<b>Web Management:</b> Records related to management of public websites including, but not limited to, design, graphics, formats and links. The overall design of a website, which can encompass hardware and software, consisting of the how the components are designed, connected to, and operate with one another. The architectural design also contains information on the development and maintenance of informational or transactional websites that may contain documentation on the platform and associated software necessary to operate and maintain an internet or intranet presence.	Records and information hosted electronically and accessible through the internet or intranet. File may contain web platform or software.	1 year after discontinuance of the system.	Information Technology	1.15.3.306	
18.05.005		<b>Web Management - Content:</b>	A website may contain information regarding the mission of an agency or the reason for the establishment of a web presence. The website may contain replicated information from an agency such as, names of staff, announcements of meetings, calendar of events, press releases, annual reports, strategic plans, surveys, images, multimedia, audio, transactional forms or pages (e-commerce), etc. The website may also contain unique information found only on the website.	1 year after site is updated or changed	Information Technology		
18.05.006		<b>Web Management - Transactional web site:</b>	File may contain or support transaction such as registrations, purchases, etc.	3 years after site is updated or changed.	Information Technology		
18.06.001		<b>Assessments and Taxes:</b> Records concerning the various levies imposed by ordinance.		3 years after close of fiscal year in which assessment is paid	Clerk	1.15.5.201	

(Any records not specifically addressed herein shall be retained in accordance with applicable law.)

**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.06.002		<b>Business License and Business Registration:</b> Rccords concerning the issuance of business licenses and/or business registrations.	Files may contain application for license or registration, fee receipts, license or registration stub, correspondence, memoranda, etc.	3 years after close of fiscal year in which license issued	Clerk	1.19.8.105 1.19.8.106	
18.06.003		<b>Claim of Lien:</b> Rrecords concerning liens placed against private property for services rendered by the municipality.	Files may contain claim of lien, assessment table, copy of notice of public hearing, copy of notice of violation, court order, copy of work order, copy of billing, release of lien, correspondence, memoranda, etc.	6 years after lien release	Clerk	1.19.8.117	
18.06.004		<b>Election Campaign Contribution Reports:</b> Records concerning the contribution to fund campaigns of candidates or special issues.	Reports may show name of contributor, amount of contribution, candidate name, etc.	2 years after election date or until termination of office, whichever is longer	Clerk	1.19.8.154	
18.06.005		<b>Election District Files:</b> Records concerning the creation of election voting districts.	Files may contain petitions, census information, boundary proposals, public hearing information, consultant information, contractual documentation, copies of ordinance adopting voting districts, final district delineation, district maps, etc.	2 years after superseded by new redistricting	Clerk	1.19.8.151	
18.06.006		<b>Election Administration - Ballots:</b> Ballots and voting material from regular and special municipal elections.	Files may include ballots, voting machine permits, application for absentee ballots, absentee ballots and envelopes, sample ballots, etc.	45 days after canvass or resolution of contest or recount (1-12-69B, NMSA 1978)	Clerk	1.19.8.153	
18.06.007		<b>Election Administration - Canvass:</b> Record showing the official results from regular and special municipal elections.	The official canvass is filed in the minute book of the municipality.	Permanent	Clerk		

(Any records not specifically addressed herein shall be retained in accordance with applicable law.)



## New Mexico Municipal Records Retention Schedule - 10-18-2018

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.06.008		<b>Election Administration - Other:</b> Records concerning regular and special municipal elections held for the purpose of electing municipal officers or considering any other question placed on the ballot by the governing body.	Files may include the petitions, copy of election resolution, declarations of candidacy and withdrawals, absentee ballot register, absentee voter lists and affidavits of destruction, signature roster, registered voter list, machine printed returns, oaths of office of the precinct board, proof of all publications, copies of all election material required to be published or posted, ballot labels, copies of all affidavits or certificates prepared in connection with election, copy of certificates of canvass, amended certificates of canvass, results of recounts, rechecks, contests, re-canvass, precinct board files, etc.	2 years after the election. NOTE: State law retention when there is no contest, recount or judicial inquiry is only 45 days after canvass. (1-12-69B, NMSA 1978)	Clerk	1.19.8.153	
18.06.009		<b>Election Administration - Special Election Files:</b>	Files may include the absentee ballot register, absentee voter lists and affidavits of destruction, signature roster, registered voter list, machine printed returns, oaths of office of the precinct board, election resolution, proof of all publications, copies of all election material required to be published or posted, ballot labels, affidavits of triplicate voter registration or certificates submitted by voters, copies of all affidavits or certificates prepared in connection with election, copy of certificates of canvass, results of recounts, rechecks, contests, re-canvass, precinct board files, etc.	3 years after election (1-24-4, NMSA 1978)		1.19.8.153	
18.06.010		<b>Franchise Files:</b> Records establishing the terms in which utility may use municipal termination of rights of way.	Files may include copy of right of way contract (ordinance), studies, reports, work papers, etc.	6 years after termination of franchise	Clerk	1.19.8.401	
18.06.011		<b>Industrial Revenue Bonds:</b> Records concerning the issuance of municipal revenue bonds to acquire, own, lease, or sell projects for the purpose of promoting industry and trade other than retail trade.	Files may include agreement for the abatement of taxes, project descriptions, industry or trade information, correspondence, memoranda, etc.	6 years after termination of agreements beyond the bond life	Clerk	1.19.8.111	
18.06.012		<b>Liquor Licenses :</b> Records concerning the issuance of Municipal liquor licenses.	Files may contain application for license, license stub, license fee receipts, correspondence, memoranda, etc.	3 years after close of fiscal year in which license issued	Clerk	1.19.8.104	

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**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.06.013		<b>Meetings - Agendas:</b>	File may include agenda package, public hearing notices, etc.	After next meeting date but no longer than 2 years after meeting date	Clerk	1.15.3.119	
18.06.014		<b>Meetings - Minutes:</b> Records related to meetings of statutory and policy making bodies.	Information includes agenda, date, place, list of attendees, and a summary of discussion and decisions. Official minutes may also include all informational attachments such as reports, surveys, proposals, studies, and charts distributed to members for discussion and for use in making decisions on agency policy, planning, and administrative matters. Official minutes shall include only those documents and attachments that have been formally introduced as part of a record.	Minutes of meetings of Governing Body meetings, boards, commissions, and/or other policy-making bodies, as defined in open meetings Act (10-15-1, NMSA 1978): Permanent	Clerk	1.15.3.119	
18.06.015		<b>Meetings - Minutes of Other Bodies:</b>	Minutes of non-policy making bodies.	5 years	Clerk	1.15.3.119	
18.06.016		<b>Meetings - Recordings:</b> Audio or video recordings of meetings		After minutes have been transcribed and accepted at the next meeting but no longer than 2 years after meeting date	Clerk	1.15.3.119	
18.06.017		<b>Municipal Bond Certificates of Destruction:</b>	File may include number and maturity of the bond, note, certificate, coupon, the date paid, etc.	6 years after date created (6-10-62, NMSA 1978)	Clerk	1.19.8.112	
18.06.018		<b>Municipal Bonds, Notes, Interest Coupons, and Certificates of Indebtedness:</b> Record of debt incurred by the municipality.	Files include notes, interest coupons, certificates of indebtedness, etc.	2 years after final payment (6-10-62, NMSA 1978)	Clerk	1.19.8.110	
18.06.019		<b>Municipal Bond Schedule and Bond Register :</b>	Shows bond issue number, date issued, amount of issue, date of maturity, and date paid.	10 years after date of maturity (37-1-25, NMSA 1978)	Clerk	1.19.8.113	
18.06.020		<b>Oath of Office:</b> Oaths of elected municipal officials.	Oath may show municipal office, name of elected or appointed officer, affidavit, date, signature, etc. Oaths of Office are traditionally added to municipal minute book, along with Canvass of Election.	Permanent	Clerk	1.19.8.155	

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### New Mexico Municipal Records Retention Schedule - 10-18-2018

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.06.021		<b>Ordinance Code:</b> Compilation of current municipal regulations.		Until superseded by new compilation then review for historical value	Clerk	1.19.8.102	
18.06.022		<b>Ordinances:</b> Regulations adopted by the municipal governing body.	Files may contain original regulation adopted, amendments, repeal information, proof of publication, legal notices, etc.	Permanent	Clerk	1.19.8.101	
18.06.023		<b>Permits, Short Term:</b> Records concerning the issuance of permits to participate in non-business activity (e.g., charitable solicitations, parades, gatherings, displays, garage sales, etc.).	Files may contain application for permit registration, registration stub, registration fee receipts, correspondence, memoranda, etc.	3 years after close of fiscal year in which permit issued	Clerk	1.19.8.107	
18.06.024		<b>Petitions:</b> Records concerning requests on a variety of issues (e.g. traffic light installation, speed bump installation, etc.).		1 year after close of fiscal year in which received	Clerk	1.19.8.114	
18.06.025		<b>Records Retention and Disposition Schedule:</b>	Schedule shows record number, name, description, retention, confidentiality, department, and last update date, etc.	Until superseded by new schedule	Clerk	1.15.3.701	
18.06.026		<b>Resolutions:</b> Formal statements expressing the opinion, will, or intent of the municipal governing body.		Permanent	Clerk	1.19.8.103	
18.07.001		<b>Annexations:</b> Records concerning the annexation of property to the municipality.	Including petitions, resolutions, ordinances, orders by Municipal Boundary Commission.	Permanent	Community Development	1.19.8.207	
18.07.002		<b>Annexations - Other Records:</b>		1 year after property annexed	Community Development	1.19.8.207	
18.07.003		<b>Appeals, Planning and Zoning Board:</b>	File may contain documentation regarding the appeal to Planning and Zoning Board decisions.	Permanent	Community Development		
18.07.004		<b>Building Code Violations:</b> Records concerning violations to building code (building, plumbing, mechanical, environmental).	Files may contain complaint, inspections, work notes, final report, compliance documentation, final resolution, correspondence, memoranda, etc.	10 years after date of final resolution	Community Development	1.19.8.205	

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**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.07.005		<b>Building Files:</b> Records related to municipal-owned buildings and facilities including, capital improvements, as-built and as-constructed drawings, does not include routine maintenance construction projects. NOTE: Access to documentation of restricted or security areas shall be limited to authorized personnel only.	Examples: blueprints, as-builts, technical drawings, plans, etc.	Permanent	Community Development	1.15.3.126	
18.07.006		<b>Building Inspection Files:</b> Records concerning the application to construct and/or to modify private structures within the municipality.	Files may contain application to build/modify, copy of permit issued, inspections (e.g., plumbing, electrical, environmental, etc.), construction plan copies, work notes, certificate of occupancy copy, etc.	10 years after date of certificate of occupancy or final resolution	Community Development	1.19.8.204	
18.07.007		<b>Building Permit Application:</b>		1 year after final inspection	Community Development		
18.07.008		<b>Building, Mechanical, Plumbing And Electrical Inspections:</b>	File may contain inspection logs and permits	2 years from inspection date	Community Development		
18.07.009		<b>Building Permit Construction Plans - Commercial:</b>		Permanent	Community Development		
18.07.010		<b>Building Permit Construction Plans - Residential:</b>		1 years from date of certificate of occupancy	Community Development		
18.07.011		<b>Certificate of Occupancy:</b>		10 years from date of issuance	Community Development		
18.07.012		<b>Code Enforcement Violations Case Files:</b>	File may include report of violation, complaints, inspections, notifications, photographs and/or video	3 years from date the case is closed	Community Development		
18.07.013		<b>Conditional Use Permits:</b>	File may include application, correspondence, inspections, and copy of determination.	Permanent.	Community Development		
18.07.014		<b>Fence Permits:</b> Includes site plan review and application		1 year from date of completion	Community Development		
18.07.015		<b>Flood Plain Management Records:</b> Records regarding the operation of a community program of corrective and preventative measures for reducing flood damage and ensure compliance with community floodplain management ordinances	File may include owner's name, building address, legal description, Map/panel number, base flood elevation, flood zones, NFIP community name and number, FIRM Panel effective date etc. Also includes Letters of Map Revision (LOMR), Elevation certificates, variance files.	Permanent See 44 CFR 58 to 70	Community Development		

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### New Mexico Municipal Records Retention Schedule - 10-18-2018

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.07.016		<b>Geographic Information System (GIS) Records:</b>	File may include atlases, street maps, lot specific data, zoning, property ownership, legal descriptions, street addresses, etc.	Until no longer needed for reference	Community Development		
18.07.017		<b>Home Occupation Permits:</b> Permit to conduct business in residential zoned areas.	File may include application, correspondence, inspections, and copy of approval. Includes family day care facilities operated in residential areas.	3 years after business ceases to exist	Community Development		
18.07.018		<b>Metropolitan Redevelopment - Studies and Plans:</b> Project files pertaining to redevelopment plans.	File may include blighting studies, dc-blighting studies, redevelopment plans and copies of ordinances and/or resolutions.	Permanent	Community Development		
18.07.019		<b>Metropolitan Redevelopment - Other Records:</b>	File may include property ownership notifications, lists of ownership, etc.	5 years after completion or cancellation then review for historical value	Community Development		
18.07.020		<b>Non-Conforming Certificates:</b>	File may include application, correspondence, inspections, and copy of determination.	Permanent	Community Development		
18.07.021		<b>Plans:</b>	Plans may show streets, developments, subdivisions, traffic, population, Integrated Comprehensive Plan, corridor plans, specific plans, master plans, access plans, etc.	Until no longer needed for reference or implementation then review for historical value	Community Development		
18.07.022		<b>Project Files And Studies:</b>	Includes studies and project files pertaining to municipal planning, construction, redistricting, census, Fair Housing policy, etc.	5 years after completion or cancellation then review for historical value	Community Development		
18.07.023		<b>Sign Permits - Commercial:</b>	File includes commercial signs, subdivision signs and change of sign face.	1 year after business ceases or when new company/subdivision changes sign completely	Community Development		
18.07.024		<b>Sign Permits - Exceptions:</b> Special exceptions to the sign code or ordinance.		Permanent	Community Development		

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**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.07.025		<b>Sign Permits - Temporary:</b>	Temporary signs in right-of-way.	1 year after event or election occurs	Community Development		
18.07.026		<b>Special Event Permits:</b>	File may contain applications, certificates of insurance, correspondence, etc.	2-years after event occurs	Community Development		
18.07.027		<b>Special Event Registration Records:</b> Registration forms, vendor registration forms, release of liability forms to participate in special events.		1 year after expiration	Community Development		
18.07.028		<b>Street Excavation Permit:</b> Records concerning the application for permit to excavate or bore under a municipal-owned street for the purpose of construction or repair of utility lines.	Files may contain application for permit, engineering drawings, archaeological data, copy of permit, cut location information, date of cut, date completed, date of final reformation, etc.	4 years after close of fiscal year in which permit issued	Community Development	1.19.8.403	
18.07.029		<b>Subdivision Plats:</b>	Includes preliminary and summary plats, vacation of right-of-way plats and modifications.	Permanent	Community Development		
18.07.030		<b>Subdivisions:</b>	File may include pre-application, exception, variances, etc.	10 years after file close	Community Development		
18.07.031		<b>Subdivisions - Property owner notification:</b>	File may include property ownership notifications, lists of ownership, etc.	5 years after file close	Community Development		
18.07.032		<b>Variance:</b>		Permanent	Community Development		
18.07.033		<b>Zone Map Amendments:</b> Records concerning changes to the municipal zoning map.		Permanent	Community Development		
18.07.034		<b>Zoning Case Files:</b> Records concerning request to initially set or change established zoning designation.	Files may contain zoning request, fee receipts, reviews, recommendation by planning and zoning board, correspondence, memoranda, etc.	3 years after close of fiscal year in which case closed	Community Development	1.19.8.201	
18.07.035		<b>Zoning Interpretations:</b>		Permanent	Community Development		

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## New Mexico Municipal Records Retention Schedule - 10-18-2018

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.07.036		<b>Zoning Permit Files:</b> Records concerning the application to allow the use of property as designated by zoning code.	Files may contain application to utilize property as designated by zoning code, certificate of zoning compliance, copy of permit issued, final inspection, construction plan copies, work notes, certificate of occupancy copy, etc.	3 years after date of final inspection	Community Development	1.19.8.202	
18.07.037		<b>Zoning Violation Files:</b> Records concerning violations to zoning designation.	Files may contain complaint, inspections, work notes, final report, compliance documentation, final resolution, correspondence, memoranda, etc.	3 years after date of final resolution	Community Development	1.19.8.203	
18.08.001		<b>Emergency Dispatch Records:</b> Record of emergency assistance (e.g., ambulance, fire).	Records may show incident reported, name of person requesting assistance, place of occurrence, address, time call received, dispatcher name, vehicle and personnel dispatched (or vehicle number), etc. Example: Record of Calls (ROC) from CAD system	3 years after date of call	Communications	1.19.8.707 1.19.8.954	
18.08.002		<b>House Check Records:</b> Property owner request for visual check of vacant property.	File may include vacation home watch application forms and log.	2 years	Communications		
18.08.003		<b>Law Enforcement Telecommunications System:</b> Records concerning printed administrative messages generated from law enforcement entities nationwide and outgoing messages generated from local law enforcement	Records may include teletype (notice of criminal activity, request for information, facsimile, composite drawing, photograph, etc.)	1 year	Communications	1.19.8.816	
18.08.004		<b>Master Street Addressing Guide (MSAG):</b> Records for 911 database.	Includes updates regarding street and address changes, 911 database ledger correction form.	Until superseded or until no longer needed for reference	Communications		
18.09.001		<b>Alarm Report:</b> Report made at every fire by fire officer.	File may include arson investigation reports.	Permanent	Fire & EMS		
18.09.002		<b>Building Emergency Evacuation File:</b> Records concerning the safe and orderly evacuation of a building.	Records include evacuation plan, list of designated fire captains/coordination leaders, training information, etc.	Until superseded by new plan/information	Fire & EMS	1.15.3.147	
18.09.003		<b>Building Inspection Files (Fire and Rescue):</b> Records related to inspections for fire prevention and fire protection for buildings, facilities and structures.	File may contain inspections, findings, conclusions, etc. Example: Fire report	3 years after inspection date (UFC 103.3.4)	Fire & EMS	1.19.8.703	
18.09.004		<b>Building Layout Files:</b> Records concerning public and commercial building layouts that show or identify fire hazards and hazardous materials in responding to fire calls.	Files may contain building blue-print or plan, fire prevention features, hazardous materials list, etc.	Until superseded by new business or public use of building or building razed	Fire & EMS	1.19.8.702	

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**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.09.005		<b>Disaster Recovery File:</b> Records concerning the preparation of a disaster plan and the organization of salvage procedures for the agency. NOTE: A copy of this file should be maintained off-site. In the event of a disaster, all copies of this file shall be retained until any or all investigations have been concluded.	Records include the disaster recovery plan, salvage procedures, information on training in disaster recovery techniques, etc.	Until superseded by new plan or information	Fire & EMS	1.15.3.146	
18.09.006		<b>Emergency Equipment Checklist:</b> Record of periodic (daily) inspections of emergency equipment.	Records may include first aid supply inventory, vehicle readiness, etc. and show equipment operational status, medical supply quantities, shift time, date, etc.	1 year after close of calendar year in which created	Fire & EMS	1.19.8.706	
18.09.007		<b>Emergency Equipment Checklist - SCBA:</b> Record of period (daily) inspections of SCBA (self-contained breathing apparatus)	File may include date, time, person inspecting, status of equipment, etc.	1 year after disposal of equipment	Fire & EMS	1.19.8.706	
18.09.008		<b>Emergency Management Basic Plan:</b> Includes emergency and civil defense plans for the survival of personnel and vital materials during an enemy or terrorist attack, natural or technological disaster, or civil unrest.		Permanent <i>Note: Tactical information is confidential per 14-2-1A(7), NMSA 1978</i>	Fire & EMS		
18.09.009		<b>Emergency Medical Services Files (EMS) - Medical:</b> Records concerning medical diagnosis or treatment by responding EMS paramedics.	Medical record may include medical service report, monitoring equipment readouts, etc.	10 years after date created	Fire & EMS	1.19.8.708	
18.09.010		<b>Emergency Medical Services (EMS) Files - Billing:</b> Records concerning billing by responding EMS paramedics.	Billing record may include copy of billing statement submitted to Medicare, Medicaid, insurance carrier, and/or patient, etc.	3 years after close of fiscal year in which final payment received or 3-years after close of fiscal year in which file closed	Fire & EMS	1.19.8.708	
18.09.011		<b>Fire Drills:</b> Report documenting fire drills conducted by the department for schools, businesses, etc.	Report may include school (or business) name, date of fire drill, name of person conducting drill, findings, recommendations, comments, etc.	6 months after close of calendar year in which created	Fire & EMS	1.19.8.704	
18.09.012		<b>Fire Hydrant Maintenance:</b> Records concerning the annual inspection of hydrants.	Files may contain photos, notation of problems and corrective actions, etc.	Permanent	Fire & EMS		
18.09.013		<b>Fire Investigation Case Files:</b> Records concerning investigations conducted by fire department to determine cause of fire.	Files may contain photos, investigation notes, final report, etc.	5 years after date investigation closed	Fire & EMS	1.19.8.705	

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### New Mexico Municipal Records Retention Schedule - 10-18-2018

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.09.014		<b>Hazardous Waste Inspections And Violations Records:</b> Inspections of locations where hazardous waste is stored.	Files may contain photos, investigation notes, final report, etc.	Permanent	Fire & EMS		
18.09.015		<b>Inspections:</b> Periodic fire inspections for schools, hotels, hospitals, businesses, and public buildings.		Permanent	Fire & EMS		
18.09.016		<b>Prefire Plans:</b>	File may contain location, ownership, occupancy, construction and fire prevention features.	Permanent	Fire & EMS		
18.09.017		<b>Volunteer First Responder Files:</b> Records concerning personnel information of volunteer firefighters and police reserve officers (non-municipal employees).	File may contain application, training certificates, personnel information, etc.	5 years after termination of last service	Fire & EMS	1.19.8.701	
18.10.001		<b>Animal Control Files:</b> Records concerning animal control.	Files may include violations of animal control ordinances, carcass removal records, animal pound records, licensing documentation, lost and found reports, animal trap records, animal license (tag) copy, euthanasia reports, etc.	1 year after file closed	Police	1.19.8.821	
18.10.002		<b>Arrest Reports - Adult:</b> Records of the arrest/booking of subject.	Information includes subject name, arrest number, physical characteristics arrest date/time, arrest location, arresting officer name, charges, etc.	5 years after date of incident or until investigation closed, whichever is longer	Police	1.19.8.804	
18.10.003		<b>Arrest Reports - Juvenile:</b> Records of the arrest/booking of subject.	Information includes subject name, arrest number, physical characteristics arrest date/time, arrest location, arresting officer name, charges, etc.	5 years after date of incident or at age 19, whichever is less, providing investigation closed. <i>Confidential: 32A-2-32, NMSA 1978</i>	Police	1.19.8.804	
18.10.004		<b>Arrest Warrants:</b>	File may include active warrants	5 years after prosecution completed	Police		
18.10.005		<b>Citations:</b> Records related to the management of citations, including, but not limited to, parking and traffic violations; does not include DUI citations.	File may include name of violator, physical description, address, violation, officer name, etc. Example: Penalty Assessment and Non-Traffic, Uniform Traffic Citation, etc.	3 years after date citation issued (30-1-8H NMSA 1978)	Police	1.19.8.810 1.19.8.812	
18.10.006		<b>Complaints And Grievances:</b> Not resulting in investigation.		3 years	Police		

(Any records not specifically addressed herein shall be retained in accordance with applicable law.)

### New Mexico Municipal Records Retention Schedule - 10-18-2018

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.10.007		<b>Confidential Source (Informant) Files:</b> Records concerning confidential sources or informants utilized in criminal investigations conducted by law enforcement.	File may contain names of informants, personal and/or criminal history of informants, types of information available through informant, information, payment information	3 years after case closed. Until no longer needed for reference <i>Confidential 14-2-1A, NMSA 1978</i>	Police	1.19.8.806	
18.10.008		<b>Crime Prevention Files:</b>		5 years after event date	Police	1.19.8.823	
18.10.009		<b>Criminal History Records (Rap Sheet) - Adult:</b> Record of complete cumulative original history on any subject arrested for a crime by the police department.	Information may include any/all of the following: name, date of birth, physical description, FBI number, address, employment, marital status, etc.	Permanent	Police	1.19.8.802	
18.10.010		<b>Criminal History Records (Rap Sheet)- Juvenile:</b>		2 years after date of incident or at age 19, whichever is longer <i>Confidential: 32A-2-32, NMSA 1978</i>	Police	1.19.8.802	
18.10.011		<b>Criminal Investigation Case Files - Adult:</b> Records concerning criminal investigations conducted by police department for the purpose of criminal prosecution. Records created as an enhancement to the investigative portion of the incident report (offense or incident report). Note: evidence and copies of case file may be forwarded to prosecuting attorney.	Files may contain motor vehicle records, criminal histories, photos, search warrants, arrest warrants, names of confidential sources, etc. Includes Criminal Incident Automated System files.	5 years after investigation closes <i>Confidential: 32A-2-32, NMSA 1978</i>	Police	1.19.8.805 1.19.8.826	
18.10.012		<b>Criminal Investigation Case Files - Juvenile:</b>	Includes Criminal Incident Automated System Files	5 years after investigation closed or until juvenile reaches age 19 whichever is less <i>Confidential: 32A-2-32, NMSA 1978</i>	Police	1.19.8.805 1.19.8.826	
18.10.013		<b>Emergency Action Books:</b> Guidelines and or checklists for use in the emergency operations center (EOC).		Until no longer needed for reference <i>Note: Tactical information is confidential per 14-2-1A(7) NMSA</i>	Police		

(Any records not specifically addressed herein shall be retained in accordance with applicable law.)

**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.10.014		<b>Emergency Management Reports and Records:</b> Periodic reports required by state and federal management agencies as well as exercise participation and evaluation reports and records of emergency management training.		5 years after close of federal fiscal year in which created	Police		
18.10.015		<b>Extraditions:</b> Records concerning the extradition and transport of prisoners.	Files may include court order, reimbursement voucher, travel arrangements, pre-booking documentation, receipt for prisoner, etc.	3 years after close of fiscal year in which created	Police	1.19.8.858	
18.10.016		<b>Gang Activity File:</b> Records concerning local gang activity.	File may contain gang identifier information, gang history, gang membership lists, crime involvement information, etc.	Until informational value ends <i>Confidential: 32A-2-32 NMSA 1978</i>	Police	1.19.8.829	
18.10.017		<b>Incident Reports (Offence/Incident Reports) - Adult:</b> Records the original report of incident (felony or misdemeanor) and pertinent facts surrounding the incident or offense.	Reports may show incident type, case number, NCIC entry, incident code, premise type, incident location, incident date, time date, reporting area, complaint, victim information, subject (suspect) data, arrest data, vehicle data, witness data, narrative, UCR (Uniform Crime Reporting) data administrative section, etc.	5 years after date of incident or until investigation closed, whichever is longer	Police	1.19.8.803	
18.10.018		<b>Incident Reports (Offence/Incident Reports) - Juvenile:</b> Records the original report of incident (felony or misdemeanor) and pertinent facts surrounding the incident or offense.		5 years after date of incident or until juvenile reaches age 19, whichever is less, provided investigation closed <i>Confidential: 32A-2-32, NMSA 1978</i>	Police	1.19.8.803	
18.10.019		<b>Internal Affairs Case File:</b> Records concerning complaint against officers or civilian employees and consequent investigation.	File may include complaint, tapes or transcriptions, staff inspection order, order to appear, evidence (e.g., tapes, videos, reports, photographs, etc.), police reports copies, medical releases, supplementary offense report (investigation summary), review order (chain of command review), case reviews with case recommendation, determination, determination notification copy, etc.	3 years after termination of officer <i>Confidential: 14-2-1A NMSA 1978 unless appealed through an administrative open meeting process</i>	Police	1.19.8.817	

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**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.10.020		<b>Internal Affairs Case File - Dismissed:</b>		3 years after complaint dismissed or cleared <i>Confidential: 14-2-1A, NMSA 1978 unless appealed through an administrative open meeting process</i>	Police	1.19.8.817	
18.10.021		<b>NCIC Records:</b>	File may include case number concerning stolen vehicles, guns, articles, license plates, missing persons, wanted persons, etc. May also include NCIC Validation Schedule	Until cleared, canceled or purged due to expiration (in accordance with the NCIC operating rules)	Police		
18.10.022		<b>Pawnbroker Files:</b> Records concerning local pawnbroker shops. Files may contain reports submitted to law enforcement department by local pawnbrokers as required by the Pawnbrokers Act (Section 56-12-9 NMSA 1978) and information on pawn inspections by police department.	Pawnbroker reports may show name of item; description of the item, including make and model number; date of transaction; time of transaction; type of transaction; name and address of person offering item; description of person offering item; type of identification used by person offering item; etc.	5 years after date created	Police	1.19.8.827	
18.10.023		<b>Pawn Shop Tickets:</b> Record of description of material received from customer and customer signature.		1 month after entered into computer system	Police		
18.10.024		<b>Property and Evidence:</b> Record of property and/or evidence either seized, found or impounded.	Includes date/time/location of property acquisition, acquiring officer, type of offense, case number, suspect name, property owner's name and address, item description, serial number or controlled substance weight, investigative section case referred to, property disposition information, etc. Chain of events portion of record may show name/number of locker in which evidence is placed, date and name of officer placing evidence in storage, date and name of person removing evidence from storage, location in evidence room where evidence is placed. Information on disposition of evidence, officer's signature, etc.	1 year after date of disposition of all property and evidence for each case	Police	1.19.8.808	

(Any records not specifically addressed herein shall be retained in accordance with applicable law.)

**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.10.025		<b>Radio Frequency/Telephone Audio Recordings (911 Recorded Calls):</b> Radio frequency/telephone audio recordings of emergency and/or non-emergency calls received. Portions of recording may be confidential (i.e. names of minors, suspect information, etc.). Recordings may be copied and filed with investigative portion of incident reports.		3 year after date of call	Police	1.19.8.813	
18.10.026		<b>Restraining Orders:</b>		Until expires	Police		
18.10.027		<b>Seizure or Forfeiture Files:</b> Records concerning property or goods seized by law enforcement entities and released by state or federal government to the municipality.	Files may include copy of application for transfer of forfeited property or goods, inventory of property or goods, asset control information, purchase order copies, financial reports, etc.	6 years after close of fiscal year in which property transferred to municipality	Police	1.19.8.822	
18.10.028		<b>Uniform Accident Report:</b> Records related to accident reports and incidents	Report may include date, time of accident, location, persons involved, vehicles involved, vehicle or property damage, injury codes, seat belt codes, witness information, road and weather conditions, apparent contributing factors, driver or pedestrian sobriety or physical condition, diagrams, etc.	5 years after date of accident (30-1-8D NMSA 1978)	Police	1.19.8.811	
18.10.029		<b>Uniform Accident Report - Fatal:</b> Records related to accident reports and incidents involving fatalities	Report may include date, time of accident, location, persons involved, vehicles involved, vehicle or property damage, injury codes, seat belt codes, witness information, road and weather conditions, apparent contributing factors, driver or pedestrian sobriety or physical condition, diagrams, etc.	25 years after date of accident <i>Confidential: 66-7-213, 66-7-215 and 14-6-1, NMSA 1978</i>	Police	1.19.8.811	
18.10.030		<b>Video Recordings -Case File:</b>	Evidentialry footage or recordings of DUI arrest or any criminal incident.	1 year after date of incident or 60 days after date of court disposition, whichever is less	Police	1.19.8.807	
18.10.031		<b>Video Recordings - Other:</b>	File may include recordings from booking areas, officer lape cam recordings and recording from security or surveillance cameras in areas such as entrances and exits, parking lots, etc.	90 days after date created	Police	1.19.8.807	

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**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.11.001		<b>Controlled Substance and Drug Issuance Files:</b>	File may include narcotic and non-narcotic substances, inventories, etc.	3 years after fiscal year close (30-31-16D, NMSA 1978)	Detention	1.19.8.862 1.19.8.863 1.19.8.864	
18.11.002		<b>Jail or Detention Files:</b> Records concerning the operation of a detention facility	File may include daily jail rosters, jail inspection reports, daily reports on trustees, etc.	2 years after fiscal year close	Detention	1.19.8.851	
18.11.003		<b>Facility Incident Files - Adult:</b> Records the original report of incident and pertinent facts surrounding the incident or offense.	Reports may show incident type, case number, incident location, incident date, time date, reporting area, complaint, victim information, subject (suspect) data, witness data, narrative, administrative section, etc.	5 years after date of incident or until investigation closed, whichever is longer	Detention	1.19.8.860	
18.11.004		<b>Facility Incident Files - Juvenile:</b> Records the original report of incident and pertinent facts surrounding the incident or offense.		5 years after date of incident or until juvenile reaches age 19, whichever is less, provided investigation closed. <i>Confidential: 32A-2-32 NMSA 1978</i>	Detention	1.19.8.860	
18.11.005		<b>Facility Medical Files:</b> Records documenting the diagnosis and treatment of facility inmates.	File may contain medical history and reports, etc.	10 years after date of treatment <i>Confidential: 14-6-1 NMSA 1978</i>	Detention	1.19.8.854	
18.11.006		<b>Federal Retainer Requests:</b>		3 years after date custody of resident is transferred to federal law enforcement entity	Detention	1.19.8.859	
18.11.007		<b>Inmate (Prisoner) Case Files:</b> Records of inmate or prisoner case history.	File may contain fingerprints, mug shots, property release authorization, release orders, copy of incident report, copy of arrest report, segregation information, release orders, release and activity log, etc.	5 years after date of release	Detention	1.19.8.851 1.19.8.852 1.19.8.855	
18.11.008		<b>Protective Custody Files:</b> Records of individuals held under protective custody at jail facility.	File may contain individuals name and address, general information, condition of individual, personal property information, time in and out, etc.	5 years after date of release	Detention	1.19.8.853	

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### New Mexico Municipal Records Retention Schedule - 10-18-2018

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.12.001		<b>Bond Book/Cash Bond Record:</b>	File may include defendant name, name of person who posted the bond, amount of bond, check number and receipt number.	3 years after close of fiscal year in which created	Municipal Court	1.19.8.809	
18.12.002		<b>Check Register:</b> Record of checks issued for payment of voucher.	Register may show check number, vendor name, vendor code, voucher number, voucher date, vendor invoice number, fund (account) number, payment amount, check date, etc.	3 years after close of fiscal year in which created	Municipal Court		
18.12.003		<b>Court Docket Book:</b>	File may include defendant name, docket number, offense, judge, charge, citation number, officer name, disposition, etc.	3 years after case closed	Municipal Court	1.19.9.107	
18.12.004		<b>Court Docket:</b> Record log of civil processes served.	Docket may show parties names, attorneys, type of civil process, date of entry, by whom served, date of service, kind of service, police department costs, etc. Includes docket cards, docket sheets, etc.	3 years from date of last entry	Municipal Court	1.19.8.818 1.19.8.819 1.19.9.105 1.19.9.106	
18.12.005		<b>Criminal Case File, DWI:</b>	Contains criminal docket sheet, Uniform Traffic Citation, criminal complaint, summons, Probable Cause Form, bail bond forms, Condition of Release forms, Notice of Appeal, Warrants, Failure to Appear Notices, Entry of Appearance form, Remand Order, Waiver of Counsel forms, Guilty Plea Proceeding form, transportation documentation, Judgment and Sentence forms, fidelity bond claim, court pleadings, motions, pleadings, notes, briefs, releases, investigative reports, investigator activity logs, transcripts, closing sheets, correspondence, memoranda, etc. NOTE 1: Treatment/psychological evaluations, supervision histories (i.e. probation, mandatory programs, etc.) shall be kept separately.	Permanent	Municipal Court	1.19.9.104	

(Any records not specifically addressed herein shall be retained in accordance with applicable law.)

**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.12.006		<b>Criminal Case File, Non-DWI:</b>	Contains Uniform Traffic Citation, criminal complaint, summons, Probable Cause Form, bail bond forms, Condition of Release forms, Notice of Appeal, Warrants, Failure to Appear Notices, Entry of Appearance form, Remand Order, Waiver of Counsel forms, No Contest forms, transportation documentation, judgment and Sentence forms, fidelity bond claim, court pleadings, motions, pleadings, notes, briefs, releases, investigative reports, investigator activity logs, transcripts, closing sheets, correspondence, memoranda, etc. NOTE 1: Treatment/psychological evaluations, supervision histories (i.e. probation, mandatory programs, etc.) shall be kept separately.	3 years after case closed	Municipal Court	1.19.9.103	
18.12.007		<b>Master Computer Record:</b> Shows docket number, defendant name, defendant personal data, incident location, incident date, etc. NOTE: Court shall insure that both alphabetical and numerical access to case file is produced.		10 years after case closed	Municipal Court		
18.13.001		<b>Discharge of Effluent Permit Files:</b> Records concerning the discharge of effluent.	Files may contain National Pollutant Discharge Elimination System (NPDES) permit application, permit for discharge of effluent, compliance monitoring reports, inspection reports, non-NPDES permits, notice of intent to discharge effluent, plans, specifications, enforcement actions, etc.	10 years after destruction of facility	Public Works	1.19.8.501	
18.13.002		<b>Flow Charts, Wastewater:</b>	File may include Influent and Effluent records	10 years	Public Works	1.19.8.504	
18.13.003		<b>Infrastructure Project Files (Infrastructure Development Plans):</b> Records related to the planning, design and construction of specific projects including, but not limited to, facility and infrastructure projects.	Files may contain feasibility studies, statistical reports, history documentation, maps, plans, plats, etc.	Permanent	Public Works	1.19.8.108	
18.13.004		<b>Line Locations:</b> requests to locate underground utility lines.	Files may contain request, work order, etc.	3 years after close of fiscal year in which work order issued	Public Works	1.19.8.560	

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## New Mexico Municipal Records Retention Schedule - 10-18-2018

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.13.005		<b>Meter Readings:</b> records concerning measurement of utility usage.	Record may show customer name, meter number, meter size, meter location, meter reading, billing address, etc. Includes meter reading sheets, meter books, meter reading schedule, etc.	3 years after close of fiscal year in which created	Public Works	1.19.8.556	
18.13.006		<b>Sludge Disposal Files:</b> Records concerning the wasting, hauling, and composting of sludge.	Files may contain waste monitoring reports, hauling application copy, composting application copy, hauling permit, composting permit, etc.	5 years after date created (40 CFR 122.41)	Public Works	1.19.8.505	
18.13.007		<b>Street Maintenance:</b> Records concerning repairs and other maintenance on streets.	File may include work orders, list of materials used, inspections, etc.	5 years after date created	Public Works		
18.13.008		<b>Traffic Signals Intersection Files:</b> Records concerning the acquisition and maintenance of municipal traffic signals.	Files may include traffic planning studies, traffic controller drawings, intersection drawings, timing progressions, turning count totals, etc.	5 years after date created	Public Works	1.19.8.946	
18.13.009		<b>Utility Customer Service Files:</b> Records concerning the application for utility (water, wastewater, solid waste, gas, electric, etc.) service.	Files may contain application for service, deposit information, cancellation request, etc.	3 years after close of fiscal year in which canceled or deposit refunded to customer	Public Works	1.19.8.554	
18.13.010		<b>Utility Facility Files:</b> Records concerning the design and construction of municipal utilities (water supply or storage structures, wastewater treatment facilities, solid waste facilities - landfills, transfer stations, natural gas plants, electricity generation facilities, etc.)	Files may contain engineering designs, engineering drawings, soil surveys or studies, geological surveys or studies, construction records/plans, inspection copies, etc.	Permanent	Public Works	1.19.8.404 1.19.8.502 1.19.8.551	
18.13.011		<b>Utility Maintenance Files - Annual Summary Report:</b> Records concerning maintenance of utility (water, wastewater, solid waste, gas, electric, etc.) distribution or collection lines and services (e.g., water lines, sewer lines, gas lines, electrical lines, cable lines, water wells, water hydrants, transfer station operation, etc.).	Example: Water usage by zone, Water Level Report, Report to State Engineer, Well Field Yearly Production, SCADA Telemetry, Safe Drinking Water Act (SDWA) Chemical Analyses, Report of Sanitary Surveys, Action Plans to Correct Violations, SDWA variances or exceptions, etc.	10 years after close of fiscal year in which created	Public Works		

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**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.13.012		<b>Utility Maintenance Files - Other records:</b> Records concerning maintenance of utility (water, wastewater, solid waste, gas, electric, etc.) distribution or collection lines and services (e.g., water lines, sewer lines, gas lines, electrical lines, cable lines, water wells, fire hydrants, transfer station operation, etc.).	Files may include work schedules, personnel schedules, daily work logs, check lists, inspections, testing, work reports, etc. Example: SDWA Bacteriological Tests, Effluent testing, routine chlorine testing, quality control testing, well and pump station reports and studies, valve records, hookups, line extensions, sewer manhole inspections, etc.	5 years after close of fiscal year in which created (40 CFR 503.17, Clean Water Act Sections 308-402 (33 U.S.C. 1318-1342)	Public Works		
18.13.013		<b>Utility Service Files:</b> Records concerning customer-initiated complaint or request for service.	File may contain request for service, complaint of service, site evaluations, work orders, service logs, memoranda, inspections, billings copies, adjustment ledger, adjustment and final bill memos, etc.	3 years after audit release	Public Works	1.19.8.555	
18.13.014		<b>Utility Turnoff Notice and Delinquent Report:</b> Listing of utility customers marked for service disconnection.	Listing may show customer names and addresses, service addresses, account numbers, delinquent amounts, etc.	3 years after audit report release	Public Works	1.19.8.558	
18.13.015		<b>Vehicle Files:</b> Records concerning the history of municipal-owned or leased vehicles, airplanes or other mobile equipment.	Files may include purchase or lease information, vehicle title/registration, warranty documentation, maintenance documentation, maintenance expenditure information, disposal information, etc.	3 years after disposition of vehicle	Public Works	1.19.8.901 1.19.8.952	
18.13.016		<b>Vehicle (Fleet) Maintenance Files:</b> Records concerning the maintenance performed on municipal-owned vehicles.	Files may include work orders, repair orders, work schedules, maintenance orders, maintenance schedules, work reports, etc. Example: Gasoline usage and mileage records, etc.	3 years after close of fiscal year in which created	Public Works	1.19.8.902	
18.14.001		<b>Concession Records:</b>	File may include agreements, financial reports, approvals, inspections, etc.	3 years after close of fiscal year in which created	Parks & Recreation		
18.14.002		<b>Group Organizational Records:</b> Records concerning activities and membership of groups sponsored and operated by the municipality.	Records may include membership lists, schedule of activities, attendance, etc.	3 years after date created	Parks & Recreation	1.2.2.114	
18.14.003		<b>Herbicides and Pesticides:</b> Records concerning the use and storage of herbicides and pesticides on municipal property and right of ways.	File may contain storage documentation, application documentation, applicator certification information, herbicide inventory, pesticide inventory, etc.	2 years after date created	Parks & Recreation	1.19.8.601	
18.14.004		<b>Park And Facility Usage:</b>	File may include usage reports, improvements, etc.	Until change occurs in equipment	Parks & Recreation		

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### New Mexico Municipal Records Retention Schedule - 10-18-2018

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.14.005		<b>Recreation Program Files:</b> records concerning the management of recreational programs (summer recreational programs, recreational leagues, swimming pool).	Files may contain activity rosters, program schedules, work schedules, registration forms, waiver of liability/acknowledgement of risk forms, etc.	1 year after close of fiscal year in which created	Parks & Recreation	1.19.8.652	
18.14.006		<b>Recreational Leagues:</b>	Files may contain rosters, schedules, by-laws, correspondence, season determinations, etc.	1 year after league dissolution	Parks & Recreation		
18.15.001		<b>Censorship or Complaint Files:</b> records concerning library material censorship and complaints.	File may include evaluations by staff, patron's complaints, final decision documentation, etc.	5 years after date of last entry	Library and Museum Services	1.15.3.607	
18.15.002		<b>Collection Management - Library:</b> Records related to the management of items and objects owned or managed by a library.	File may include catalog of holdings, information on materials selection and acquisition, challenges to materials, etc.	Until no longer needed for reference <i>Note: many items are confidential per 18-9-4, NMSA 1978</i>	Library and Museum Services	1.15.3.602 1.15.3.606	
18.15.003		<b>Collection Management - Museum:</b> related to the management of items and objects owned or managed by a museum or archive.	File may include accession records, holdings descriptions, de-accession information, etc.	Permanent	Library and Museum Services	1.15.3.601	
18.15.004		<b>Gift Donors File:</b> Records concerning the donation of publications and manuscripts to the library or artifacts and art to the museum.		5 years after date created <i>NOTE: Comply with applicable provisions of legal agreement regarding confidentiality of records concerning each gift.</i>	Library and Museum Services	1.15.3.608	
18.15.005		<b>Lending:</b> Records related to borrowing, lending and returning of library items. including, but not limited to, tracking.	File may include information on borrowers, interlibrary loan,	Until obsolete <i>Confidential: 18-9-4, NMSA 1978</i>	Library and Museum Services	1.15.3.603 1.15.3.604	
18.15.006		<b>Patron Management:</b> Records related to the management of patrons.	Records may show patron name, patron address, patron signature, etc.	5 years after date materials used. <i>Confidential: 18-9-4, NMSA 1978</i>	Library and Museum Services	1.15.3.605	

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**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.15.007		<b>Requests for Reproduction of Copyrighted Works:</b> Records concerning requests for copyrighted materials.	Records may contain files or logs, records of requests made for copies or phonorecords of copyrighted materials, records of the fulfillment of such requests, etc. (includes interlibrary loans).	3 years after the calendar year in which created per United States Copyright Office Circular 21, p. 19 <i>Confidential: 18-9-4, NMSA 1978</i>	Library and Museum Services	1.15.3.609	
18.15.008		<b>Statistical Reports:</b>	Includes annual report submitted to State Library	20 years	Library and Museum Services		
18.16.001		<b>Cemetery Files:</b> Records concerning the operation and maintenance of municipal-owned cemeteries.	Files may include plot design or layout, plot owner records and deeds, interment records, headstone placement, etc.	Permanant	Cemetery	1.19.8.553	
18.17.001		<b>Airport and Aviation Regulations :</b> Municipal, state or federal regulations concerning the operation of the municipal airport.		5 years after superceded or repealed	Transit and Airport	1.19.8.951	
18.17.002		<b>Airport Conditions and Inspections Reports:</b>	Copies of daily reports required by and submitted to FAA on light inspection, airfield inspection, field condition (NOT-AM, notice to airmen report) etc.	6 months after date submitted to FAA	Transit and Airport	1.19.8.959	
18.17.003		<b>Airport Crash Rescue Operation Files:</b> Records concerning crash incidents and actions taken.	File may include monthly activity reports documenting activities such as crash incidents, responses, inspections, copies of reports submitted to FAA, FAA findings, etc.	5 years after date of incident	Transit and Airport	1.19.8.953	
18.17.004		<b>Airport Safety Officers Files:</b> Records concerning security of airport operation.	File may contain first aid reports, daily logs, incident reports, photographs, safety officer court appearance documentation, etc.	5 years after date created	Transit and Airport	1.19.8.956	
18.17.005		<b>Screening Activities Report:</b> Records concerning airport screening activities.	File may contain copy of monthly report submitted to FAA of all passengers boarded, detailing apprehensions for CCW (carrying concealed weapons)	6 months after date submitted to FAA	Transit and Airport	1.19.8.958	
18.17.006		<b>Transit Operations Files:</b> Records concerning the establishment and operation of a transit system.	Files may contain bus route planning, route information and schedules, ridership reports, fuel usage, daily fares received, bus driver daily checklist, charter rental files, etc.	3 years after fiscal year close	Transit and Airport	1.19.8.941 1.19.8.942 1.19.8.943 1.19.8.944 1.19.8.945	

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## New Mexico Municipal Records Retention Schedule - 10-18-2018

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.18.001		<b>Animal Files:</b> Records concerning individual animals.	File may contain veterinarian records, breeding information, shipment papers, daily reports data, stud files, health certificate, etc.	until disposition of animal	Zoo	1.19.8.927 1.19.8.928 1.19.8.930	
18.18.002		<b>Animal Transaction Files:</b> Records concerning the acquisition, disposition, or transport of animals.	File may contain receipts, transfer documentation, transaction confirmations, disposition orders, shipping permits, etc.	3 years after fiscal year close	Zoo	1.19.8.926 1.19.8.929	
18.18.003		<b>Breeding Loan Files:</b> Records concerning animals loaned to other zoos or loaned to this zoo for breeding purposes.	File may contain lists of animals loaned, loan conditions, etc.	1 year after termination of loan	Zoo	1.19.8.931	
18.19.001		<b>Housing Authority Tenant Application Files:</b> Records concerning the application for public housing.	File may include application to certify tenant eligibility (applicant name, address, source of income, amount of income, names of family members, signature of applicant, etc.), tenant waiting list, etc.	3 years after fiscal year close	Housing Authority	1.19.8.301	
18.19.002		<b>Housing Discrimination Complaint file:</b> Records concerning allegations of housing discrimination	File may contain complaint, investigation report, findings, conclusions, etc.	3 years after file close	Housing Authority	1.19.8.304	
18.19.003		<b>Tenant File (Housing Authority):</b> Records concerning family unit certified to receive public housing assistance.	File may contain Section 8 Existing Housing Program Certificate fo Family Participation, certification or re-certification of tenant eligibility, Seciton 8 Existing Housing Program request of lease approval, unit inspection report, interim inspection reports, cathodic inspection report, etc.	6 years after termination of lease	Housing Authority	1.19.8.303	
18.20.001		<b>Commercial Driver's Certification (Form MVD-11042) Files:</b> Contain: certification form with: applicant's name, address, date of birth, social security number, driver's license number, state, and applicant's signature. Also contain: Vehicle Certification (Form MVD-10414), and Commercial Driver's License Examination (Form MVD-11040). Note: Paper originals may be destroyed after microfilm meets State of New Mexico Microphotography Standards and is verified for completeness, in accordance with SRC Rule No. 92-03 and 92-04. [8-1-94]		3 years from date of issuance.	MVD		

(Any records not specifically addressed herein shall be retained in accordance with applicable law.)

**New Mexico Municipal Records Retention Schedule - 10-18-2018**

Record No.	LO	RECORD SERIES NAME	DESCRIPTION/ EXAMPLES	RETENTION	Department	Old No.	NOTES
18.20.002		<b>Driver's License Application and identification Card Applications (Form MVD-10229):</b> These applications submitted for obtaining a New Mexico Driver's License or Identification (I.D.) Card. Numerical. Shows: applicant's name and address, date issued, number, expiration date, class, date of birth, sex, color of eyes, height, weight, social security number, vision exam, written & road tests, Commercial Driver's License (CDL) knowledge test scores, CDL skills test scores, applicant's questionnaire, organ donation statement, assumption of liability for applicant under age, name change, applicant certification, and Motor Vehicle Division (MVD) or authorized agent verification signature. This record is created in quadruplicate. A. MVD Division [12-16-82, 8-1-94]		3 years from date of issuance	MVD		

(Any records not specifically addressed herein shall be retained in accordance with applicable law.)



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

**Meeting Date:** October 11, 2023

**Date Submitted:** 10/11/23

**Department:** Community Development

**Item/Topic:** Las Vegas/San Miguel Chamber of Commerce FY 2023/2024 Quarterly Report.

**Fiscal Impact:**

**Attachments:** Chamber of Commerce report and Contract

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

Approved For Submittal By:

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

Reviewed By:

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

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

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

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

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

Las Vegas - San Miguel Chamber of Commerce

P. O. Box 128

505-429-2436

Las Vegas, NM 87701

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



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

October 2023 for August 2023

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

Exhibit A

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

Effective Date: February 2023-February 2024

A. Services Provided by LVSM Chamber of Commerce

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

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

**2<sup>nd</sup> Quarter Deliverable update: At present, weekends have not been staffed due to a violent incident that took place in the lobby on August 5, 2023 where there was only one clerk in the building and no other staff. We are currently working on getting an additional staff member through a program at LVCS due to the financial restraints.**

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

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





3. Increase outreach to local businesses to make sure those that want to be represented at the Visitor's Center will be represented;
  - Visitors consistently come in daily for information about the city
  - Peak times are around holidays, March through December and train arrival times, 12: 15pm and 2:15pm
  - Common questions are places to eat, places to stay (hotel, RV camp, AirBnB's, history of the area, Montezuma Hot Springs availability)

**2<sup>nd</sup> Quarter Deliverable update: Clerks regularly reach out to businesses to update menus or information that they have in the lobby. They also call or go to businesses when tourists request specific information.**

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

**2<sup>nd</sup> Quarter Deliverable update: Attached is a sheet with the number of visitors that have come into the Visitor's Center. You will notice that if there is someone to greet them and engage in conversation, we are able to get them to sign in as we assist them.**
5. Keep Visitor's Center stocked with appropriate information for the City of Las Vegas businesses such as hotels, restaurants, stores, shops, campgrounds, walking tours, etc.
6. Make sure that the information the Visitor's Center clerks provide in handouts, pamphlets and verbally is updated and current and Visitors are given correct and valid information in which they can navigate knowledgeably throughout Las Vegas, thus, enjoying their stay.
7. Coordinate and distribute the appropriate information as requested for both Tourist packets and Relocation packets;
  - Tourist packets contain Walking Tour guides, Restaurant, Hotel and Bar information, state parks information and tourist sites, etc.
  - Relocation packets contain Real Estate information, Rental Information, Educational Institution information, Walking Tour guides, Census information, etc.

**2<sup>nd</sup> Quarter Deliverable update: Clerks continue to regularly update and organize material and add to it by requesting it of other organizations, campgrounds, etc. or we will research and create pamphlets or handouts for those that inquire.**



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

**2<sup>nd</sup> Quarter Deliverable update: We continue to regularly receive requests via the Chambers website, email, phone or letters. Attached is the number of packets we have sent out.**

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

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

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

**2<sup>nd</sup> Quarter Deliverable update: This report today at the City Council Meeting dated October 11, 2023 is the LVSM Chamber's quarterly report. Due to personal illness and many events and Ribbon Cuttings, we were late on this quarterly report. Today's report is the August 2023 report and the August invoice was sent via email on September 14, 2023.**

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

**2<sup>nd</sup> Quarter Deliverable update: Chuck Griego remains in that position for the City of Las Vegas**



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

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

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

**2<sup>nd</sup> Quarter Deliverable update: The Chamber provided Ribbon Cuttings for Sunrise Clinics, Casa de Musica, Fusion Tacos, the Trolley, Rollin Love, Moore Therapy & Wellness and in addition, purchased and provided golden shovels for two Groundbreaking ceremonies in San Miguel County and 100% Community.**

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

**2<sup>nd</sup> Quarter Deliverable update: Monthly in person meetings continue with presentations from Richard Lavallee of the Regional Development Corporation, Christine Olsen of Work Keys Assessment and Briana Montaña Baca of the 2023 Northern New Mexico Small Business Conference. More presentations are lined up but attendance has decreased since before Covid. We have not yet scheduled a monthly networking event separate from the CED meeting.**

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

**2<sup>nd</sup> Quarter Deliverable update: This is ongoing**

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

**2<sup>nd</sup> Quarter Deliverable update: This is ongoing**

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

**2<sup>nd</sup> Quarter Deliverable update: We sent emails and called our members and has was not been a popular service that we offered.**



C. Economic Development Initiatives

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

**2<sup>nd</sup> Quarter Deliverable update: The Chamber presented at the SBDC Career Fair and Business Outreach and also sponsored one of the speakers and hosted a table, giving information and also networking with small business owners and organizations that assist business growth. The Chamber in collaboration with the City, several businesses, car show experts and film industry experts held its first “Fast Cars, Hot Bikes and Film Fun” event at Plaza Park and Bridge Street. Business owners in the area as well as vendors benefitted and we were able to collect photos of both vehicles and people for the filming database for productions that choose to film in this area.**

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

**2<sup>nd</sup> Quarter Deliverable update: We have promoted NMDWFS Job Fairs and Rapid Hire Events but have not been able to attend one due to both scheduling and staffing issues. We have not been able to have an actual “Casting Call” due to the WGA and SAG-AFTRA strikes but we did get 35 people added to our database for background actors. We have a class scheduled for October 28<sup>th</sup> taught by the Background Actors Association of New Mexico but still do not have the class at its minimum required attendees.**



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

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

**2<sup>nd</sup> Quarter Deliverable update: We continue to collaborate with various entities and have referred several local residents for local filming jobs (PA, Teacher on set, Background Actors, set construction, etc.) and their buildings ( MMS, Legion Park, CLV Airport, SM County Public Works, Koldyke Ranch, Ruby Ranch, Pheonix Ranch, etc. ) for local filming projects. The most recent international collaboration is with the BBC Scotland Science Unit in Glasgow.**

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

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

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

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

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

**2<sup>nd</sup> Quarter Deliverable update: The “Fast Cars, Hot Bikes and Film Fun” event was birthed out of the collaboration with Shayne Hartigan of Alessi Hartigan Casting and the first in a series of newspaper articles on filming jobs and film industry professionals in the area, and we continue to work with independent filmmakers and other casting agencies as the need arises in the city and county.**



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

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

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

**2<sup>nd</sup> Quarter Deliverable update: This is scheduled for October 28<sup>th</sup> at the Train Station Conference room but we are still in need of more participants. We will do more advertising prior.**

D. Tourism Initiatives

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

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

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

**2<sup>nd</sup> Quarter Deliverable update: We have forwarded the information that we have created in collaboration with City staff to Sunny 505 as well as attending their focus groups and have them present at our monthly CED meeting. We have also attended SM County Lodgers Tax meeting to give information on the materials most asked for at the Visitor's Center and the needs that need to be filled with a complete City/County and**



**community wide tourism approach. Our desire is to be inclusive and considerate of all businesses, venues, and tourist attractions and activities in the City and County.**

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

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

4. Lead the community in the NM Department of Tourism's Rural Tourism Incubator Application and develop a strategic tourism plan in line with the NM True brand (if approved by NMDT)

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

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

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

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

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



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

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### Visitor's Center Numbers for 2023

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

LVS Chamber has also sent out 31 relocation/visitor packets since January 1.

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



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

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

**Recitals**

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

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

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

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

**1. Term.**

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

**2. Completion Schedule.**

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

**3. Compensation and Payment Schedule.**

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

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

#### 4. Termination.

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

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

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

#### 5. Contractor Independent from City.

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

#### 6. Appropriation.

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

#### 7. Subcontracting.

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

#### 8. Assignment.

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

9. Taxes.

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

10. Business Insurance Requirements.

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

11. Workers' Compensation Insurance.

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

12. Indemnification.

Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Contract unless specifically exempted by New Mexico law. Contractor further agrees to hold the City harmless from all claims for any injury or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Contract.

13. Release.

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

14. Non Agency.

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

15. Confidentiality.

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

16. Conflict of Interest.

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

17. Non Discrimination.

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

18. Scope of Agreement and Amendment.

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

19. Applicable law.

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

20. Penalties for violation of law.

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

21. Conformance to Laws.

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

22. Work Product.

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

23. New Mexico Tort Claims Act.

Any liability incurred by the City in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30. The City and its 'public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense

and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

24. Third Party Beneficiaries.

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

25. Copy Effective as Original.

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

26. Notices.

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

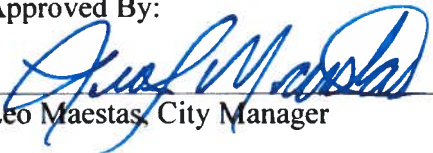
27. Miscellaneous.

Each individual who signs this Contract warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Contract on behalf of their respective entity. This Contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs and successors. Time shall be of the essence regarding all obligations of the parties herein. This Contract as written herein is the entire agreement of the Parties, and replaces any other prior or additional agreements between the Parties. In the event that any of the terms of this Contract are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Contract shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Contract, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.


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

CITY OF LAS VEGAS

Approved By:

  
Leo Maestas, City Manager


CONTRACTOR:

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

Date: 2/8/23

Date: 2-13-23

Attest:

 2/8/23  
Casandra Fresquez, City Clerk





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## Exhibit A

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

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

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

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

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

**P. O. Box 128**

**505-429-2436**

**Las Vegas, NM 87701**

[lvs chamberofcommerce@gmail.com](mailto:lvs chamberofcommerce@gmail.com)



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

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

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

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



### C. Economic Development Initiatives

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

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

### D. Tourism Initiatives

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

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

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



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

**Meeting Date:** October 11, 2023

**Date Submitted:** 10/11/23

**Department:** Community Development

**Item/Topic:** Conduct a public hearing and approval to Adopt Ordinance 23-08 repealing and replacing Ordinance No. 21-18, Article XIII, Cannabis Zoning.

This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter and 450-18 of the City Ordinances, is an exercise of the City of Las Vegas home rule powers and is in the best interests for the safety, welfare and public health of the City’s residents and visitors. The Council approved publication of Ordinance 23-08 on September 13, 2023 which was published on September 22, 2023 in the Las Vegas Optic and on the City’s website.

**Fiscal Impact:**

**Attachments:** Ordinance 23-08 with highlighted changes and final Ordinance.

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

Approved For Submittal By:

Reviewed By:

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

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

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

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

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

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

**CITY OF LAS VEGAS, NEW MEXICO**  
**Ordinance No. No. 23-08**

**AN ORDINANCE TO AMEND** the Code of the City of Las Vegas by repealing and replacing Ordinance 21-18, Article XIII, Cannabis Zoning. This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter and 450-98 of the City Ordinances, is an exercise of the City of Las Vegas home rule powers, and is in the best interests for the safety, welfare and public health of the City's residents and visitors.

**WHEREAS**, The Cannabis Regulation Act, NMSA 1978 section 26-2C-12.A provides that a local jurisdiction may adopt time, place and manner rules that do not conflict with the Cannabis Regulation Act or the Dee Johnson Clean Indoor Air Act {Chapter 26, Article B, NMSA} including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses; and

**WHEREAS**, Density limits of cannabis businesses that routinely interact with the public through sales and dispensing of cannabis products is consistent with the uses and limitations of uses authorized in zoning districts C-2 and C-3; and

**WHEREAS**, Density limits of cannabis businesses that routinely interact with the public through providing private consumption areas in conjunction with the sale or dispensing of cannabis products is consistent with the uses and limitations of uses authorized in zoning districts C-2 and C-3; and

**WHEREAS**, Density limits of cannabis establishments are necessary to ensure that cannabis businesses are not unduly concentrated and do not crowd out other commercial uses; and

**WHEREAS**, Density limitations of cannabis businesses that routinely interact with the public through sales and dispensing of cannabis products and promotes the health, safety and welfare of the citizens of Las Vegas; and

**WHEREAS**, Density limitations of cannabis businesses that routinely interact with the public through providing private consumption areas in conjunction with the sale or dispensing of cannabis products promotes the health, safety and welfare of the citizens of Las Vegas.

**BE IT ORDAINED** by the Governing Body of the City of Las Vegas as follows:

**Section 1.** The Code of the City of Las Vegas is hereby amended to change the general penalty provisions of Section 450-142 to read as follows:

**450-142. Cultivation and production of cannabis and cannabis products in residential structures for personal use.**

A. Purpose. This Section is intended to apply to any and all personal use or activity involving cannabis and cannabis products in residential structures to the extent authorized by applicable federal, state and local laws. The words in this Section 450-142 shall have the meanings of the words as specifically and expressly defined in NMSA 26-2C-2.

B. Any person, for purposes of this subsection and consistent with New Mexico state law, who is twenty-one (21) years of age or older, and not otherwise prohibited from possessing or being in the vicinity of cannabis or cannabis products, that is cultivating, producing or manufacturing cannabis or cannabis products solely for his or her own personal use, may possess, cultivate, process, manufacture or transport no more than six (6) mature cannabis plants and six (6) immature plants, as defined by the Cannabis Regulation Act, provided that despite a household having multiple residents, no more than twelve (12) mature cannabis plants may be present in any one household. Such possession shall be subject to the following requirements:

1. Such possessing, cultivation, processing, manufacturing or transporting of cannabis plants for personal use must be in full compliance with the applicable provisions of New Mexico law.

2. Such cannabis plants shall be possessed, cultivated, processed, manufactured or transported within the primary residence of the person possessing, cultivating, processing, manufacturing or transporting the cannabis plants for personal use only within the following zones: RA, RR, R-1, R-2 or R-3. No commercial cannabis activity or cannabis consumption area shall occur or be located in, or within 300 feet of, zones RA, RR, R-1, R-2 or R-3.

3. The possession, use, cultivation and processing of such cannabis for personal use must not be observable or perceptible from the exterior of the primary residence, or adjacent or nearby properties, including without limitation: (a) common visual observation, including any form of signage; (b) unusual odors, smells, fragrances or other olfactory stimulus; (c) light pollution, glare or brightness that disturbs others or affects property in the vicinity; or (d) noise from ventilation fans and other noise associated with the possession, use, cultivation or processing of cannabis that disturbs others or affects property in the vicinity.

4. Cannabis plants shall not be cultivated, stored, used, processed or otherwise located in the common area of a planned community or of a multi-family or attached residential structure.

6. Possession, storage, cultivation and processing of cannabis shall meet the requirements of all adopted City building and safety codes, including without limitation electrical systems, building codes and ventilation systems, as the same may be amended from time to time.

7. The use of any flammable or volatile solvent, gas, chemical or other compound in the extraction from cannabis of tetrahydrocannabinol ("THC") or other elements is prohibited.

8. The possession, storage, cultivation and processing of cannabis shall meet the requirements of all City water and wastewater regulations.

12. Cannabis use shall not occur in a private residence if said residence is used commercially to provide child care, adult care or health care or any combination of those activities. Outdoor cultivation or processing of cannabis is prohibited.

13. Any person who desires to cultivate or process cannabis or cannabis related products within a primary residence that they do not own, shall obtain the prior written consent of the property owner before commencing any cultivation or processing of cannabis or cannabis related products on the property.

14. Any City code enforcement officer, San Miguel County Sheriff's law enforcement officer, City law enforcement officer, City Fire Marshal, City Fire Chief or other City designee may enforce the provisions herein or issue citations for violation of this Section 450-142. In addition to any federal, state or other applicable fines or penalties, any person found guilty of a violation of this Section 450-142 shall incur a non-discretionary fine of the sum of \$1,000.00 \$500.00, and each day that a violation occurs shall be a separate offense. The fine imposed by this section shall not be suspended or deferred. The City reserves the right to terminate any City-issued or City-provided licenses, registrations, approvals, utilities or other such matter upon a second violation of City ordinances. Nothing herein shall prevent the City from seeking injunctive relief.

**Section 1.** The Code of the City of Las Vegas is hereby amended by adding additional definitions to Section 450-143 to read as follows:

**450-143. Commercial cannabis activity and cannabis consumption areas in non-residential zones.**

The words in this Section 450-143 shall have the meanings of the words as expressly defined in NMSA 26-2C-2, unless expressly defined herein. Any entity, for purposes of this subsection and consistent with New Mexico state law, who is licensed pursuant to the New Mexico Cannabis Regulation Act ("CRA") and not otherwise prohibited from engaging in commercial cannabis activity or a cannabis consumption area, may engage in commercial cannabis activity or a cannabis consumption area subject to the following requirements:

Cannabis consumption area means an area where cannabis products may be served and consumed.

Cannabis retailer means a person that sells cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

Cannabis manufacturer means a person that:



- (1) manufactures cannabis products;
- (2) packages cannabis products;
- (3) has cannabis products tested by a cannabis testing laboratory; or
- (4) purchases, acquires, sells or transports wholesale cannabis products to other cannabis establishments.

Cannabis producer means a person that:

- (1) cultivates cannabis plants;
- (2) has unprocessed cannabis products tested by a cannabis testing laboratory;
- (3) transports unprocessed cannabis products only to other cannabis establishments;
- or
- (4) sells cannabis products wholesale;

Commercial cannabis activity means:

- (1) means the cultivation, production, possession, manufacture, storage, testing, researching, labeling, transportation, couriering, purchase for resale, sale or consignment of cannabis products; and
- (2) does not include activities related only to the medical cannabis program, to cannabis training and education programs or to the personal cultivation or use of cannabis;

A. Commercial cannabis activity as defined by New Mexico law shall be allowed only in non-residential units or buildings in the following zones: C-2, C-3, M-1 and M-2. No commercial cannabis activity shall occur or be located in a CH or C-1 zones. Outdoor commercial cannabis activity or cannabis consumption area shall be prohibited.

B. No commercial cannabis activity or cannabis consumption area shall occur, or be located, in the common areas of any commercial or multi-family building located within the City limits. Commercial cannabis activity and a cannabis consumption area shall conform to all City ordinances, including without limitation all requirements of building, safety and fire codes. Any entity involved in commercial cannabis activity or a cannabis consumption area, and required to be licensed pursuant to the CRA, shall have an initial code inspections by the City, and shall comply with any and all requirements and conditions of said inspections prior to any commercial cannabis activity or activity regarding a cannabis consumption area, and shall submit to periodic code inspections. Fees for various code inspections:

Fire inspection: \$150.00

Water and wastewater inspection: \$150.00

Building inspection: \$150.00

Security inspection: \$150.00

C. Commercial cannabis activity, or any portion thereof, and a cannabis consumption area shall not be permitted on an exterior portion of a lot, unit, building or structure, and shall maintain a minimum separation distance of at least a 300 foot radius, with the radius being measured from the subject property boundaries, from any school or daycare center that existed at the time the entity was issued a license by the State of New Mexico.

D. Commercial cannabis activity, or any portion thereof, cannabis use or a cannabis consumption area shall not disturb adjacent or nearby properties, including without limitation: (a) any form of signage not approved by the City; (b) unusual odors, smells, fragrances or other olfactory stimulus; (c) light pollution, glare or brightness that disturbs others or affects property in the vicinity; or (d) noise from ventilation fans. While City-approved signage may be located on the exterior of the building or unit, and persons may have a general knowledge that cannabis goods and/or services may be obtained at the location consistent with the CRA.

E. The use of any flammable or volatile solvent, gas, chemical or compound in the extraction of tetrahydrocannabinol (“THC”) or other elements from cannabis is prohibited, except as may be permitted by New Mexico state law, and for an entity licensed pursuant to the CRA, and then only after inspection and approval by the City.

F. A daycare center shall mean any place which contributes to or is otherwise engaged in the supervision of minors, the elderly, and those with disabilities. A school shall mean any place which engages in the business, industry or administration of instructing or educating persons of any age, including without limitation public, private, charter and religious education or instruction.

G. For entities subject to the CRA, cannabis and products containing THC shall only be consumed in a cannabis consumption area as approved by CCD, which shall only be allowed within a licensed cannabis consumption area that occupies a standalone building from which smoke and cannabis odor does not infiltrate other indoor workplaces or other indoor places where smoking is otherwise prohibited pursuant to the Dee Johnson Clean Indoor Air Act. Cannabis producers, cannabis producer microbusinesses, and cannabis manufacturers shall use industry standard techniques to minimize odors, toxic or noxious particulates or matter, such as activated carbon filtration and regular maintenance of HVAC systems. Cannabis producers, cannabis producer microbusinesses, cannabis manufacturers, and cannabis consumption areas shall have an odor control plan approved by the City prior to conducting any cannabis related business.

H. Any and all cannabis consumption areas or cannabis establishments shall limit their hours of operation to the hours between 8:00 a.m. and 11:00p.m. from Monday to Saturday, and between noon and 10:00pm on Sundays, and any entity engaging in commercial cannabis activity or a cannabis consumption area shall have fulltime in-person security to prevent access for those under the age of 21 years and others who are not permitted in a cannabis consumption area or a location conducting commercial cannabis activity. The sales or service of any products containing THC from mobile, portable or temporary units, or drive-through locations is prohibited. Any entity engaged in any activity involving cannabis or products containing THC

shall provide to the City, for the City's approval, a plan for the monitoring and disposal of all waste products.

I. Any ~~entity engaging in commercial cannabis activity~~cannabis retailer or a cannabis consumption area shall maintain a minimum separation distance of at least a 500 foot radius, with the radius being measured from the subject property boundaries, from any existing location engaging in commercial cannabis activity or a cannabis consumption area.

a. This provision does not apply to commercial cannabis activities that do not include the sale of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers to cannabis entities providing an area where cannabis products may be served and consumed.

b. This provision does not apply to the commercial cannabis activities of cannabis manufacturers or to cannabis producers that operate within the parameters of their license under the Cannabis Regulation Act.

J. All cannabis producers and cannabis producer microbusinesses using conditioned soil shall comply with the New Mexico Soil and Water Conservation Act.

K. No alcohol or alcoholic products shall be located, sold, consumed or served, in a cannabis consumption area.

L. Any City code enforcement officer, San Miguel County Sheriff's law enforcement officer, City law enforcement officer, City Fire Marshal, City Fire Chief or other City designee may enforce the provisions herein or issue citations for violation of this Section 450-143. In addition to any federal, state or other applicable fines or penalties, any person found guilty of a violation of this Section 450-143 shall incur a non-discretionary fine of the sum of \$1,000.00 \$500.00, and each day that a violation occurs shall be a separate offense. The fine imposed by this section shall not be suspended or deferred. The City reserves the right to terminate any City-issued or City-provided licenses, registrations, approvals, utilities or other such matter upon a second violation of City ordinances. Nothing herein shall prevent the City from seeking injunctive relief.

M. It is the responsibility of the owners and operators of the business involving cannabis to ensure that it is, at all times, operating in a manner compliant with all applicable laws, and any regulations promulgated thereunder, and any specific additional operating procedures or requirements which may be imposed as conditions of approval of any licenses or privileges. Nothing in the City's ordinances shall be construed as authorizing any actions which violate federal law, state law, or local ordinances with respect to the operation of any business involving cannabis.

#### **450-144. Extra-Territorial Zone Application.**

The application process for obtaining an application to engage in commercial cannabis activity or a cannabis consumption area within the extra-territorial zone (“ETZ”) shall require the following:

1. San Miguel County (the “County”) shall be the primary point of contact and decision-making for all applicants if utilities are not provided by the City, which includes without limitation non-municipal/non-City sources of water, septic, solid waste provided by the County and electrical services by a provider other than PNM/Avangrid or some other merger, subsidiary or affiliate of said companies. In such circumstances, County cannabis fees shall apply. The City shall take be the primary point of contact and decision-making for all applications if one or more of the utilities are provided by the City, which includes without limitation electrical services by a provider other than PNM/Avangrid or some other merger or affiliate of said companies, City wastewater, City solid waste or City gas. In such situations, City cannabis fees shall apply. An application under this Section shall not be complete unless it includes a mandatory fee of \$150.00, to be paid to the entity which is not serving as the primary point of contact and decision-making, for the resources required to jointly evaluate any ETZ matters.
2. All applicants shall have an initial consultation with the Planning and Zoning Departments of the County and City.
3. If at any time the County or City desires a conditional use permit for the applicant, thus requiring a Planning and Zoning Commission hearing and/or approval by the governing body of the County or City, the Planning and Zoning Departments of the County and City shall be present for any public hearing to address any concerns of the County or City.
4. Approved applicants shall be required to attain both a County and City business license or registration, whichever is applicable. An inspection by the City Fire Department shall be required for any business operating in the ETZ, subject to the City’s Fire Inspection fee.

**Section 2.** The Code of the City of Las Vegas is hereby amended by repealing and replacing Article I of Section 160 with the following new Article I entitled “Business Registration” to read as follows:

**160-1 Definitions.** For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ADULT BUSINESS.** A business as described in Section 160.26 through 160.27.

**ENGAGING IN BUSINESS.** Persons operating, conducting, doing, carrying on, causing to be carried on, or pursuing any business, profession, occupation, trade, pursuit or activity for the purpose of profit and who are required to obtain a New Mexico taxpayer identification number.

**PERSON.** Any individual, estate, trust, receiver, cooperative association, club, corporation, company, firm, partnership, joint venture, syndicate or other entity engaging in a business, profession, occupation, trade, pursuit or commercial activity.

PLACE OF BUSINESS. The premises within the City, whether it be a personal residence, main business location or an outlet, branch or other location thereof, temporary or otherwise, where a person is engaging in business. In the event there is no location, but the business is transacted or the service provided in the location of the buyer, then the general sales area within the City shall be considered a PLACE OF BUSINESS. Unless a construction contractor has at least one permanent location within the city, PLACE OF BUSINESS includes a construction site, located in the City.

SEPARATE BUSINESS. A business located or conducted at the same address as another registered business, whether or not owned by the same person, that is additional to and different from the other registered business. A business will be considered a SEPARATE BUSINESS if it has a different name and it is not so related to the other business as to be a component part of the other business

### **160-2 Registration fee; Exemptions.**

A. No business registration fee shall be imposed on any business which is licensed under Article II of Section 160, or which is exempted pursuant to NMSA § 3-38-1 et seq., as amended.

B. There is imposed on each place of business conducted in the City a business registration fee for each calendar year. The fee of \$35.00 is imposed pursuant to NMSA § 3-38-3 as it now exists or is amended and shall be known as the “business registration fee.” The business registration fee shall be for a full 12-month period, but may not be prorated for business conducted for a portion of the year. Upon issuance, the business registration certificate shall be displayed within the business premises for viewing.

C. There is imposed on each entity engaging in adult business or licensed by the New Mexico Cannabis Control Division (“CCD”) in the City a cannabis/adultbusiness registration fee for each calendar year. The fee of \$350.00 is imposed and shall be known as the “cannabis business registration fee.” The cannabis business registration fee shall be for a full 12-month period, but may not be prorated for business conducted for a portion of the year. Each entity licensed by the CCD, after obtaining said licensure, as a provisional license letter from the CCD shall not be sufficient, shall obtain a City cannabis business license annually per calendar year, including the additional fee for the appropriate license acquired by the CCD for each cannabis establishment location, commercial cannabis activity location or cannabis consumption area within the City limits, which shall be as follows, with the City retaining the right to incorporate additional fees from time to time:

Courier \$60.00 first year, then \$30.00 annually

Testing laboratory \$250.00 first year, then \$100.00 annually

Manufacturer \$250.00 first year, then \$100.00 annually

Producer \$275.00 first year, then \$150.00 annually

Retailer \$300.00 first year, then \$150.00 annually

Research laboratory \$250.00 first year, then \$100.00 annually

Vertically integrated cannabis establishment \$750.00 first year, then \$100.00 annually

Cannabis producer microbusiness \$50.00 for one hundred plants or less first year then \$50.00 annually, or \$100.00 for one hundred and one plants to two hundred fifty plants first year, then \$100.00 annually

Integrated Cannabis microbusiness (activity based) \$250.00 first year, then \$100.00 annually

Cannabis consumption area \$350.00 first year, then \$350.00 annually

Upon issuance, the cannabis business registration shall be displayed within the cannabis business premises for viewing. The applicant for a cannabis business registration, its principals, registered manager, and all employees must be at least twenty-one years of age, meet all requirements under New Mexico law, and hold valid licenses and registrations as required by the State of New Mexico, including all applicable cannabis licenses.

D. The City, as the local business registration, and cannabis business registration, authority, shall have the power and authority to: (i) issue, deny or revoke a City business registration, or cannabis business registration, and renewals of the same, and where necessary, to conduct public hearings related thereto; (ii) impose any sanctions on any business registration or cannabis business registration, including revocation, upon its own authority and initiation, or in response to a complaint by any person for any violation by the licensee after investigation and a public hearing; (iii) adopt forms, fees, and submission requirements for a City business registration and cannabis business registration.

### **160-3 Application for issuance.**

A. Any person proposing to engage in business within the City limits shall apply to the City and pay a business registration fee as stipulated for each place of business within the City limits, prior to engaging in business.

B. Any person filing an application for issuance of a business registration shall include in the application the current taxpayer identification number, issued by the New Mexico Taxation and Revenue Department, and any other lawful information required by the City, including without limitation the disclosure of handling of hazardous, special materials, toxic or radioactive materials, or disclosure of whether the business is engaged in cultivating, processing, producing, manufacturing or sales of cannabis, or goods and services derived from cannabis. For each business engaged in any of the aforementioned matters, along with its application, such business shall submit: (i) a description of the type of products to be cultivated, processed, produced, manufactured or sold; (ii) the equipment to be used, including a list of any solvents, gases, chemicals or other compounds that will be used, kept or created in the course of business, including the location of such materials and how such materials will be stored; (iii) the projected amount of electricity to be used on a monthly basis and a list of equipment which will use such electricity, including the source of all electricity, and a letter from the applicable electric utility stating that the power capacity at the proposed location is sufficient for the intended use; (iv) the projected amount of water to be used on a monthly basis and a description of what the water will be used for, including the source of all water used by the business, and a letter from the applicable water utility stating the water capacity at the proposed location is sufficient for the

intended use; (v) the projected amount of wastewater to be produced on a monthly basis and a description of what solvents, chemicals, compounds or other elements may be included in the wastewater, including how and where the wastewater will be disposed of, a wastewater disposal plan, and a letter from the applicable wastewater utility stating that the wastewater capacity at the proposed location is sufficient for the intended use; (vi) an odor control plan indicating how the applicant intends to comply with the requirements of City and State laws and regulations; (vii) a security plan indicating how the applicant will comply with the requirements of City and State law and regulations; (viii) a site plan to scale and dimensioned, depicting the building footprint, parking areas, vehicle circulation and driveways, pedestrian facilities, lighting, landscaping, loading facilities, freestanding sign locations, snow removal strategy, trash receptacle location and fences; (ix) all cannabis-related businesses that handle or produce water contaminated by cannabis and cannabis products shall submit a water reclamation plan to ensure water within the City is not contaminated; and (x) a letter of authorization with original signatures from the owner(s) of the subject property stating their agreement with the intended use of the property.

C. The City shall not issue a business registration authorizing the conduct of commercial activity to any person or entity whose records reflect any unresolved noncompliance with the business registration provisions or any other City ordinances or regulations. No rights, benefits, permits, approvals or other such items contained in this Chapter 160 shall be transferred, conveyed or assigned to any other entity or location.

#### **160-4 Renewal, revocation, late fee and violation.**

A. Before the expiration of the business registration or cannabis/adult business registration, any person or entity with a place of business in the City and subject to this subchapter shall apply to renew the business registration and shall pay an annual fee of \$35.00 to the City for each business registration and \$350.00 for each cannabis/adult business registration.

B. The City shall not issue a renewal for the conduct of commercial activity to any person or entity whose records reflect any unresolved non-compliance with the business registration provisions or any other City ordinances or regulations.

C. Compliance with this Section 160 shall not exempt any business from compliance with all other applicable provisions of the City ordinances and regulation.

D. If any business is conducted in violation of this Article I of Section 160, the City may institute appropriate legal action brought to prevent the conduct of business or to restrain, correct or abate the violation. Any person who has not paid the registration fee for issuance or renewal by the deadline date shall be sent a notice of violation, ordering appearance before the City Clerk within 30 days from date notice is mailed, to show cause why the City should not initiate proceedings under this Article I of Section 160. Upon the City finding evidence of a violation of this Section, the City may set a hearing before the Governing Body to consider revocation or any other appropriate action. At such hearing, the Governing Body will make findings as to the reason(s) for revoking the registration or allowing it to remain in place with conditions. Revocation requires the business to immediately cease any and all commercial activity. The City, in its sole

discretion, may fine a business for violation of this Section, up to \$300.00 for each separate violation, with cumulative fines for each day a violation continues.

E. The Governing Body hereby declares and determines that the licensing and regulation of certain businesses would be conducive to the promotion and protection of the health and general welfare of the City. The fees imposed in this Section upon businesses which are hereby determined to affect the health and general welfare of the City shall bear a reasonable relation to the actual costs of the City in regulating each place of business named herein.

**Section 3.** The Code of the City of Las Vegas is hereby amended by repealing and replacing Sections 450-7 limited to the definition of “HOME OCCUPATION”, 450-119(D)(3), 450-120(D)(2), 450-121(D)(2), 450-122(D)(1), 450-123(D)(1), 450-124(D)(1), 450-125(C)(2), 450-125(D)(1), 450-126(C)(1), 450-126(D)(1), 450-127(D)(1), 450-128(C)(3), 450-128(D)(3), 450-129(D)(1), 450-130(E), 450-131(C) with the aforementioned portions to read as follows:

**450-7 HOME OCCUPATION.** Any occupation or business activity that results in a product or service and that is conducted for gainful employment in a dwelling unit by a person residing in that dwelling unit. A home occupation is customarily incidental to the residential use of the dwelling unit. Cannabis consumption area or commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”), shall not be a home occupation. The words in this Chapter 450 related to cannabis shall have the meanings of the words as expressly defined in NMSA 26-2C-2, unless expressly defined herein.

**450-119(D)(3)** Industrial use, cannabis consumption area or commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-120(D)(2)** Commercial uses, cannabis consumption area or commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-121(D)(2)** Commercial uses, except for those uses specifically listed as special uses. There shall be no cannabis consumption area, commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-122(D)(1)** Commercial uses, except for those uses specifically listed as special uses or allowed under a home occupation. There shall be no cannabis consumption area, commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-123(D)(1)** Commercial uses, except for those uses specifically listed as special uses or allowed under a home occupation. There shall be no cannabis consumption area, commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).



**450-124(D)(1)** Agricultural, cannabis consumption area or commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-125(C)(2)** Cannabis consumption area or cannabis retailer, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”), at least 300 feet from zones RA, RR, R-1, R-2 or R-3.

**450-125(D)(1)** Agriculture and cannabis producer activity which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-126(C)(1)** The cannabis retailer sales which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”), at least 300 feet from zones RA, RR, R-1, R-2 or R-3.

**450-126(D)(1)** Agricultural, and cannabis producer activity which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-127(D)(1)** Agricultural, cannabis consumption area or commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-128(C)(3)** Nursery for plants, and cannabis producer and cannabis manufacturer activities which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”), at least 300 feet from zones RA, RR, R-1, R-2 or R-3.

**450-128(D)(3)** Commercial uses, cannabis consumption area and cannabis retailer sales which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-129(D)(1)** Agricultural uses, cannabis consumption area and commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-130(E)** Development standards. A planned community shall be considered a separate zoning district in which the development plan, if and when approved, shall establish the restrictions and regulations according to what kind of development shall occur. However, R-1 setback yard development standards shall prevail for all principal permitted uses structures. There shall be no cannabis consumption area or commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”), or within 300 feet of zones RA, RR, R-1, R-2 or R-3.

**450-131(C)** Uses requiring special use permit. Refer to uses permitted by special use in the respective zone. There shall be no cannabis consumption area, cannabis manufacturer or cannabis producer activity, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**Section 4.** The Code of the City of Las Vegas is hereby amended by repealing and replacing Sections 290-99(A) and Chapter 301 to read as follows:

**290-99 Penalty.**

A. If any person violates any of the provisions of this chapter, excluding Section 290-31, the City shall assess a fine for such violation. The mandatory amounts are as follows: first offense \$500, second offense \$750, third and each subsequent offense \$1,000. Each day this chapter is violated shall constitute a separate violation.

**301-1 Title and purpose.**

This chapter is called and may be cited as the "Nuisances Code Ordinance" for the Municipality of Las Vegas, New Mexico (the "City"). The abatement of public nuisances for the protection of public health, safety and welfare is a matter of local concern. The purpose of this Chapter 301 is to abate public nuisances. The actions provided in Chapter 301 are designed to abate public nuisances by removing the property, both real and personal, from criminal and unsafe use, to make property owners vigilant in preventing public nuisances on, in or using their property and responsible for the lawful use of their property by tenants, guests and occupants, and to deter public nuisances.

**301-2 Definitions and rules of construction.**

In the construction of the Nuisances Code Ordinance, the following definitions and rules of construction shall be observed, unless it shall be otherwise expressly provided in any section of this chapter, or unless inconsistent with the manifest intent of this chapter:

CITY CODE ENFORCEMENT OFFICER

A City employee who is charged with carrying out and enforcing provisions of the City Code, including but not limited to the provisions of this chapter.

LEGAL OR EQUITABLE INTEREST OR RIGHT OF POSSESSION

Every legal or equitable interest, title, estate or right of possession recognized by law and equity, including without limitations freeholds, life estates, future interests, condominium rights, time-share rights, leaseholds, easements, licenses, liens, deeds of trust, contractual rights, mortgages, security interests, real estate contract, and any right or obligation to manage or act as agent or trustee for any person or entity holding any of the foregoing.

OWNER

Includes any person that holds record title or an interest in or to the property and any person entitled under any agreement to the control or direction of the management or disposition of the building or premises where the violation in question occurs.

PERSON

Any human being or legal entity, whether incorporated or unincorporated.

SHALL

"Shall" is mandatory, and "may" is permissive.

SOLID WASTE

That which is commonly discarded as waste; or which, if discarded on the ground, will create or contribute to an unsanitary, offensive or unsightly condition. Refuse includes, but is not limited to, the following items or classes of items: waste food; wastepaper and paper products; cans, bottles, or other containers; junked household furnishings and equipment; junked parts or bodies of automobiles and other metallic junk or scrap; portions or carcasses of dead animals; and collection of ashes, dirt, yard trimmings or other rubbish.

### STREET

Any thoroughfare that can accommodate pedestrian or vehicular traffic, is open to the public and is under the control of the City of Las Vegas.

### **301-3 Violations and penalties.**

Any person or entity found guilty of violating any of the provisions of this chapter shall be fined \$500.00 or imprisoned for a period of not more than 90 days, or both, and each day this chapter is violated shall constitute a separate offense. The aforementioned \$500.00 fine is absolute, and no judge shall exercise discretion of said amount.

### **301-4 Prohibitions and enforcement.**

It shall be unlawful for any person or entity who is the owner, manager, tenant, lessee, occupant or other person having any legal or equitable interest or right of possession in or to any real property, motor vehicle, or other personal property ("Interested Person") to cause, permit, maintain, promote, facilitate, fail to prevent, or allow the creation or maintenance of a public nuisance as described in Section 301-6 on such property. For purposes of this chapter, the owner of property means the person in control of the property, or the owner's representative, an agent or attorney-in-fact or power-of-attorney of the owner. Enforcement of a violation of Section 301-6, and administration, supervision or performance of actions taken pursuant to this chapter shall be through the City's code enforcement division.

### **301-5 Nuisance declared.**

For the health, safety and welfare of the City residents and visitors, it is necessary to prohibit certain activities and matters from the public view, including without limitation the observation of activities involving cannabis and cannabis products by persons under 21 years of age, and the accumulation of junk, trash, used tires, vehicle parts, certain vehicles as described below, solid waste on property, and persons living, squatting or otherwise inhabiting a structure without utilities within the City limits by declaring such matters a nuisance. It shall also be unlawful to be in the possession of or maintain a lot, building or structure that is dangerous, unsafe or not compliant with applicable codes, if said non-compliance poses a credible danger, fire hazard or otherwise creates a public nuisance. The following are hereby declared to be a public nuisance:

(A) Abandoned property. Any deteriorated, wrecked, dismantled or partially dismantled, inoperable and/or abandoned property, or in unusable condition, having no value other than nominal scrap or junk value, which has been left unprotected from the elements outside of a permanent and enclosed structure. Without being so restricted this shall include deteriorated,

wrecked, dismantled or partially dismantled, inoperable, or abandoned motor vehicles, abandoned mobile homes, trailers, boats, machinery, refrigerators, washing machines and other appliances, plumbing fixtures, furniture, building materials and any other similar articles or personal property in such condition. This Section A is not applicable to areas where such activity is within the contemplated purpose of duly licensed businesses and such property is kept in a wholly enclosed garage or structure.

(B) Breeding place for flies, rodents and/or pests. The unhealthful accumulation or stockpiling of manure, garbage, tires, debris or discarded items which is a potential harboring place and breeding area for insects, rodents or other non-domesticated animals.

(C) Burning. The burning of any excrement, chemical or plastic substances, or any liquid or substance in violation of federal or state dischargeable substance statutes or City ordinances on any property. This includes the burning of any tires, rubber products, asphalt shingles, plastic, tar paper or any substance which may cause a black, hydrocarbon, toxic, or noxious plume of smoke.

(D) Combustible materials. Any dangerous accumulation upon any property of combustible refuse matter such as paper, sweepings, rags, grass, dead trees, tree branches, wood shavings, wood, magazines, cardboard and other like materials, including any flammable or volatile solvents that may be used to manufacture cannabis products.

(E) Dead animals. For the owner of a dead animal to permit it to remain undisposed for more than seventy-two (72) hours.

(F) Disposal or dumping. The accumulation of garbage, refuse, waste, trash, rubbish or building materials upon any property outside an approved landfill.

(G) Dangerous buildings. Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary or unmaintained condition that it is a menace or danger, or potential danger, to the health of people residing in the vicinity thereof, presents a fire hazard, or presents a danger to adjacent or nearby properties. Any building, property or other structure shall be considered dangerous and not habitable for purposes of this Chapter if said building, property or structure is not connected to, able to use services from, or does not have the infrastructure to provide, the following utilities: potable water from the City or a functioning and producing well; electricity; solid-waste removal; wastewater services from the City or a functioning septic system.

(H) Odors. All disagreeable or obnoxious odors or stench, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stench, including smoke and fires.

(I) Pollution. The pollution of any public well, stream, lake, canal, or body of water by sewage, dead animals, dairy waste, industrial wastes, agricultural wastes, cannabis wastes, or other substances. Polluting water consists of knowingly or unlawfully introducing any object or substance into any body of public water causing it to be offensive or dangerous for human or

animal consumption, or human or animal use. Polluting water constitutes a public nuisance. For the purpose of this section, "body of water" means any public river or tributary thereof, stream, lake, pond, reservoir, acequia, canal, ditch, spring, well or declared or known groundwaters.

(J) Illegal activity. Any building, structure, or other place or location where any activity is conducted, performed or maintained in violation of law.

(K) Any activity related to cannabis at any location where cannabis or cannabis products are cultivated, processed, manufactured, produced, stored, held, weighed, packaged, used, ingested, disposed or wasted shall not create a nuisance or disturbance that can be observed or perceived from any public place or public property, any adjacent or nearby property, or the exterior of the structure in which said activities are taking place, including without limitation, (i) any form of signage not approved by the City, (ii) abnormal or unusual odors, smells, fragrances or other olfactory stimulus, (iii) light pollution, glare or brightness that disturbs or affects other persons or adjacent or nearby property, or (iv) noise or vibration from ventilation fans that disturb or affect another person or another property. The smell or odor of cannabis or cannabis products shall not be capable of being detected by a person with a normal sense of smell from any adjoining or nearby lot, parcel or tract of land, or from any public right of way, public place or public property. Any property where cannabis is cultivated, processed, manufactured, tested, stored, held, sold, weighed, packaged, used, disposed or wasted shall be used, operated and maintained in such a manner in which at no time shall it constitute a nuisance or hazard to the surrounding area, buildings, businesses or neighborhood.

(L) Unsanitary premises. It shall be unlawful for any person to permit or cause to remain in or on such person's premises any solid waste, weeds, trash, rubbish, overgrown plants or trees, vehicle parts, or other condition which is unsanitary, unmaintained or contrary to public health or safety.

(M) Solid waste receptacles. All solid waste receptacles shall be maintained in a clean and sanitary condition by the owner or person using the receptacle, and such receptacles shall be located only in such places as shall be readily accessible for removing and emptying the same, but shall not be placed in such place or position as may constitute a nuisance or obstruction to vehicular or pedestrian traffic.

(N) Definitions. As used in this chapter, the following terms shall have the following meanings:

DISMANTLED OR PARTIALLY DISMANTLED VEHICLE

Any motor vehicle from which some part or parts which are ordinarily a component thereof have been removed or are missing.

INOPERATIVE OR INOPERABLE MOTOR VEHICLE

Any motor vehicle which by reason of dismantling, disrepair or other cause is incapable of being propelled under its own power.

MOTOR VEHICLE

Any wheeled vehicle which is self-propelled or intended to be self-propelled.

### DANGEROUS BUILDING/STRUCTURE

Any building or structure from which the foundation, windows, roofs, walls, vents, floors, and/or doors are susceptible to precipitation, insects, rodents, and vermin entering the building, or causing an infestation that can affect the public comfort, health, peace, welfare, or safety.

### UNSAFE BUILDING/STRUCTURE

Any building or structure, or any part of a building or structure, that is in an impaired condition that makes it unsafe to any person, animal or nearby or adjacent property.

#### **301-6 Notice to abate.**

Any municipal code enforcement officer, or other person designated by the City, upon observing any violation of this chapter shall issue a notice to an Interested Person. The notice shall describe the violation and shall provide a time limit for remedying the violation by the Interested Person, which shall not be less than two days or more than five days after notice is given by the City. The violation notice may be served personally upon any of the aforementioned persons in this section, by certified mail to the property's address or posted on the property

#### **301-7 Contents of notice; red tag; time limit for compliance.**

(A) The first notice will be in the form of a violation notice (red tag) which will be delivered pursuant to 301-7. The red tag will describe the violation and contain a compliance date. If the violation is not fully remedied by the stated deadline, then the City, in its sole discretion, may proceed with abatement of the violation, with the filing of a complaint in a court of law, or may issue a second red tag notice. If the violation is not fully remedied by the deadline stated in the second red tag, then the City may proceed, in the City's sole discretion, with abatement of the violation or with the filing of a complaint in a court of law. The property owner may request in writing from the Community Development Department an extension of the red tag deadline, which may be granted in the City's sole discretion. The City, in its sole discretion, may bypass the issuance of a violation notice and proceed directly to filing a complaint in a court of law.

#### **301-8 Abatement by City.**

Upon the failure to timely abate the nuisance pursuant to 301-7, the City may proceed without notice to abate such nuisance itself.

#### **301-9 City's cost declared lien.**

Any and all costs incurred by the City in the abatement of a nuisance, or for amounts or fines assessed or arising under this chapter, shall constitute a lien against the property upon which the nuisance existed, which lien, and its contents, shall be recorded in a form that is substantially similar to the lien form required by NMSA 3-36-1. The principal amount of any lien imposed by the City under this Chapter shall bear interest at the rate of twelve percent per annum from the

date of recording of the lien. The City, in its sole discretion, may foreclose on the lien, sell or assign such lien, or take any other action it deems necessary regarding the lien.

**301-10 Alternative method of abatement.**

A. Except as otherwise provided in this Section, an action filed in court for abatement shall be governed by the New Mexico Rules of Civil Procedure.

B. A civil action to abate a public nuisance may be brought in any court of competent jurisdiction against any person or entity who violates any provision of this Chapter.

C. For cases in the City's Municipal Court, a lien against real estate may be foreclosed in the same manner that mortgages or other liens against real estate are foreclosed with like rights of redemption. A lien against personal property may be foreclosed in the same manner security interests are foreclosed. At the trial of any case foreclosing any lien, the recitals of the lien or other evidence of indebtedness shall be received in evidence as prima facie true. In the foreclosure of any lien created by municipal ordinance or under authority of law, a reasonable attorney's fee shall be granted by the court as part of the reasonable costs of the case.

D. The City may file a criminal complaint for public nuisance in the appropriate court as provided by New Mexico law.

E. Pursuant to NMSA 30-8-8(B), as it may be amended, a civil action to abate a public nuisance may be brought, by verified complaint in the name of the state without cost, by any public officer or private citizen, in the district court of the county where the public nuisance exists, against any person, corporation or association of persons who shall create, perform or maintain a public nuisance.

**Section 5.** The Code of the City of Las Vegas is hereby amended by repealing and replacing Section 440-18 to read as follows:

**440-18 Limitation of use.** Resale of water service or the furnishing of water service to others by a customer shall not be permitted except where such resale or furnishing of service is provided for in the applicable schedule and in a written agreement between the customer and the City. City municipal water and wastewater shall not be used for the commercial cultivation, processing, manufacturing or production of cannabis or cannabis products or other commercial agricultural or commercial dairy purposes.

**Section 6.** The Code of the City of Las Vegas is hereby amended by repealing and replacing Sections 450-83, 450-84 and 450-88 to read as follows:

**450-83 Filing fee for variance, conditional use and special use permit.** A fee of \$175.00 for each variance or special use application and a fee of \$800.00 for each conditional use application shall be paid to the City of Las Vegas through the Community Development Department upon the filing of such application as provided in this chapter. Paying of the application fee shall not

be construed in any way to be approval of the proposed permit, and no refund of any fee shall be granted under any circumstances. All entities which submitted a medical cannabis application or recreational license application with the New Mexico Cannabis Control Division (“CCD”) for commercial cannabis activity or cannabis consumption area, including without limitation all entities currently and completely licensed for medical use pursuant to the Lynn and Erin Compassionate Use Act, are required to submit a conditional use application to the City, pay the non-refundable application fee and provide a copy of the entity’s approved license from the CCD for the City’s consideration of conditional use for commercial cannabis activity or a cannabis consumption area, with the understanding that submittal of such application to the City shall not in any way guarantee approval. Currently licensed hemp producers in good standing with the New Mexico Environmental Department and the Secretary of State’s Office, and currently licensed medical cannabis producers in good standing with the New Mexico Department of Health and the CCD seeking dual licensure for recreational cannabis production, must also submit a conditional use application to the City, and comply with all City codes.

**450-84 Setting hearings.** All completed applications for variances, conditional use or special use permits, as provided in this chapter, shall be set by the City Manager or City Manager’s designee for public hearing. The date of the first hearing shall not be less than 15 days or more than 60 days from the date of the filing of a completed application.

**450-88 Board to act on variance, special use or conditional use.**

A. Not more than 60 days following completion of its investigation and hearings on the application for a variance, conditional use or special use, the Board of Adjustment shall by majority vote: (1) grant or deny the variance or special use permit subject to specified conditions; and (2) adopt written findings which provide all facts relied upon by the Board in rendering its decision, set forth whether the facts meet or fail the requirements of this chapter, and state the reasons for any conditions imposed by the Board; all of which will be provided in the minutes of the Board’s meeting. All special or conditional use applications shall have a site plan attached to the application before the City will review or process the application. Approval of the site plan shall be obtained prior to any development of the property. The site plan at a minimum shall include the following: (i) scale and north arrow; (ii) lot boundaries and easements; (iii) existing and proposed utilities, (iv) existing and proposed rights-of-way; (v) proposed structures with uses, dimensions and setbacks; (vi) proposed ingress, egress, parking and circulation; (vii) landscaping and landscape buffers; (viii) elevations; (ix) adjacent property characteristics; and (x) preliminary drainage plan.

B. Failure of the Board to act on any variance, special use or conditional use application within 60 days from the date of the filing of a completed application shall qualify the applicant to request a hearing before the City’s Governing Body. No rights, benefits, permits, approvals or other such items contained in this Chapter 450 shall be transferred, conveyed or assigned to any other entity or location.

**Section 7.** The Code of the City of Las Vegas is hereby amended by repealing and replacing Section 192-53 to read as follows:



192-52 Unlawful possession of cannabis; penalties.

Cannabis shall have be defined as provided in the Cannabis Regulation Act. It shall be unlawful to use, possess, cultivate, process, manufacture, sell, give away, or take any other action regarding cannabis that is contrary to law.

**Section 8.** The Code of the City of Las Vegas is hereby amended by repealing and replacing Section 12-6-12.2(K) to read as follows:

If a person is convicted of driving a motor vehicle while under the influence of intoxicating liquor or drugs in violation of § 12-6-12.1 A, B, C or D, a first offender, at the discretion of a trial court after a presentence investigation, including an inquiry to the Motor Vehicle Division of the Transportation Department concerning the driver's driving record, may receive a deferred sentence on the condition that the driver attend a driver rehabilitation program, also known as the "driving while intoxicated school," approved by the court and the Division and such other rehabilitative services as the court may determine to be necessary; however, imposition of a deferred sentence shall classify the person as a first offender. The Municipal Court shall forward to the Division the abstract of all proceedings and the report of the disposition of the case. For the purpose of this subsection, cannabis, as defined by NMSA 26-2C-2, shall be classified as a drug.

**Section 9.** The Governing Body finds, determines and declares that this ordinance is promulgated for the health, safety and welfare of the public, and that this ordinance is necessary for the preservation of health, safety and for the protection of the public welfare.

**Section 10.** Severability. The provisions of this ordinance are declared to be severable, and if any portion of this ordinance, for any reason, is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance. The Governing Body specifically finds and declares that it would have passed this ordinance, and each part thereof, regardless of the fact that one or more parts could be declared invalid, severable or unconstitutional.

**Section 11.** Effective Date. This ordinance shall become effective upon the execution by the Mayor and the affirmative vote of the majority of the Governing Body.

PASSED, ADOPTED and ENACTED this \_\_\_\_ day of August, 2023.

\_\_\_\_\_  
Mayor Louie A. Trujillo  
ATTEST:

Reviewed and approved as to legal sufficiency only:

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

\_\_\_\_\_  
Randall VanVleck, City Attorney

**CITY OF LAS VEGAS, NEW MEXICO**  
**Ordinance No. 23-08**

**AN ORDINANCE TO AMEND** the Code of the City of Las Vegas by repealing and replacing Ordinance 21-18, Article XIII, Cannabis Zoning. This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter and 450-98 of the City Ordinances, is an exercise of the City of Las Vegas home rule powers, and is in the best interests for the safety, welfare and public health of the City’s residents and visitors.

**WHEREAS**, The Cannabis Regulation Act, NMSA 1978 section 26-2C-12.A provides that a local jurisdiction may adopt time, place and manner rules that do not conflict with the Cannabis Regulation Act or the Dee Johnson Clean Indoor Air Act {Chapter 26, Article B, NMSA} including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses; and

**WHEREAS**, Density limits of cannabis businesses that routinely interact with the public through sales and dispensing of cannabis products is consistent with the uses and limitations of uses authorized in zoning districts C-2 and C-3; and

**WHEREAS**, Density limits of cannabis businesses that routinely interact with the public through providing private consumption areas in conjunction with the sale or dispensing of cannabis products is consistent with the uses and limitations of uses authorized in zoning districts C-2 and C-3; and

**WHEREAS**, Density limits of cannabis establishments are necessary to ensure that cannabis businesses are not unduly concentrated and do not crowd out other commercial uses; and

**WHEREAS**, Density limitations of cannabis businesses that routinely interact with the public through sales and dispensing of cannabis products and promotes the health, safety and welfare of the citizens of Las Vegas; and

**WHEREAS**, Density limitations of cannabis businesses that routinely interact with the public through providing private consumption areas in conjunction with the sale or dispensing of cannabis products promotes the health, safety and welfare of the citizens of Las Vegas.

**BE IT ORDAINED** by the Governing Body of the City of Las Vegas as follows:

**Section 1.** The Code of the City of Las Vegas is hereby amended to change the general penalty provisions of Section 450-142 to read as follows:

**450-142. Cultivation and production of cannabis and cannabis products in residential structures for personal use.**

A. Purpose. This Section is intended to apply to any and all personal use or activity involving cannabis and cannabis products in residential structures to the extent authorized by applicable federal, state and local laws. The words in this Section 450-142 shall have the meanings of the words as specifically and expressly defined in NMSA 26-2C-2.

B. Any person, for purposes of this subsection and consistent with New Mexico state law, who is twenty-one (21) years of age or older, and not otherwise prohibited from possessing or being in the vicinity of cannabis or cannabis products, that is cultivating, producing or manufacturing cannabis or cannabis products solely for his or her own personal use, may possess, cultivate, process, manufacture or transport no more than six (6) mature cannabis plants and six (6) immature plants, as defined by the Cannabis Regulation Act, provided that despite a household having multiple residents, no more than twelve (12) mature cannabis plants may be present in any one household. Such possession shall be subject to the following requirements:

1. Such possessing, cultivation, processing, manufacturing or transporting of cannabis plants for personal use must be in full compliance with the applicable provisions of New Mexico law.

2. Such cannabis plants shall be possessed, cultivated, processed, manufactured or transported within the primary residence of the person possessing, cultivating, processing, manufacturing or transporting the cannabis plants for personal use only within the following zones: RA, RR, R-1, R-2 or R-3. No commercial cannabis activity or cannabis consumption area shall occur or be located in, or within 300 feet of, zones RA, RR, R-1, R-2 or R-3.

3. The possession, use, cultivation and processing of such cannabis for personal use must not be observable or perceptible from the exterior of the primary residence, or adjacent or nearby properties, including without limitation: (a) common visual observation, including any form of signage; (b) unusual odors, smells, fragrances or other olfactory stimulus; (c) light pollution, glare or brightness that disturbs others or affects property in the vicinity; or (d) noise from ventilation fans and other noise associated with the possession, use, cultivation or processing of cannabis that disturbs others or affects property in the vicinity.

4. Cannabis plants shall not be cultivated, stored, used, processed or otherwise located in the common area of a planned community or of a multi-family or attached residential structure.

6. Possession, storage, cultivation and processing of cannabis shall meet the requirements of all adopted City building and safety codes, including without limitation electrical systems, building codes and ventilation systems, as the same may be amended from time to time.

7. The use of any flammable or volatile solvent, gas, chemical or other compound in the extraction from cannabis of tetrahydrocannabinol ("THC") or other elements is prohibited.

8. The possession, storage, cultivation and processing of cannabis shall meet the requirements of all City water and wastewater regulations.

12. Cannabis use shall not occur in a private residence if said residence is used commercially to provide child care, adult care or health care or any combination of those activities. Outdoor cultivation or processing of cannabis is prohibited.

13. Any person who desires to cultivate or process cannabis or cannabis related products within a primary residence that they do not own, shall obtain the prior written consent of the property owner before commencing any cultivation or processing of cannabis or cannabis related products on the property.

14. Any City code enforcement officer, San Miguel County Sheriff's law enforcement officer, City law enforcement officer, City Fire Marshal, City Fire Chief or other City designee may enforce the provisions herein or issue citations for violation of this Section 450-142. In addition to any federal, state or other applicable fines or penalties, any person found guilty of a violation of this Section 450-142 shall be fined the sum of \$500.00, and each day that a violation occurs shall be a separate offense. The fine imposed by this section shall not be suspended or deferred. The City reserves the right to terminate any City-issued or City-provided licenses, registrations, approvals, utilities or other such matter upon a second violation of City ordinances. Nothing herein shall prevent the City from seeking injunctive relief.

**Section 1.** The Code of the City of Las Vegas is hereby amended by adding additional definitions to Section 450-143 to read as follows:

**450-143. Commercial cannabis activity and cannabis consumption areas in non-residential zones.**

The words in this Section 450-143 shall have the meanings of the words as expressly defined in NMSA 26-2C-2, unless expressly defined herein. Any entity, for purposes of this subsection and consistent with New Mexico state law, who is licensed pursuant to the New Mexico Cannabis Regulation Act ("CRA") and not otherwise prohibited from engaging in commercial cannabis activity or a cannabis consumption area, may engage in commercial cannabis activity or a cannabis consumption area subject to the following requirements:

*Cannabis consumption area* means an area where cannabis products may be served and consumed.

*Cannabis retailer* means a person that sells cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

*Cannabis manufacturer* means a person that:

- (1) manufactures cannabis products;
- (2) packages cannabis products;
- (3) has cannabis products tested by a cannabis testing laboratory; or

- (4) purchases, acquires, sells or transports wholesale cannabis products to other cannabis establishments.

*Cannabis producer* means a person that:

- (1) cultivates cannabis plants;
- (2) has unprocessed cannabis products tested by a cannabis testing laboratory;
- (3) transports unprocessed cannabis products only to other cannabis establishments;
- or
- (4) sells cannabis products wholesale;

*Commercial cannabis activity* means:

- (1) means the cultivation, production, possession, manufacture, storage, testing, researching, labeling, transportation, couriering, purchase for resale, sale or consignment of cannabis products; and
- (2) does not include activities related only to the medical cannabis program, to cannabis training and education programs or to the personal cultivation or use of cannabis;

A. Commercial cannabis activity as defined by New Mexico law shall be allowed only in non-residential units or buildings in the following zones: C-2, C-3, M-1 and M-2. No commercial cannabis activity shall occur or be located in a CH or C-1 zones. Outdoor commercial cannabis activity or cannabis consumption area shall be prohibited.

B. No commercial cannabis activity or cannabis consumption area shall occur, or be located, in the common areas of any commercial or multi-family building located within the City limits. Commercial cannabis activity and a cannabis consumption area shall conform to all City ordinances, including without limitation all requirements of building, safety and fire codes. Any entity involved in commercial cannabis activity or a cannabis consumption area, and required to be licensed pursuant to the CRA, shall have an initial code inspections by the City, and shall comply with any and all requirements and conditions of said inspections prior to any commercial cannabis activity or activity regarding a cannabis consumption area, and shall submit to periodic code inspections. Fees for various code inspections:

Fire inspection: \$150.00

Water and wastewater inspection: \$150.00

Building inspection: \$150.00

Security inspection: \$150.00

C. Commercial cannabis activity, or any portion thereof, and a cannabis consumption area shall not be permitted on an exterior portion of a lot, unit, building or structure, and shall maintain a minimum separation distance of at least a300 foot radius, with the radius being measured from

the subject property boundaries, from any school or daycare center that existed at the time the entity was issued a license by the State of New Mexico.

D. Commercial cannabis activity, or any portion thereof, cannabis use or a cannabis consumption area shall not disturb adjacent or nearby properties, including without limitation: (a) any form of signage not approved by the City; (b) unusual odors, smells, fragrances or other olfactory stimulus; (c) light pollution, glare or brightness that disturbs others or affects property in the vicinity; or (d) noise from ventilation fans. While City-approved signage may be located on the exterior of the building or unit, and persons may have a general knowledge that cannabis goods and/or services may be obtained at the location consistent with the CRA.

E. The use of any flammable or volatile solvent, gas, chemical or compound in the extraction of tetrahydrocannabinol (“THC”) or other elements from cannabis is prohibited, except as may be permitted by New Mexico state law, and for an entity licensed pursuant to the CRA, and then only after inspection and approval by the City.

F. A daycare center shall mean any place which contributes to or is otherwise engaged in the supervision of minors, the elderly, and those with disabilities. A school shall mean any place which engages in the business, industry or administration of instructing or educating persons of any age, including without limitation public, private, charter and religious education or instruction.

G. For entities subject to the CRA, cannabis and products containing THC shall only be consumed in a cannabis consumption area as approved by CCD, which shall only be allowed within a licensed cannabis consumption area that occupies a standalone building from which smoke and cannabis odor does not infiltrate other indoor workplaces or other indoor places where smoking is otherwise prohibited pursuant to the Dee Johnson Clean Indoor Air Act. Cannabis producers, cannabis producer micro businesses, and cannabis manufacturers shall use industry standard techniques to minimize odors, toxic or noxious particulates or matter, such as activated carbon filtration and regular maintenance of HVAC systems. Cannabis producers, cannabis producer micro businesses, cannabis manufacturers, and cannabis consumption areas shall have an odor control plan approved by the City prior to conducting any cannabis related business.

H. Any and all cannabis consumption areas or cannabis establishments shall limit their hours of operation to the hours between 8:00 a.m. and 11:00p.m. from Monday to Saturday, and between noon and 10:00pm on Sundays, and any entity engaging in commercial cannabis activity or a cannabis consumption area shall have fulltime in-person security to prevent access for those under the age of 21 years and others who are not permitted in a cannabis consumption area or a location conducting commercial cannabis activity. The sales or service of any products containing THC from mobile, portable or temporary units, or drive-through locations is prohibited. Any entity engaged in any activity involving cannabis or products containing THC shall provide to the City, for the City’s approval, a plan for the monitoring and disposal of all waste products.

I. Any cannabis retailer or a cannabis consumption area shall maintain a minimum separation distance of at least a 500 foot radius, with the radius being measured from the subject property boundaries, from any existing location engaging in commercial cannabis activity or a cannabis consumption area.

a. This provision does not apply to commercial cannabis activities that do not include the sale of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers or to cannabis entities providing an area where cannabis products may be served and consumed.

b. This provision does not apply to the commercial cannabis activities of cannabis manufacturers or to cannabis producers that operate within the parameters of their license under the Cannabis Regulation Act.

J. All cannabis producers and cannabis producer micro businesses using conditioned soil shall comply with the New Mexico Soil and Water Conservation Act.

K. No alcohol or alcoholic products shall be located, sold, consumed or served, in a cannabis consumption area.

L. Any City code enforcement officer, San Miguel County Sheriff's law enforcement officer, City law enforcement officer, City Fire Marshal, City Fire Chief or other City designee may enforce the provisions herein or issue citations for violation of this Section 450-143. In addition to any federal, state or other applicable fines or penalties, any person found guilty of a violation of this Section 450-143 be fined the sum of \$500.00, and each day that a violation occurs shall be a separate offense. The fine imposed by this section shall not be suspended or deferred. The City reserves the right to terminate any City-issued or City-provided licenses, registrations, approvals, utilities or other such matter upon a second violation of City ordinances. Nothing herein shall prevent the City from seeking injunctive relief.

M. It is the responsibility of the owners and operators of the business involving cannabis to ensure that it is, at all times, operating in a manner compliant with all applicable laws, and any regulations promulgated hereunder, and any specific additional operating procedures or requirements which may be imposed as conditions of approval of any licenses or privileges. Nothing in the City's ordinances shall be construed as authorizing any actions which violate federal law, state law, or local ordinances with respect to the operation of any business involving cannabis.

#### **450-144. Extra-Territorial Zone Application.**

The application process for obtaining an application to engage in commercial cannabis activity or a cannabis consumption area within the extra-territorial zone ("ETZ") shall require the following:

1. San Miguel County (the “County”) shall be the primary point of contact and decision-making for all applicants if utilities are not provided by the City, which includes without limitation non-municipal/non-City sources of water, septic, solid waste provided by the County and electrical services by a provider other than PNM/Avangrid or some other merger, subsidiary or affiliate of said companies. In such circumstances, County cannabis fees shall apply. The City shall take be the primary point of contact and decision-making for all applications if one or more of the utilities are provided by the City, which includes without limitation electrical services by a provider other than PNM/Avangrid or some other merger or affiliate of said companies, City wastewater, City solid waste or City gas. In such situations, City cannabis fees shall apply. An application under this Section shall not be complete unless it includes a mandatory fee of \$150.00, to be paid to the entity which is not serving as the primary point of contact and decision-making, for the resources required to jointly evaluate any ETZ matters.

2. All applicants shall have an initial consultation with the Planning and Zoning Departments of the County and City.

3. If at any time the County or City desires a conditional use permit for the applicant, thus requiring a Planning and Zoning Commission hearing and/or approval by the governing body of the County or City, the Planning and Zoning Departments of the County and City shall be present for any public hearing to address any concerns of the County or City.

4. Approved applicants shall be required to attain both a County and City business license or registration, whichever is applicable. An inspection by the City Fire Department shall be required for any business operating in the ETZ, subject to the City’s Fire Inspection fee.

**Section 2.** The Code of the City of Las Vegas is hereby amended by repealing and replacing Article I of Section 160 with the following new Article I entitled “Business Registration” to read as follows:

**160-1 Definitions.** For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ADULT BUSINESS.** A business as described in Section 160.26 through 160.27.

**ENGAGING IN BUSINESS.** Persons operating, conducting, doing, carrying on, causing to be carried on, or pursuing any business, profession, occupation, trade, pursuit or activity for the purpose of profit and who are required to obtain a New Mexico taxpayer identification number.

**PERSON.** Any individual, estate, trust, receiver, cooperative association, club, corporation, company, firm, partnership, joint venture, syndicate or other entity engaging in a business, profession, occupation, trade, pursuit or commercial activity.

**PLACE OF BUSINESS.** The premises within the City, whether it be a personal residence, main business location or an outlet, branch or other location thereof, temporary or otherwise, where a person is engaging in business. In the event there is no location, but the business is transacted or the service provided in the location of the buyer, then the general sales area within the City shall



be considered a PLACE OF BUSINESS. Unless a construction contractor has at least one permanent location within the city, PLACE OF BUSINESS includes a construction site, located in the City.

SEPARATE BUSINESS. A business located or conducted at the same address as another registered business, whether or not owned by the same person, that is additional to and different from the other registered business. A business will be considered a SEPARATE BUSINESS if it has a different name and it is not so related to the other business as to be a component part of the other business

**160-2 Registration fee; Exemptions.**

A. No business registration fee shall be imposed on any business which is licensed under Article II of Section 160, or which is exempted pursuant to NMSA § 3-38-1 et seq., as amended.

B. There is imposed on each place of business conducted in the City a business registration fee for each calendar year. The fee of \$35.00 is imposed pursuant to NMSA § 3-38-3 as it now exists or is amended and shall be known as the “business registration fee.” The business registration fee shall be for a full 12-month period, but may not be prorated for business conducted for a portion of the year. Upon issuance, the business registration certificate shall be displayed within the business premises for viewing.

C. There is imposed on each entity engaging in adult business or licensed by the New Mexico Cannabis Control Division (“CCD”) in the City a cannabis/adult business registration fee for each calendar year. The fee of \$350.00 is imposed and shall be known as the “cannabis business registration fee.” The cannabis business registration fee shall be for a full 12-month period, but may not be prorated for business conducted for a portion of the year. Each entity licensed by the CCD, after obtaining said licensure, as a provisional license letter from the CCD shall not be sufficient, shall obtain a City cannabis business license annually per calendar year, including the additional fee for the appropriate license acquired by the CCD for each cannabis establishment location, commercial cannabis activity location or cannabis consumption area within the City limits, which shall be as follows, with the City retaining the right to incorporate additional fees from time to time:

Courier \$60.00 first year, then \$30.00 annually

Testing laboratory \$250.00 first year, then \$100.00 annually

Manufacturer \$250.00 first year, then \$100.00 annually

Producer \$275.00 first year, then \$150.00 annually

Retailer \$300.00 first year, then \$150.00 annually

Research laboratory \$250.00 first year, then \$100.00 annually

Vertically integrated cannabis establishment \$750.00 first year, then \$100.00 annually

Cannabis producer micro business \$50.00 for one hundred plants or less first year then \$50.00 annually, or \$100.00 for one hundred and one plants to two hundred fifty plants first year, then \$100.00 annually

Integrated Cannabis micro business (activity based) \$250.00 first year, then \$100.00 annually

Cannabis consumption area \$350.00 first year, then \$350.00 annually

Upon issuance, the cannabis business registration shall be displayed within the cannabis business premises for viewing. The applicant for a cannabis business registration, its principals, registered manager, and all employees must be at least twenty-one years of age, meet all requirements under New Mexico law, and hold valid licenses and registrations as required by the State of New Mexico, including all applicable cannabis licenses.

D. The City, as the local business registration, and cannabis business registration, authority, shall have the power and authority to: (i) issue, deny or revoke a City business registration, or cannabis business registration, and renewals of the same, and where necessary, to conduct public hearings related thereto; (ii) impose any sanctions on any business registration or cannabis business registration, including revocation, upon its own authority and initiation, or in response to a complaint by any person for any violation by the licensee after investigation and a public hearing; (iii) adopt forms, fees, and submission requirements for a City business registration and cannabis business registration.

### **160-3 Application for issuance.**

A. Any person proposing to engage in business within the City limits shall apply to the City and pay a business registration fee as stipulated for each place of business within the City limits, prior to engaging in business.

B. Any person filing an application for issuance of a business registration shall include in the application the current taxpayer identification number, issued by the New Mexico Taxation and Revenue Department, and any other lawful information required by the City, including without limitation the disclosure of handling of hazardous, special materials, toxic or radioactive materials, or disclosure of whether the business is engaged in cultivating, processing, producing, manufacturing or sales of cannabis, or goods and services derived from cannabis. For each business engaged in any of the aforementioned matters, along with its application, such business shall submit: (i) a description of the type of products to be cultivated, processed, produced, manufactured or sold; (ii) the equipment to be used, including a list of any solvents, gases, chemicals or other compounds that will be used, kept or created in the course of business, including the location of such materials and how such materials will be stored; (iii) the projected amount of electricity to be used on a monthly basis and a list of equipment which will use such electricity, including the source of all electricity, and a letter from the applicable electric utility stating that the power capacity at the proposed location is sufficient for the intended use; (iv) the projected amount of water to be used on a monthly basis and a description of what the water will be used for, including the source of all water used by the business, and a letter from the applicable water utility stating the water capacity at the proposed location is sufficient for the intended use; (v) the projected amount of wastewater to be produced on a monthly basis and a description of what solvents, chemicals, compounds or other elements may be included in the wastewater, including how and where the wastewater will be disposed of, a wastewater disposal

plan, and a letter from the applicable wastewater utility stating that the wastewater capacity at the proposed location is sufficient for the intended use; (vi) an odor control plan indicating how the applicant intends to comply with the requirements of City and State laws and regulations; (vii) a security plan indicating how the applicant will comply with the requirements of City and State law and regulations; (viii) a site plan to scale and dimensioned, depicting the building footprint, parking areas, vehicle circulation and driveways, pedestrian facilities, lighting, landscaping, loading facilities, freestanding sign locations, snow removal strategy, trash receptacle location and fences; (ix) all cannabis-related businesses that handle or produce water contaminated by cannabis and cannabis products shall submit a water reclamation plan to ensure water within the City is not contaminated; and (x) a letter of authorization with original signatures from the owner(s) of the subject property stating their agreement with the intended use of the property.

C. The City shall not issue a business registration authorizing the conduct of commercial activity to any person or entity whose records reflect any unresolved noncompliance with the business registration provisions or any other City ordinances or regulations. No rights, benefits, permits, approvals or other such items contained in this Chapter 160 shall be transferred, conveyed or assigned to any other entity or location.

#### **160-4 Renewal, revocation, late fee and violation.**

A. Before the expiration of the business registration or cannabis/adult business registration, any person or entity with a place of business in the City and subject to this subchapter shall apply to renew the business registration and shall pay an annual fee of \$35.00 to the City for each business registration and \$350.00 for each cannabis/adult business registration.

B. The City shall not issue a renewal for the conduct of commercial activity to any person or entity whose records reflect any unresolved non-compliance with the business registration provisions or any other City ordinances or regulations.

C. Compliance with this Section 160 shall not exempt any business from compliance with all other applicable provisions of the City ordinances and regulation.

D. If any business is conducted in violation of this Article I of Section 160, the City may institute appropriate legal action brought to prevent the conduct of business or to restrain, correct or abate the violation. Any person who has not paid the registration fee for issuance or renewal by the deadline date shall be sent a notice of violation, ordering appearance before the City Clerk within 30 days from date notice is mailed, to show cause why the City should not initiate proceedings under this Article I of Section 160. Upon the City finding evidence of a violation of this Section, the City may set a hearing before the Governing Body to consider revocation or any other appropriate action. At such hearing, the Governing Body will make findings as to the reason(s) for revoking the registration or allowing it to remain in place with conditions. Revocation requires the business to immediate cease any and all commercial activity. The City, in its sole discretion, may fine a business for violation of this Section, up to \$300.00 for each separate violation, with cumulative fines for each day a violation continues.

E. The Governing Body hereby declares and determines that the licensing and regulation of certain businesses would be conducive to the promotion and protection of the health and general welfare of the City. The fees imposed in this Section upon businesses which are hereby determined to affect the health and general welfare of the City shall bear a reasonable relation to the actual costs of the City in regulating each place of business named herein.

**Section 3.** The Code of the City of Las Vegas is hereby amended by repealing and replacing Sections 450-7 limited to the definition of “HOME OCCUPATION”, 450-119(D)(3), 450-120(D)(2), 450-121(D)(2), 450-122(D)(1), 450-123(D)(1), 450-124(D)(1), 450-125(C)(2), 450-125(D)(1), 450-126(C)(1), 450-126(D)(1), 450-127(D)(1), 450-128(C)(3), 450-128(D)(3), 450-129(D)(1), 450-130(E), 450-131(C) with the aforementioned portions to read as follows:

**450-7 HOME OCCUPATION.** Any occupation or business activity that results in a product or service and that is conducted for gainful employment in a dwelling unit by a person residing in that dwelling unit. A home occupation is customarily incidental to the residential use of the dwelling unit. Cannabis consumption area or commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”), shall not be a home occupation. The words in this Chapter 450 related to cannabis shall have the meanings of the words as expressly defined in NMSA 26-2C-2, unless expressly defined herein.

**450-119(D)(3)** Industrial use, cannabis consumption area or commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-120(D)(2)** Commercial uses, cannabis consumption area or commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-121(D)(2)** Commercial uses, except for those uses specifically listed as special uses. There shall be no cannabis consumption area, commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-122(D)(1)** Commercial uses, except for those uses specifically listed as special uses or allowed under a home occupation. There shall be no cannabis consumption area, commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-123(D)(1)** Commercial uses, except for those uses specifically listed as special uses or allowed under a home occupation. There shall be no cannabis consumption area, commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-124(D)(1)** Agricultural, cannabis consumption area or commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-125(C)(2)** Cannabis consumption area or cannabis retailer, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”), at least 300 feet from zones RA, RR, R-1, R-2 or R-3.

**450-125(D)(1)** Agriculture and cannabis producer activity which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-126(C)(1)** The cannabis retailer sales which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”), at least 300 feet from zones RA, RR, R-1, R-2 or R-3.

**450-126(D)(1)** Agricultural, and cannabis producer activity which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-127(D)(1)** Agricultural, cannabis consumption area or commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-128(C)(3)** Nursery for plants, and cannabis producer and cannabis manufacturer activities which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”), at least 300 feet from zones RA, RR, R-1, R-2 or R-3.

**450-128(D)(3)** Commercial uses, cannabis consumption area and cannabis retailer sales which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-129(D)(1)** Agricultural uses, cannabis consumption area and commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**450-130(E)** Development standards. A planned community shall be considered a separate zoning district in which the development plan, if and when approved, shall establish the restrictions and regulations according to what kind of development shall occur. However, R-1 setback yard development standards shall prevail for all principal permitted uses structures. There shall be no cannabis consumption area or commercial cannabis activity, or any portion thereof, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”), or within 300 feet of zones RA, RR, R-1, R-2 or R-3.

**450-131(C)** Uses requiring special use permit. Refer to uses permitted by special use in the respective zone. There shall be no cannabis consumption area, cannabis manufacturer or cannabis producer activity, which requires a license pursuant to the New Mexico Cannabis Regulation Act (“CRA”).

**Section 4.** The Code of the City of Las Vegas is hereby amended by repealing and replacing Sections 290-99(A) and Chapter 301 to read as follows:

**290-99 Penalty.**

A. If any person violates any of the provisions of this chapter, excluding Section 290-31, the City shall assess a fine for such violation. The mandatory amounts are as follows: first offense \$500, second offense \$750, third and each subsequent offense \$1,000. Each day this chapter is violated shall constitute a separate violation.

**301-1 Title and purpose.**

This chapter is called and may be cited as the "Nuisances Code Ordinance" for the Municipality of Las Vegas, New Mexico (the "City"). The abatement of public nuisances for the protection of public health, safety and welfare is a matter of local concern. The purpose of this Chapter 301 is to abate public nuisances. The actions provided in Chapter 301 are designed to abate public nuisances by removing the property, both real and personal, from criminal and unsafe use, to make property owners vigilant in preventing public nuisances on, in or using their property and responsible for the lawful use of their property by tenants, guests and occupants, and to deter public nuisances.

**301-2 Definitions and rules of construction.**

In the construction of the Nuisances Code Ordinance, the following definitions and rules of construction shall be observed, unless it shall be otherwise expressly provided in any section of this chapter, or unless inconsistent with the manifest intent of this chapter:

CITY CODE ENFORCEMENT OFFICER

A City employee who is charged with carrying out and enforcing provisions of the City Code, including but not limited to the provisions of this chapter.

LEGAL OR EQUITABLE INTEREST OR RIGHT OF POSSESSION

Every legal or equitable interest, title, estate or right of possession recognized by law and equity, including without limitations freeholds, life estates, future interests, condominium rights, time-share rights, leaseholds, easements, licenses, liens, deeds of trust, contractual rights, mortgages, security interests, real estate contract, and any right or obligation to manage or act as agent or trustee for any person or entity holding any of the foregoing.

OWNER

Includes any person that holds record title or an interest in or to the property and any person entitled under any agreement to the control or direction of the management or disposition of the building or premises where the violation in question occurs.

PERSON

Any human being or legal entity, whether incorporated or unincorporated.

SHALL

"Shall" is mandatory, and "may" is permissive.

SOLID WASTE

That which is commonly discarded as waste; or which, if discarded on the ground, will create or contribute to an unsanitary, offensive or unsightly condition. Refuse includes, but is not limited to, the following items or classes of items: waste food; wastepaper and paper products; cans, bottles, or other containers; junked household furnishings and equipment; junked parts or bodies of automobiles and other metallic junk or scrap;

portions or carcasses of dead animals; and collection of ashes, dirt, yard trimmings or other rubbish.

**STREET**

Any thoroughfare that can accommodate pedestrian or vehicular traffic, is open to the public and is under the control of the City of Las Vegas.

**301-3 Violations and penalties.**

Any person or entity found guilty of violating any of the provisions of this chapter shall be fined \$500.00 or imprisoned for a period of not more than 90 days, or both, and each day this chapter is violated shall constitute a separate offense. The aforementioned \$500.00 fine is absolute, and no judge shall exercise discretion of said amount.

**301-4 Prohibitions and enforcement.**

It shall be unlawful for any person or entity who is the owner, manager, tenant, lessee, occupant or other person having any legal or equitable interest or right of possession in or to any real property, motor vehicle, or other personal property (“Interested Person”) to cause, permit, maintain, promote, facilitate, fail to prevent, or allow the creation or maintenance of a public nuisance as described in Section 301-6 on such property. For purposes of this chapter, the owner of property means the person in control of the property, or the owner’s representative, an agent or attorney-in-fact or power-of-attorney of the owner. Enforcement of a violation of Section 301-6, and administration, supervision or performance of actions taken pursuant to this chapter shall be through the City’s code enforcement division.

**301-5 Nuisance declared.**

For the health, safety and welfare of the City residents and visitors, it is necessary to prohibit certain activities and matters from the public view, including without limitation the observation of activities involving cannabis and cannabis products by persons under 21 years of age, and the accumulation of junk, trash, used tires, vehicle parts, certain vehicles as described below, solid waste on property, and persons living, squatting or otherwise inhabiting a structure without utilities within the City limits by declaring such matters a nuisance. It shall also be unlawful to be in the possession of or maintain a lot, building or structure that is dangerous, unsafe or not compliant with applicable codes, if said non-compliance poses a credible danger, fire hazard or otherwise creates a public nuisance. The following are hereby declared to be a public nuisance:

(A) Abandoned property. Any deteriorated, wrecked, dismantled or partially dismantled, inoperable and/or abandoned property, or in unusable condition, having no value other than nominal scrap or junk value, which has been left unprotected from the elements outside of a permanent and enclosed structure. Without being so restricted this shall include deteriorated, wrecked, dismantled or partially dismantled, inoperable, or abandoned motor vehicles, abandoned mobile homes, trailers, boats, machinery, refrigerators, washing machines and other appliances, plumbing fixtures, furniture, building materials and any other similar articles or personal property in such condition. This Section A is not applicable to areas where such

activity is within the contemplated purpose of duly licensed businesses and such property is kept in a wholly enclosed garage or structure.

(B) Breeding place for flies, rodents and/or pests. The unhealthful accumulation or stockpiling of manure, garbage, tires, debris or discarded items which is a potential harboring place and breeding area for insects, rodents or other non-domesticated animals.

(C) Burning. The burning of any excrement, chemical or plastic substances, or any liquid or substance in violation of federal or state dischargeable substance statutes or City ordinances on any property. This includes the burning of any tires, rubber products, asphalt shingles, plastic, tar paper or any substance which may cause a black, hydrocarbon, toxic, or noxious plume of smoke.

(D) Combustible materials. Any dangerous accumulation upon any property of combustible refuse matter such as paper, sweepings, rags, grass, dead trees, tree branches, wood shavings, wood, magazines, cardboard and other like materials, including any flammable or volatile solvents that may be used to manufacture cannabis products.

(E) Dead animals. For the owner of a dead animal to permit it to remain indisposed for more than seventy-two (72) hours.

(F) Disposal or dumping. The accumulation of garbage, refuse, waste, trash, rubbish or building materials upon any property outside an approved landfill.

(G) Dangerous buildings. Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary or unmaintained condition that it is a menace or danger, or potential danger, to the health of people residing in the vicinity thereof, presents a fire hazard, or presents a danger to adjacent or nearby properties. Any building, property or other structure shall be considered dangerous and not habitable for purposes of this Chapter if said building, property or structure is not connected to, able to use services from, or does not have the infrastructure to provide, the following utilities: potable water from the City or a functioning and producing well; electricity; solid-waste removal; wastewater services from the City or a functioning septic system.

(H) Odors. All disagreeable or obnoxious odors or stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches, including smoke and fires.

(I) Pollution. The pollution of any public well, stream, lake, canal, or body of water by sewage, dead animals, dairy waste, industrial wastes, agricultural wastes, cannabis wastes, or other substances. Polluting water consists of knowingly or unlawfully introducing any object or substance into any body of public water causing it to be offensive or dangerous for human or animal consumption, or human or animal use. Polluting water constitutes a public nuisance. For the purpose of this section, "body of water" means any public river or tributary thereof, stream, lake, pond, reservoir, acequia, canal, ditch, spring, well or declared or known groundwater's.



(J) Illegal activity. Any building, structure, or other place or location where any activity is conducted, performed or maintained in violation of law.

(K) Any activity related to cannabis at any location where cannabis or cannabis products are cultivated, processed, manufactured, produced, stored, held, weighed, packaged, used, ingested, disposed or wasted shall not create a nuisance or disturbance that can be observed or perceived from any public place or public property, any adjacent or nearby property, or the exterior of the structure in which said activities are taking place, including without limitation, (i) any form of signage not approved by the City, (ii) abnormal or unusual odors, smells, fragrances or other olfactory stimulus, (iii) light pollution, glare or brightness that disturbs or affects other persons or adjacent or nearby property, or (iv) noise or vibration from ventilation fans that disturb or affect another person or another property. The smell or odor of cannabis or cannabis products shall not be capable of being detected by a person with a normal sense of smell from any adjoining or nearby lot, parcel or tract of land, or from any public right of way, public place or public property. Any property where cannabis is cultivated, processed, manufactured, tested, stored, held, sold, weighed, packaged, used, disposed or wasted shall be used, operated and maintained in such a manner in which at no time shall it constitute a nuisance or hazard to the surrounding area, buildings, businesses or neighborhood.

(L) Unsanitary premises. It shall be unlawful for any person to permit or cause to remain in or on such person's premises any solid waste, weeds, trash, rubbish, overgrown plants or trees, vehicle parts, or other condition which is unsanitary, unmaintained or contrary to public health or safety.

(M) Solid waste receptacles. All solid waste receptacles shall be maintained in a clean and sanitary condition by the owner or person using the receptacle, and such receptacles shall be located only in such places as shall be readily accessible for removing and emptying the same, but shall not be placed in such place or position as may constitute a nuisance or obstruction to vehicular or pedestrian traffic.

(N) Definitions. As used in this chapter, the following terms shall have the following meanings:

DISMANTLED OR PARTIALLY DISMANTLED VEHICLE

Any motor vehicle from which some part or parts which are ordinarily a component thereof have been removed or are missing.

INOPERATIVE OR INOPERABLE MOTOR VEHICLE

Any motor vehicle which by reason of dismantling, disrepair or other cause is incapable of being propelled under its own power.

MOTOR VEHICLE

Any wheeled vehicle which is self-propelled or intended to be self-propelled.

DANGEROUS BUILDING/STRUCTURE

Any building or structure from which the foundation, windows, roofs, walls, vents, floors, and/or doors are susceptible to precipitation, insects, rodents, and vermin entering

the building, or causing an infestation that can affect the public comfort, health, peace, welfare, or safety.

### UNSAFE BUILDING/STRUCTURE

Any building or structure, or any part of a building or structure, that is in an impaired condition that makes it unsafe to any person, animal or nearby or adjacent property.

#### **301-6 Notice to abate.**

Any municipal code enforcement officer, or other person designated by the City, upon observing any violation of this chapter shall issue a notice to an Interested Person. The notice shall describe the violation and shall provide a time limit for remedying the violation by the Interested Person, which shall not be less than two days or more than five days after notice is given by the City. The violation notice may be served personally upon any of the aforementioned persons in this section, by certified mail to the property's address or posted on the property

#### **301-7 Contents of notice; red tag; time limit for compliance.**

(A) The first notice will be in the form of a violation notice (red tag) which will be delivered pursuant to 301-7. The red tag will describe the violation and contain a compliance date. If the violation is not fully remedied by the stated deadline, then the City, in its sole discretion, may proceed with abatement of the violation, with the filing of a complaint in a court of law, or may issue a second red tag notice. If the violation is not fully remedied by the deadline stated in the second red tag, then the City may proceed, in the City's sole discretion, with abatement of the violation or with the filing of a complaint in a court of law. The property owner may request in writing from the Community Development Department an extension of the red tag deadline, which may be granted in the City's sole discretion. The City, in its sole discretion, may bypass the issuance of a violation notice and proceed directly to filing a complaint in a court of law.

#### **301-8 Abatement by City.**

Upon the failure to timely abate the nuisance pursuant to 301-7, the City may proceed without notice to abate such nuisance itself.

#### **301-9 City's cost declared lien.**

Any and all costs incurred by the City in the abatement of a nuisance, or for amounts or fines assessed or arising under this chapter, shall constitute a lien against the property upon which the nuisance existed, which lien, and its contents, shall be recorded in a form that is substantially similar to the lien form required by NMSA 3-36-1. The principal amount of any lien imposed by the City under this Chapter shall bear interest at the rate of twelve percent per annum from the date of recording of the lien. The City, in its sole discretion, may foreclose on the lien, sell or assign such lien, or take any other action it deems necessary regarding the lien.

#### **301-10 Alternative method of abatement.**

A. Except as otherwise provided in this Section, an action filed in court for abatement shall be governed by the New Mexico Rules of Civil Procedure.

B. A civil action to abate a public nuisance may be brought in any court of competent jurisdiction against any person or entity who violates any provision of this Chapter.

C. For cases in the City's Municipal Court, a lien against real estate may be foreclosed in the same manner that mortgages or other liens against real estate are foreclosed with like rights of redemption. A lien against personal property may be foreclosed in the same manner security interests are foreclosed. At the trial of any case foreclosing any lien, the recitals of the lien or other evidence of indebtedness shall be received in evidence as prima facie true. In the foreclosure of any lien created by municipal ordinance or under authority of law, a reasonable attorney's fee shall be granted by the court as part of the reasonable costs of the case.

D. The City may file a criminal complaint for public nuisance in the appropriate court as provided by New Mexico law.

E. Pursuant to NMSA 30-8-8(B), as it may be amended, a civil action to abate a public nuisance may be brought, by verified complaint in the name of the state without cost, by any public officer or private citizen, in the district court of the county where the public nuisance exists, against any person, corporation or association of persons who shall create, perform or maintain a public nuisance.

**Section 5.** The Code of the City of Las Vegas is hereby amended by repealing and replacing Section 440-18 to read as follows:

**440-18 Limitation of use.** Resale of water service or the furnishing of water service to others by a customer shall not be permitted except where such resale or furnishing of service is provided for in the applicable schedule and in a written agreement between the customer and the City. City municipal water and wastewater shall not be used for the commercial cultivation, processing, manufacturing or production of cannabis or cannabis products or other commercial agricultural or commercial dairy purposes.

**Section 6.** The Code of the City of Las Vegas is hereby amended by repealing and replacing Sections 450-83, 450-84 and 450-88 to read as follows:

**450-83 Filing fee for variance, conditional use and special use permit.** A fee of \$175.00 for each variance or special use application and a fee of \$800.00 for each conditional use application shall be paid to the City of Las Vegas through the Community Development Department upon the filing of such application as provided in this chapter. Paying of the application fee shall not be construed in any way to be approval of the proposed permit, and no refund of any fee shall be granted under any circumstances. All entities which submitted a medical cannabis application or recreational license application with the New Mexico Cannabis Control Division ("CCD") for commercial cannabis activity or cannabis consumption area, including without limitation all entities currently and completely licensed for medical use pursuant to the Lynn and Erin

Compassionate Use Act, are required to submit a conditional use application to the City, pay the non-refundable application fee and provide a copy of the entity's approved license from the CCD for the City's consideration of conditional use for commercial cannabis activity or a cannabis consumption area, with the understanding that submittal of such application to the City shall not in any way guarantee approval. Currently licensed hemp producers in good standing with the New Mexico Environmental Department and the Secretary of State's Office, and currently licensed medical cannabis producers in good standing with the New Mexico Department of Health and the CCD seeking dual licensure for recreational cannabis production, must also submit a conditional use application to the City, and comply with all City codes.

**450-84 Setting hearings.** All completed applications for variances, conditional use or special use permits, as provided in this chapter, shall be set by the City Manager or City Manager's designee for public hearing. The date of the first hearing shall not be less than 15 days or more than 60 days from the date of the filing of a completed application.

**450-88 Board to act on variance, special use or conditional use.**

A. Not more than 60 days following completion of its investigation and hearings on the application for a variance, conditional use or special use, the Board of Adjustment shall by majority vote: (1) grant or deny the variance or special use permit subject to specified conditions; and (2) adopt written findings which provide all facts relied upon by the Board in rendering its decision, set forth whether the facts meet or fail the requirements of this chapter, and state the reasons for any conditions imposed by the Board; all of which will be provided in the minutes of the Board's meeting. All special or conditional use applications shall have a site plan attached to the application before the City will review or process the application. Approval of the site plan shall be obtained prior to any development of the property. The site plan at a minimum shall include the following: (i) scale and north arrow; (ii) lot boundaries and easements; (iii) existing and proposed utilities, (iv) existing and proposed rights-of-way; (v) proposed structures with uses, dimensions and setbacks; (vi) proposed ingress, egress, parking and circulation; (vii) landscaping and landscape buffers; (viii) elevations; (ix) adjacent property characteristics; and (x) preliminary drainage plan.

B. Failure of the Board to act on any variance, special use or conditional use application within 60 days from the date of the filing of a completed application shall qualify the applicant to request a hearing before the City's Governing Body. No rights, benefits, permits, approvals or other such items contained in this Chapter 450 shall be transferred, conveyed or assigned to any other entity or location.

**Section 7.** The Code of the City of Las Vegas is hereby amended by repealing and replacing Section 192-53 to read as follows:

192-52 Unlawful possession of cannabis; penalties.

Cannabis shall have be defined as provided in the Cannabis Regulation Act. It shall be unlawful to use, possess, cultivate, process, manufacture, sell, give away, or take any other action regarding cannabis that is contrary to law.

**Section 8.** The Code of the City of Las Vegas is hereby amended by repealing and replacing Section 12-6-12.2(K) to read as follows:

If a person is convicted of driving a motor vehicle while under the influence of intoxicating liquor or drugs in violation of § 12-6-12.1A, B, C or D, a first offender, at the discretion of a trial court after a presentence investigation, including an inquiry to the Motor Vehicle Division of the Transportation Department concerning the driver's driving record, may receive a deferred sentence on the condition that the driver attend a driver rehabilitation program, also known as the "driving while intoxicated school," approved by the court and the Division and such other rehabilitative services as the court may determine to be necessary; however, imposition of a deferred sentence shall classify the person as a first offender. The Municipal Court shall forward to the Division the abstract of all proceedings and the report of the disposition of the case. For the purpose of this subsection, cannabis, as defined by NMSA 26-2C-2, shall be classified as a drug.

**Section 9.** The Governing Body finds, determines and declares that this ordinance is promulgated for the health, safety and welfare of the public, and that this ordinance is necessary for the preservation of health, safety and for the protection of the public welfare.

**Section 10.** Severability. The provisions of this ordinance are declared to be severable, and if any portion of this ordinance, for any reason, is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance. The Governing Body specifically finds and declares that it would have passed this ordinance, and each part thereof, regardless of the fact that one or more parts could be declared invalid, severable or unconstitutional.

**Section 11.** Effective Date. This ordinance shall become effective upon the execution by the Mayor and the affirmative vote of the majority of the Governing Body.

PASSED, ADOPTED and ENACTED this \_\_\_\_\_ day of October, 2023.

\_\_\_\_\_  
Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

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

\_\_\_\_\_  
Randall VanVleck, City Attorney



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

**Meeting Date:** October 11, 2023

**Date Submitted:** 09/26/23

**Department:** Community Dev.

**Item/Topic:** Request approval of an encroachment agreement between Diana Padilla owner of 305 Rincon Street Las Vegas, NM, and The City of Las Vegas.

As per a property survey an "Improvement Location" is located on the northside of her property which belongs to the City, this area serves as a driveway and would be the sole responsibility of the homeowner to keep clean and safe, failure to do so would terminate the agreement after a written notice by the City

**Fiscal Impact:**

**Attachments:** Encroachment Agreement

**Committee 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:

Reviewed By:

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

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

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

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

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

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

## ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"), by and between the City of Las Vegas, New Mexico, a home-rule municipality ("City") and Diana Padilla, a single person ("Owner"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to as "Parties."

### RECITALS:

WHEREAS, the City is the owner of real property, commonly known as Rincon Street, a right of way ("ROW") within the City, ("the City Property"); and

WHEREAS, the Owner is the owner of the real property commonly known as 305 Rincon St., Las Vegas, San Miguel County, NM 87701 (more particularly described on attached Exhibit A) (the "Premises") which abuts the City Property on the northerly side of Rincon Street; and

WHEREAS an Improvement Location Report of the Premises prepared by Winston and Associates LLC, is attached hereto it as Exhibit B ("Survey") which shows that improvements along the north of the boundary of the Premises encroach on the City Property ("Encroachment"); and

WHEREAS, the Parties acknowledge the aforementioned Encroachment and desire to enter into this Agreement to resolve any encroachment issues that may exist.

NOW, THEREFORE, in consideration of the foregoing recitals, and all 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, the City and the Owner agree, as follows:

1. The City hereby grants to the Owner permission for the Encroachments to remain in their current location for as long as such Encroachments shall stand in good repair. If the Encroachments are in need of maintenance or repair, the City hereby grants to the Owner a limited license to enter the City Property to maintain or repair the Premises.
2. If, at any time, for any reason, the portion of the Premises, which encroach on City Property are removed, destroyed or cease to exist in a good and safe condition, then the City will provide written notice to the Premises Owner. If the Premises are not returned to a good and safe condition, by or before, the date requested in the aforementioned written notice, then this Agreement will automatically terminate regarding those portions of Premises which are removed, destroyed, or cease to exist in a good and safe condition. In the event, the Owner, or any subsequent holder of interest in the Encroachment, or this Agreement, fail to remove, said, Encroachment from the City Property, if requested to do so, by the City based on the automatic termination of any portion of this Agreement, the City may enter upon the Premises, and effect such removal of the portion of the Premises, which encroaches on the City's Property, without

the City, incurring any liability whatsoever. The City and the Owner agree that neither the Owner or any heir, successor, or assign of the Owner, or any other subsequent party in interest to this Agreement, shall expand or add to the Encroachment, or any other way add any other encroachment, or improvement to the City Property.

3. This Agreement shall inure to the heirs, successors, and/or assigns of the Parties.

4. This Agreement shall be governed by the laws of the State of New Mexico, with venue for any dispute arising under this Agreement, being the Fourth Judicial District Court, Las Vegas, NM, and any modification of this Agreement shall be in writing and signed by both Parties.

5. The Owner hereby indemnifies, defends, and agrees to hold the City harmless from any and all liability, loss, damage, cost, injury and expense (including without limitation attorney's fees, court costs and litigation expenses) arising out of or in anyway connected with the maintenance or repair of the Encroachment. Without limiting the foregoing indemnification provisions, the Owner further agrees that if any third-party asserts a claim or files an action against the City in connection with any event, or circumstance, relating to the relocation of any portion of the Encroachment, the City may defend itself against such a claim or actions; and in such event, the Owner shall reimburse the City for any sums paid to any third-party in damages, judgments, or settlement of such claim, or action and for any reasonable costs and expenses (including without limitation attorney's fees, court costs and litigation expenses) incurred by the City in defending itself against such claim or actions.

In witness, whereof, the Parties have executed this Agreement as of the Effective Date.

CITY OF LAS VEGAS

Approved by:

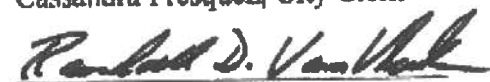
\_\_\_\_\_  
Louie Trujillo, Mayor

Owner:

\_\_\_\_\_  
Diana Padilla

Attest:

\_\_\_\_\_  
Cassandra Fresquez, City Clerk



Approved as to legal sufficiency only:  
City Attorney



ACKNOWLEDGMENT

STATE OF NEW MEXICO  
COUNTY OF SAN MIGUEL

The foregoing Encroachment Agreement was acknowledged before me by Mayor Louie Trujillo, City Clerk Cassandra Fresquez and City Attorney Randall Van Neck, on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My commission expires:

ACKNOWLEDGMENT

STATE OF NEW MEXICO  
COUNTY OF SAN MIGUEL

The foregoing Encroachment Agreement was acknowledged before me by Diane Padilla. on this \_\_\_\_ day of \_\_\_\_\_, 2023,

\_\_\_\_\_  
Notary Public

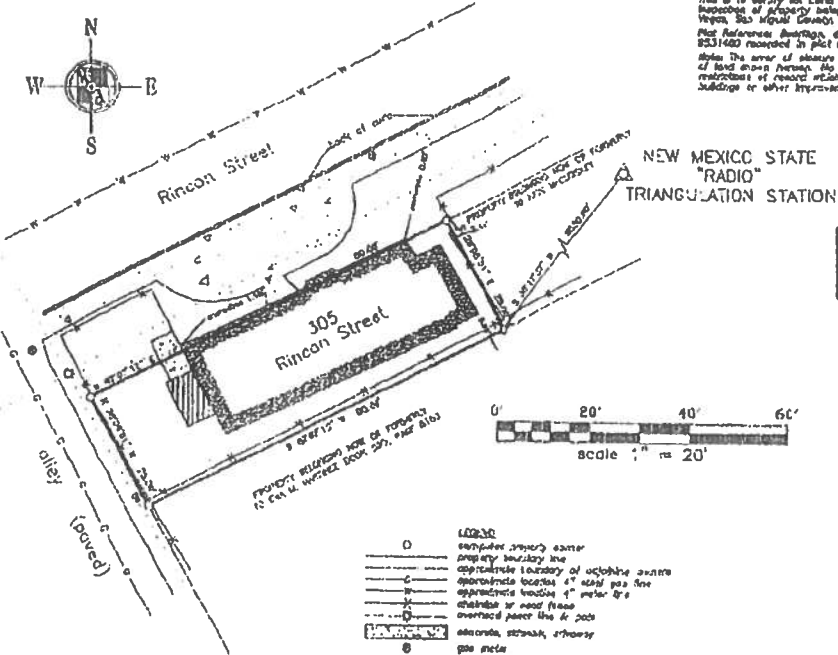
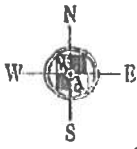
My commission expires:

# IMPROVEMENT LOCATION REPORT PREPARED FOR LAND OF ENCHANTMENT MORTGAGE, LLC.

This is to certify that Land of Enchantment Mortgage, LLC on February 5, 2007, made an accurate location of property being the Parcel 00' of the Northern 1/4 of Lot 1 of Block 6, Town of Las Vegas, San Miguel County, New Mexico.

Map Reference: Amalgam, distances and/or curve data were taken from Deed No. 2006-001 number 8531400 recorded in plot book 22, page 118 in the Office of the San Miguel County Clerk.

Notes: The error of closure is one foot of error for every 100,000 feet along the perimeter of the parcel of land shown herein. No monuments were set. This parcel is subject to easements, restrictions and restrictions of record which pertain. This report is not to be relied upon for the construction of fences, buildings or other improvements.



According to Flood Insurance Rate Map, Community-Panel number 350200 0001 C, panel 2 of 2, effective date September 16, 1986, the parcel of land shown herein lies within Flood Zone C (area of minimal flooding).

**THIS IS NOT A SURVEY FOR USE BY A PROPERTY OWNER FOR ANY PURPOSE**

Total Acreage  
0.046 ac.

R-2 Zoning (Multi-Family Residential)

- LEGEND**
- surveyed corner center
  - property boundary line
  - approximate boundary of adjoining estate
  - approximate location of utility gas line
  - approximate location of water line
  - electrical or road fence
  - overhead power line & pole
  - sidewalk, driveway, driveway
  - gas meter
  - water meter
  - sanitary sewer pedestal

IMPROVEMENT LOCATION REPORT		
Prepared by <b>WALTER B. JACOBSON, LLC</b> P.O. Box 1261 Las Vegas, New Mexico 87701		
Phone: (505) 626-7717	Fax: 505-388-0641	
Date: February 2007		Checked by: WBJ/MLB
Drawn by: JOC/MLB		and of 07-21

Territorial Title of Las Vegas, Inc.

Territorial Title Of Las Vegas, Inc.

Escrow #00030247

### WARRANTY DEED

Bill E. Vicenti and Naomi B. Vicenti, husband and wife for consideration paid, grant to Diana Padilla, a single woman whose address is 1311 Pecos Street Las Vegas, NM 87701 the following described real estate in San Miguel County, New Mexico:

The Westerly 80 feet of the Northerly 25 feet of Lot One (1), Block Six (6), Town of Las Vegas, San Miguel County, New Mexico, said portion of lot having a width of 25 feet on Easterly line of alley (Don Fidel Street) and a length of 80 feet along Southerly line of Rincon Street and shown on plat of survey by Del Rio Surveys, dated December 28, 1995, project no. 9531460, filed in the office of the San Miguel County Clerk, December 28, 1995 in Plat Book 29, page 119, document no. 3736.

**SUBJECT TO:** Reservations, restrictions, easements of record & taxes for 2007 and subsequent years.

**TOGETHER WITH:** All rights appurtenant thereto

with warranty covenants.

WITNESS our hands and seals this 21<sup>st</sup> day of February, 2007

Bill E. Vicenti (Seal) Naomi B. Vicenti (Seal)

#### ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }  
 COUNTY OF SAN MIGUEL } ss.

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February 2007 by Bill E. Vicenti and Naomi B. Vicenti (Name or Names of Person or Persons Acknowledging)

My Commission Expires: 6-19-2008 [Signature]  
 Notary Public

COUNTY OF SAN MIGUEL ;  
 STATE OF NEW MEXICO ) ss  
 I hereby Certify That This Instrument Was Filed for Record On The 23RD Day Of February, 2007 at 09:02:23 PM and Was Duly Recorded as Instrument #200700893 Of the Records Of San Miguel

[Signature]  
 Witness My Hand and Seal of Office  
 Deputy County Clerk, San Miguel, NM



# Approval Form

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

\*Reviewed:

*Leo Maestas*  
Leo Maestas, City Manager

Date

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

Date Submitted: 9/15/23

Department Submitting: Community Development Submitter: Lucas Marquez

Documents To Be Reviewed: Encroachment Agreement

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

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

Received by Human Resource: DA Date: 9/15/23

City Manager / HR Comments: Previously created and reviewed by Attorney Danelle Smith

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

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

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

1 *Randall D. Van Vliet*  
Attorney Review

09.19.2023

Date

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

*[Signature]*  
Finance Director

Date

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

*Leo Maestas*  
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:** October 11, 2023

**Date Submitted:** 9/29/23

**Department:** Community Development

**Item/Topic:** Discussion/Direction of legislative priorities for the 2024 Legislative Session.

The Governing Body will discuss legislative priorities and provide direction for submission of capital outlay requests for the 2024 Legislative Session based on submission deadline of January 12, 2023.

**Attachments:**

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

Approved For Submittal By:

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

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

Reviewed By:

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

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

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

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

**City of Las Vegas  
2024 Legislative Session  
Capital Outlay Priorities**

**Mayor Trujillo**

- **Rodriguez Park**

**Councilor David Romero**

- Animal Shelter
- Commerce Street
- Mobile Data Communication System
- Old City Hall
- Road Maintenance Equipment
- El Creston Area

**Councilor Michael Montoya**

- Old City Hall
- Water Treatment Plant Backup Generators
- Rodriguez Park
- City of Las Vegas New City Hall
- City Hall Backup Generators
- 8<sup>th</sup> St. Extension from Williams to the end of City Limits
- Litherland Park

**Councilor Barbara Perea-Casey**

- Animal Shelter
- Lutheran Street/Collins Drive.
- Commerce Street
- Parkview Road

**Councilor David Ullibarri**

- West Valencia Street \$400,000
- Dahlia Street \$400,000
- Keen Street \$400,000
- Rodriguez Park

## Capital Outlay Project Requests

<b>Rodriguez Park</b>	<b>\$</b>
<b>Mobile Data Communication System</b>	<b>\$</b>
<b>Old City Hall Repairs</b>	<b>\$</b>
<b>Road Maintenance Equipment</b>	<b>\$</b>
<b>Commerce Street Reconstruction</b>	<b>\$</b>
<b>*Animal Shelter</b>	<b>\$</b>
<b>El Creston Improvements</b>	<b>\$</b>
<b>Water Treatment Plant Backup Generators</b>	<b>\$</b>
<b>Parkview Road Improvements</b>	<b>\$0</b>
<b>West Valencia Street Repairs</b>	<b>\$400,000</b>
<b>Dahlia Street Repairs</b>	<b>\$400,000</b>
<b>Keen Street</b>	<b>\$400,000</b>
<b>*Lutheran St./Collins Road Improvements</b>	<b>\$</b>
<b>*City Hall Backup Generators</b>	<b>\$</b>
<b>*City of Las Vegas City Hall Facility</b>	<b>\$</b>
<b>*8<sup>th</sup> St. Road Improvements</b>	<b>\$</b>
<b>Litherland Property Improvements</b>	<b>\$</b>



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

**Meeting Date:** October 11, 2023

**Date Submitted:** September 29, 2023

**Department:** Utilities Division

**Item/Topic:** Requesting to award RFP #2024-08 Agua Pura Las Vegas Public Engagement Campaign to Carroll Strategies and enter into contract

**Advertised:** September 1, 2023; Las Vegas Optic, Albuquerque Journal and City Website  
**Proposal Opening:** September 27, 2023

**Number of Proposers:** 1– Carroll Strategies

**Fiscal Impact:** Paid for through the City funding based on project cost.

**Attachments:** Bid Opening Form, Scoring Matrix, Addendum #1-2, Proposals Received.

**Committee Recommendation:** This item will be discussed at the October 10, 2023 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

Reviewed By:

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

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

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

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

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

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

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



CITY OF LAS VEGAS  
RFP/BID/OPENING

DATE: 27-Sep-2023

OPENING NO.: 2024-08

TIME: 2:30 PM

DEPARTMENT: WASTE WATER

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

ITEM(S): **PUBLIC ENGAGEMENT CAMPAIGN  
REGARDING AGUA PURA LAS VEGAS**

	RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1	Carroll Strategies	0	t	t	✓	✓
2						
3						
4						
5						
6						

	COMPANY REPRESENTATIVE	COMPANY NAME
1	Travis Martinez	CLV PM
2	Jade	CLV Purchasing
3	Margaret	CLV INVENTORY
4		
5		
6		
7		
8		
9		
10		

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

[Signature]  
DATE: 9/27/23

OPENED BY: FINANCE DEPARTMENT

[Signature]  
DATE: 9-27-2023

COPIES TAKEN BY DEPT:

Travis Martinez  
DATE: 9.27.23



# City of Las Vegas

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

Mayor Louie A. Trujillo

## ADDENDUM NO. 1

REQUEST FOR PROPOSALS OPENING #2024-08

PUBLIC ENGAGEMENT CAMPAIGN REGARDING AGUA PURA LAS VEGAS

**A pre-proposal meeting recommended for Offerors, but not mandatory.**

This addendum is to reflect a pre-proposal meeting date set for September 19, 2023 at 1:30 PM. The meeting will be held at the City of Las Vegas Utilities Division (905 12<sup>th</sup> Street).

All other terms and conditions of the original invitation for the Request for Proposal shall remain the same.

ADDENDUM MAY BE OBTAINED FROM THE CITY OF LAS VEGAS CITY CLERK'S OFFICE AT 1700 N. GRAND AVE., LAS VEGAS, NEW MEXICO 87701, CITY WEB PAGE: [www.lasvegasnm.gov](http://www.lasvegasnm.gov), BY WRITING TO 1700 N. GRAND AVE. OR BY CALLING 505-454-1401. ALL OTHER PROVISIONS OR THE R.F.P. DOCUMENTS REMAING UNCHANGED.

David Ulibarri  
Councilor Ward I

Michael Montoya  
Councilor Ward 2

Barbara Perea-Casey  
Councilor Ward 3

David G. Romero  
Councilor Ward 4



# City of Las Vegas

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

Mayor Louie A. Trujillo

## ADDENDUM NO. 2

REQUEST FOR PROPOSALS OPENING #2024-08

### PUBLIC ENGAGEMENT CAMPAIGN REGARDING AGUA PURA LAS VEGAS

A lot of the requirements included in this RFP seem to be for General Contractors, and companies doing building trades, for instance, section 6.2 of the RFP requests a specific format that doesn't seem to mesh with the Evaluation Sheet on the final page, or the Scope of Work indicated on page 5. Does the city want all proposals to be submitted exactly in the format indicated in 6.2?

- Yes, submit in accordance with section 6.2 as applicable.
- Section 2 will be based off the scope of work indicating the specialized work.

Also, any company who is not currently doing any business with the City of Las Vegas, should have satisfied Item 5 on the Evaluation sheet, "Current volume of work with the City of Las Vegas is less than 75%," right?

- This is correct

Finally, does the resident preference indicated in #6 mean resident of Las Vegas, NM, or resident of the state?

- State of New Mexico

ADDENDUM MAY BE OBTAINED FROM THE CITY OF LAS VEGAS CITY CLERK'S OFFICE AT 1700 N. GRAND AVE., LAS VEGAS, NEW MEXICO 87701, CITY WEB PAGE: [www.lasvegasnm.gov](http://www.lasvegasnm.gov), BY WRITING TO 1700 N. GRAND AVE. OR BY CALLING 505-454-1401. ALL OTHER PROVISIONS OR THE R.F.P. DOCUMENTS REMAINING UNCHANGED.

David Ulibarri  
Councilor Ward I

Michael Montoya  
Councilor Ward 2

Barbara Perea-Casey  
Councilor Ward 3

David G. Romero  
Councilor Ward 4

# AGUA PURA LAS VEGAS

## PUBLIC ENGAGEMENT CAMPAIGN

Opening No. 2024-08

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# INDEX

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**Section A.** Offeror's Information

**Section B.** Campaign Contribution Disclosure  
Form

**Section C.** Personal Experience

**Section E.** Experience in Specialized Services  
Referenced in Scope

**Section F.** Documentation

**Section H.** Additional Information

Sections D, G, and J are Not Applicable in this  
proposal.

**Carroll Strategies contact:**

Tom Carroll, CEO/President  
505.699.4616  
tc@carrollstrategies.net



OFFEROR INFORMATION

OFFEROR: Carroll Strategies

AUTHORIZED AGENT: Tom Carroll

ADDRESS: 300 Central Ave SW, Ste. 2000, Albuquerque, NM 87102

TELEPHONE NUMBER (505) 842-6600

FAX NUMBER ( ) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0303717296

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

SERVICE (S): PUBLIC ENGAGEMENT CAMPAIGN REGARDING AGUA PURA LAS VEGAS  
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 }

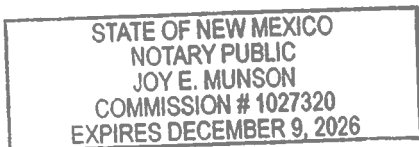
COUNTY OF Bernalillo }

I, Tom Carroll 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.

Tom Carroll  
Signature

Subscribed and sworn to before me, this 18<sup>th</sup> day of September, 2025.

(SEAL)



Joy E. Munson  
Notary Public Signature  
My Commission Expires: 12/9/2026

"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

9/7/23  
\_\_\_\_\_  
Date

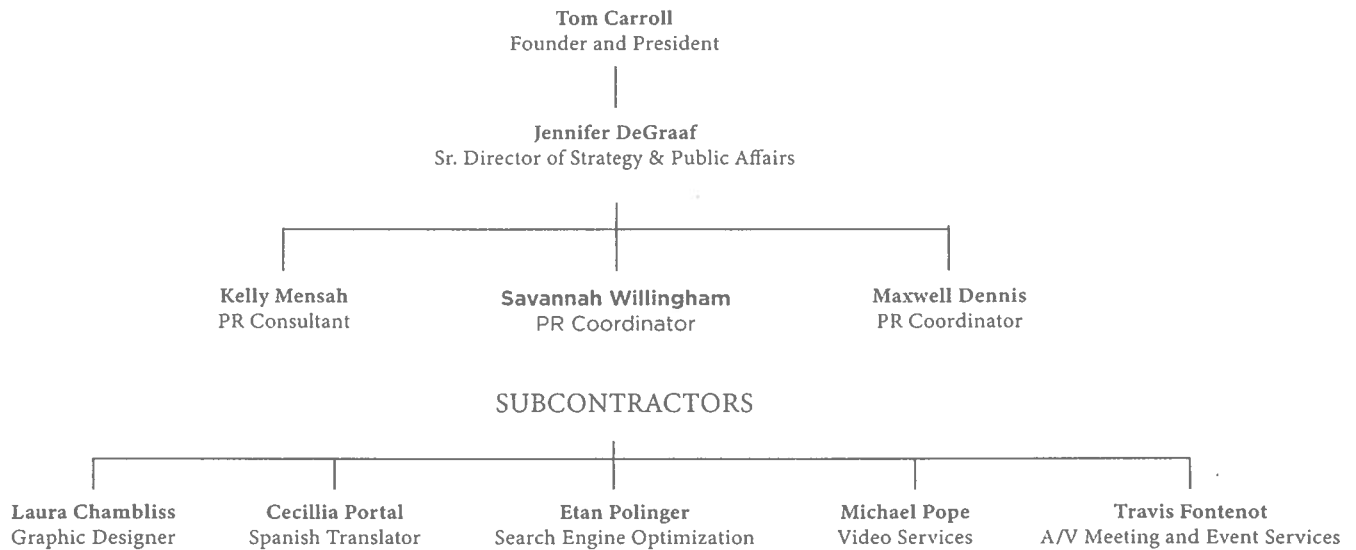
Owner and President  
\_\_\_\_\_  
Title (Position)

# KEY TEAM MEMBERS

# SECTION C.

Carroll Strategies has the capacity and capability with over 15 years of experience doing NM Public Affairs Campaigns. Our team, including our trusted subcontractors, has over 75 years combined communications experience. The firm will be able to perform assigned duties on short notice and in a timely manner.

## CARROLL STRATEGIES YOUR TEAM FOR AGUA PURA LAS VEGAS



**Tom Carroll**  
*President & CEO*



Tom Carroll is the President of Carroll Strategies. He has been practicing corporate communications and PR in New Mexico since 1992. His firm specializes in branding, advertising, crisis communications, event planning, and PR. He has worked all over the state for his clients and handled countless media tours.

His company has won over 90 awards from the Public Relations Society of America in branding, media relations and integrated campaigns. He specializes in media training and crisis management, as well as general PR services for the top clients in the state, including Fortune 500 clients doing business in New Mexico. Tom has also been a political consultant in over 150 campaigns, with a win record well over 80%. He is a recognized leader in corporate communications and strategic PR.

**Jennifer DeGraaf**  
*Sr. Director, Strategy & Public Affairs*



Jennifer serves as the Senior Director of Strategy and Public Affairs at Carroll Strategies. She has been with the company since 2013. Some of her best work has involved building campaigns that create public support for legislative issues and helping enact meaningful public policy. Jennifer also helps organizations navigate crisis situations with stakeholders, media, and with internal staff. She has worked with clients across several sectors including retail, energy, nonprofit, education, healthcare, and pharmaceuticals. In addition to developing comprehensive strategic campaigns for clients, Jennifer has extensive experience in media relations, event planning, branding, and marketing.

Jennifer has helped the company win two Best of Show awards from the New Mexico Public Relations Society of America for public affairs campaigns that she led. Jennifer has received BAs from Michigan State University in both Advertising and Comparative Cultures and Politics.





**Kelly K. Mensah**

*Director of Business Development/PR Strategist*



Kelly earned his B.S. Degree in Communications from Eastern New Mexico University, and his MBE (Master of Business Entrepreneurship) from Western Carolina University. He has worked in print, radio, online, and television communications for large national brands such as The U.S. Fish and Wildlife Service, Univision TV, Drake Beam Morin Outplacement, and has overseas experience working in Asia and the

Middle East. Mensah will be assisting with media training, providing strategic support for special projects, and assisting in different realms of project marketing.

**Maxwell Dennis**

*Public Relations Coordinator*



Maxwell Dennis is a 2021 graduate from New Mexico State University. His working with different groups and people with the City of Albuquerque, Boy Scouts, and the Refugee Wellbeing Project made him realize how important it is to him to help organizations and movements get the attention they deserve.

After working in Digital Marketing for years to achieve this goal, he switched over to Public Relations to continue to learn how to get out the messages of those who don't have a loud voice. As a PR Coordinator at Carroll Strategies, his focuses include content creation, brand awareness, and online presence establishment.

**Cecilia Portal**

*Spanish Translator (Subcontractor for Carroll Strategies)*

Cecilia Portal is the owner and Founder of **Valley Community Interpreters**, a Spanish Translation/Interpretation company headquartered in Albuquerque New Mexico. A native of Mexico, she is contracted to do translation for the City of Albuquerque and the State of New Mexico. She has been certified since 2015 by the Commission of Healthcare Interpreters.

**Savannah Willingham**

*Public Relations Coordinator*



Savannah is a Public Relations Coordinator here at Carroll Strategies. She helps our teams with media relations, client management, marketing, social media media training, writing copy for press releases and news pitches, in legislative efforts and in creative brainstorming for campaigns. She has worked with clients in several industries such as banking, retail healthcare, education, and energy storage and production.

Savannah joined our team in the Summer of 2022 and graduated from New Mexico State University with a Distinction in University Honors.

**Laura Chambliss**

*Art Director (Subcontractor for Carroll Strategies)*



For over twenty years, Laura has been designing logos, corporate identities collateral, and advertisements for clients throughout the U.S. and Canada. Before relocating to New Mexico, she was the art director for a large internet software and services company in California where her creative team designed websites, annual reports, corporate brochures, tradeshow exhibits and direct mail. Laura started her career at small design studios, focusing on identity packages and brochures. Laura now runs her own graphic design company, **Studio Yopp**.

**Travis Fontenot**

*A/V Meeting and Event Services (Subcontractor for Carroll Strategies)*

Travis Fontenot of **Cymatic A/V** has been providing Event services Audio Production and various A/V Services throughout Northern New Mexico for over Seven years.

**Michael Pope**

*Video Services (Subcontractor for Carroll Strategies)*

Michael Pope of **Advantage Audio Visual** provides videography for a wide range of events including intimate parties, small meetings trade shows, large conventions, weddings, outdoor functions, and live music shows throughout New Mexico.



## OBJECTIVES FOR THE AGUA PURA CAMPAIGN

The challenge is obvious. We are attempting to get buy-in from the public in Las Vegas for indirect potable reuse as part of the water system. It is clear that the purification system works – that the water coming out of the tap will meet drinking water standards more than twice over. It is clear that the water will be safe to drink. The question is – how much will that matter to people in town? Can we get residents to get over the “yuck factor”?

To succeed, we need to start early with a campaign that aims to inform, educate and persuade. Facts are on our side. Reuse of wastewater has been going on for decades, even in Las Vegas, where it’s been used in parks, but not for drinking water. Not yet anyway. We have many positive things to say. That the water will be blended with water from the reservoir. That it will be treated three times. That it meets drinking water standards. That it may be the cleanest water available in the U.S. when it reaches the tap. Facts are on our side.

The state of New Mexico will end up being our partner. Not in the technical sense, perhaps not legally. But the state at NMED will be proposing regulations for indirect potable reuse and as it does its job, Las Vegas will be acting in concert and abiding by the regulations, which should reassure residents.

Las Vegas was down to 21 days of water, and that creates a new sensibility for residents. They know something must be done. They know. So the challenge is to create an education campaign that brings them along. There will be stories floating around, as there are already, that are not based in fact. A strong campaign will defend against rumors and false stories.

Our job, if we are asked, would be to create a communications plan that helps achieve our objectives (our main objective being to gain public support for indirect potable reuse). The plan will have the following categories: goals, objectives, strategies, audiences, positioning, messaging, planning, and tactics. This plan will be presented to you for your review and several strategy sessions. It will include a SWOT (strengths, weaknesses, opportunities, threats) analysis that evaluates our situation. It will also include concepts for ads, social media, marketing materials, and other creative products.

Ultimately, we’ll create a positive and recognizable communications strategy to educate stakeholders and residents on Agua Pura. The plan will address ways to communicate a strong message across demographics.

Our goal is to alert the public that the Agua Pura program, as part of the overall water system, will mean water security for the city, and that’s what everyone wants and needs for the city to thrive. The water rights are already owned, the money is there, the technology exists and works. It’s now about finding the right approach to creating public support.



## The Situation in Las Vegas...

While lots of people like to think the water shortage problems started with the Hermit's Peak/Calf Canyon fire of 2022, we like to start somewhat sooner. In 2012, the OSE installed a bubbler to measure the flows in the Gallinas River because of the water crisis in that year. In fact, 2012 was the second driest year on record for the basin, and if you combine 2011 and 2012, it was the driest period on record in New Mexico. So the water problems did not start with the fire in 2022 set as a prescribed burn by the Forest Service. The point is that water problems for the basin and Las Vegas are not a new problem. The city has been struggling for years with the resource.

Then, along came the fire, and things got worse. Lots worse. The burn scar left the city's water supply open to a significant degree of sediment and that taxed, and for a while overwhelmed, the city's processing plants.

Las Vegas is a great town, a national treasure actually. For those who know the history, Las Vegas was "the" town in New Mexico for years, developing as it did close to Fort Union. The railroad came in 1879 and a Harvey House Hotel and the city blossomed into one of the major cities in the Southwest. What a history! The Duncan Opera House, the Normal School, and the Rough Riders reunions. Since the decline of the railroad industry and the changing West, Las Vegas has settled comfortably into a fabulous town of great character, and it plans to go on indefinitely. All it needs to thrive is sustainable drinking water.

The city is focusing on a water solution that will be more than a short-term fix. What the city wants is a permanent solution, which includes new equipment, new operations, highly trained operators, and a strategy for success.

The strategy for success is where we hope to be of service. The city is contemplating bold steps, bold steps that create real solutions, and that will require some effective communications to alert and educate the public to the reasons why. In January, in a newspaper article, Utilities Director Maria Gilvarry informed the paper that the city "is investigating a water recycling facility that would return treated wastewater to the town's reservoir."

### Agua Pura

Las Vegas is working on upgrading its water infrastructure and implanting a state-of-the-art water recycling system that will secure water for generations to come. The truth is, it is being done in many cities already and is remarkably safe to drink. In fact, in Orange County, CA, a facility takes raw sewage and transforms it into drinking water in a day or two. And that water exceeds all state and federal drinking water standards. Every day, the OCSD sends its wastewater through a half-mile pipe to another facility at which it goes through microfiltration, reverse osmosis, and ultraviolet disinfection. After that, they actually have to add minerals back into the water, it's so clean.



Phoenix likes to point out that we “already drink wastewater, technically.” That city is planning on a major wastewater revitalization project by 2030 using ozone treatment. And it’s not just the U.S.A. In other desert environments, such as Australia, in cities like Perth, conversion of wastewater is part of their future plans. One university professor says it could save 60% of their drinking water.

Yet, there are significant obstacles to overcome with the public. A survey conducted by the University of Pennsylvania surveyed over 2,000 Americans. Their findings showed that 49% of the respondents were willing to try recycled water, and the rest were against it or not sure.

For some people in Las Vegas, they will need some serious convincing and persuasion to come around to this idea. We will need a campaign to educate, inform, and persuade. The main idea is to convince the residents that it’s safe, effective, and healthy. No community can be asked to take their lives into their hands. If the community is not well-informed with strong messaging, it could create enough of a backlash to stop the project.

If we can communicate our safety message in a muscular way, stressing safety and health, we can persuade all but the most squeamish residents to come aboard and move this project through the city’s permit process successfully.

### **Building the Campaign**

Public education will be critical in getting residents to understand the need and process of Agua Pura—and ultimately accept and celebrate that the city will have an advanced water system that secures the water future for the area. We will work with the city to build a campaign that reaches everybody from parents with small children to stakeholders and politicians who can ultimately become advocates for the project as well.

## **The Method**

### **Strategic Thinking**

We have found, over the years, that if you don’t think the problem through, you don’t get very far. Or, in other words, we believe that the best way to solve a problem is to find a strategic solution, and that means thinking differently. The biggest mistake a campaign can make is to start with tactics (let’s do this!) because everything, and we mean everything, must start with a strategic imperative.

### **Strategic Imperative**

A strategic imperative is the super-objective, and it must be aligned with a super-strategy. What is the idea that will turn the key? What will be the solution to achieve the objective? What is the idea that will make it a success? Who needs to hear about the project and who can deliver the message? How do we ensure everybody is hearing a unified message about Agua Pura and how to we get stakeholders to become advocates? Understanding the details of the project will help illuminate the best path forward to implementing a public education campaign.



**Where It Comes From**

We like to say, the answer is in the research. And what does that mean? It means that as you wade into the particulars, as you get deeper and deeper into the issues, you start to see things differently than others might see it. A pattern may emerge. Motivations emerge. Ideas pop to the surface. If you do the research right and really dig in, things start to make sense. We'll work with the city to understand the whole Agua Pura process, from the engineering reports to any new regulations that may be required, to how we demonstrate safety and purity. Understanding the details of the project will help illuminate the best path forward to implementing a public education campaign.

**How We Think**

Once things start to fall into place, once there is a basic foundation around which to build a strategy, our strategic thinking takes over. This is when we take all the facts, all the ideas, the very purpose of the campaign, and derive from that a strategy that will work that will positively influence the public on the need for Agua Pura and the opportunity for a secure water future it presents.

**Achieve the Objective**

And at the heart of it all, at the heart of the strategy, is an objective. Strategy doesn't matter unless you want to achieve something, and that's what we're after. Define the objective, or the series of objectives, and match up the strategies to the objectives. Another way to say it is, figure out what you want, and align your strategy to win

**Execution Comes Next**

A game plan is basically a way to execute your strategy. So you create one. Call it a communications plan, or a game plan, or a set of strategic objectives. It doesn't matter what you call it; what matters is that your game plan is reliant on the strategic objectives defined earlier in the campaign. Once you determine those objectives, everything in your plan is designed to see it through to success.

**We Think It Through**

So with us you get a whole new way of thinking through a problem, from the beginning to the end of the campaign. We don't see things the way most see them. We discover the motivations and determine a way to run the campaign that is completely unique.

**Success**

We have had remarkable success in using this method and helping projects succeed. Walmart, Virgin Galactic, Amgen and Celgene Pharmaceuticals, the state of New Mexico, Cyrq Energy, and many more campaigns have won because we have employed this method, this system, this way of thinking that defines the objective and achieves it.



Above: Logo and creative concepts for Agua Pura



## CLIENT LIST

Carroll Strategies has been honored to work with many organizations. The following is a list of some clients the firm has served:

Access to Justice Commission  
(NM Supreme Court)

American Magnesium

Amgen Pharmaceuticals

Bernalillo County Office of the  
County Clerk

Celgene Pharmaceuticals

Christus St. Vincent Regional  
Medical Center

Cowgirl BBQ

Cyrq Geothermal

El Vado

Episcopal Diocese of Pennsylvania

Flying Star Cafe

Hotel Santa Fe

Kaune's Neighborhood Market

La Madeleine

Lovelace Health System

Low Carbon Fuels Coalition

Mesa del Sol

Mountain States Constructors, Inc.

Museum of New Mexico Foundation

New Mexico Academy for the Media  
Arts

New Mexico Child Care and  
Education Association

New Mexico Department of  
Transportation

New Mexico Taxation and Revenue

New Mexico Treasury Department

Pebble Labs

Ponderosa Brewing Co.

Presbyterian Hospital

Real Time Solutions

Santa Fe Animal Shelter

Santa Fe Prep

Scouts BSA Great Southwest Council

Siri Singh Sahib Corporation

Southwest Learning Centers

Stillbrooke Homes

Thornburg

TransCore

U.S. Department of Energy

Vexus Fiber

Virgin Galactic

Spaceport America

Western Albuquerque Land Holdings

Walmart

Watermelon Mountain Ranch

Wexford Health

Waste Isolation Pilot Plant



SECTION E.

REFERENCES

**Client:** Virgin Galactic

**Client Project Manager:** George Whitesides, Former CEO | 347.820.0709

**Client:** Cyrq Energy, Inc.

**Client Project Manager:** Nick Goodman, CEO | 610.883.1626 | Nick.Goodman@cyrqenergy.com

Michelle Henrie, General Counsel | 505.440.4948

**Client:** Walmart

**Client Project Manager:** Delia Garcia, Former Senior Director of United States Communications |

602.819.9170

**Client:** Western Albuquerque Land Holdings

**Client Project Manager:** Vanessa Alarid, Former Contract Lobbyist for WALH | 505.503.0640

**Client:** Vexus Fiber

**Client Project Manager:** Dan Serrano, Chair of the Westside Chamber of Commerce | 505.249.4715

**Client:** New Mexico Cancer Care Associates

**Client Project Manager:** Scott Herbert, Director of New Mexico Cancer Care Associates | 505.660.2627

**Client:** NM Taxation and Revenue

**Client Project Manager:** Rick Homans, Former Secretary | 813. 218.3303







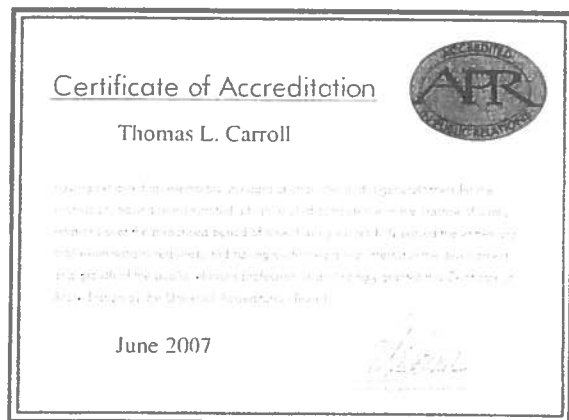
SECTION F.

DOCUMENTATION

Owner Tom Carroll has been awarded the prestigious Accredited in Public Relations Certificate and Carroll Strategies has won 93 different awards for Public Relations Campaigns, including three Best of Show Campaign awards from the Public Relations Society of America (PRSA).



26 Gold Awards | 37 Silver Awards | 25 Bronze Awards | Three Best of Show Campaigns



From the Public Relations Society of America



# BRANDING

Carroll Strategies has helped organizations, corporations, and state and local government agencies create and define their brands.

## Christus St. Vincent

**HEALTHY BABIES**

**TIME TO DO SOMETHING.**

El 24% de las mujeres embarazadas en el Condado de Santa Fe.

**BEBÉS SALUDABLES**

El 24% de las mujeres embarazadas en el Condado de Santa Fe.

**HEALTHY BABIES**

Up to 24% of pregnant women do not get prenatal care in Santa Fe County.

**CHRISTUS ST. VINCENT**

## Santa Fe Prep

**Begin here. End inspired.**

**SUMMER TEACHERS COLLOQUIUM**

**CHRISTUS ST. VINCENT**

## Kaunes

Come home to your Neighborhood Market  
**FOR THE FRESHEST PRODUCE.**

**KAUNE'S**

**Neighborhood Market**

Hours: MON-SAT: 8:00AM - 6:50PM | 505-982-2629  
511 OLD SANTA FE TRAIL | WWW.KAUNES.COM

## Low Carbon Fuels Coalition

I'm in the business of Clean Fuels.

**Clean Fuels Coalition**

## Boost NM's Economy

Diversify our economy with cleaner, cheaper fuels.

**Support HB 426**  
A Clean Transportation Fuels Standard for NM

With a Clean Fuels Standard in Minnesota, cleaner fuel producers will be able to generate credits to sell. This will help producers scale up and invest in the cleaner technologies that make renewable fuels available to more drivers.

The Future Fuels Coalition is leading the way on advocating for policies that keep us on a path towards decarbonizing transportation fuels.



## MEDIA TRAINING

Helping elected officials feel comfortable speaking and writing about the Agua Pura Project will be key to presenting the information to the public. Carroll Strategies is the most experienced firm in New Mexico at training effective communication techniques.

In the Public Relations Strategic Plan, we will outline the positioning for the agency as well as the key messages and story we want to tell the about ourselves to the world. From that messaging, we will develop a key messaging document and talking points so senior management and spokespeople tell a consistent message to all audiences from media to stakeholders.

We will also hold a media training with senior management to train them on the messaging. We will hold mock interviews and mock press conferences to ensure management is comfortable with the talking points and all media scenarios. Training on the messaging points specific to the Spaceport will be in addition to basic media training.

In basic media training, we will teach tips to ensure you are quoted the way you want to be, how to answer tough questions, and the appropriate length of a media comment for a print reporter versus a TV reporter, among other tips for talking with the media.

Carroll Strategies has media trained hundreds of people to speak with the media for interviews ranging from grand openings to crisis situations. Some of our media training clients include: Walmart store managers, Presbyterian Hospital, Virgin Galactic, Cyrq Energy, and several others.

### WHY SPOKESPEOPLE ARE KEY

What happens when a company is nameless or faceless?



### STAND ON HIGH GROUND

Know your Positioning.  
Know your Objective.  
Know your High Ground Message.



### UNDERSTAND THE MEDIA BUSINESS

Editors have to fill the space.



### PLAY TO WIN

Play the game.  
They're playing it, so you might as well too.



### POSITIONING

Without positioning, you're in a storm at sea.

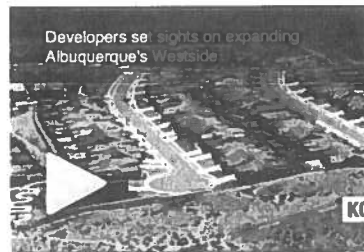
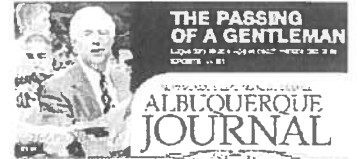


## CASE STUDY: WESTERN ALBUQUERQUE LAND HOLDINGS

In 2020, the To'hajilee Navajo Pueblo faced issues with inadequate and unsuitable water supply that required delivery of water via tanker trucks from Albuquerque. Western Albuquerque Land Holdings, an international real estate development corporation with holdings in western Bernalillo County, hired Carroll Strategies to broker a deal for a 7.4 mile pipeline from Albuquerque to the Pueblo.

### Our work:

- Arranged a video announcement of water transmission plans, including the Bernalillo County Commission.
- Lined up different authorities, parties-of-interest to explain the issue and present to solution.
- Utilized mass-media outreach to inform the public of the problems with failing wells on To'hajilee property.
- Assisted all parties resolve disputes on the size of the easement, amount of water to be moved, impact on pipeline on WALH land development, and maintenance of the pipeline.
- Wrote press highlighting plans for WALH's development of 54,000 acres of land highlighting community projects, housing and jobs.



County stepping in to help To'hajilee get clean water



## CASE STUDY: VIRGIN GALACTIC

Carroll Strategies was brought in after Virgin Galactic had tried twice to get legislation through that would keep them in the state. We started the Save Our Spaceport coalition and it had more than 1,000 members by the time it was all over. Ultimately, the legislation passed and the Governor signed it in 2013.

### Our work:

- Developed and maintained relationships with different media outlets around the state.
- Organized a legislative day for coalition members to visit New Mexico's Roundhouse.
- Planned and implemented press conferences, speaking and media tours.
- Trained spokespersons on key messaging points for interviews with media and conversations with stakeholders.
- Created a strategic communications plan to reach the goal of passing the Informed Consent Act in New Mexico, which outlined key objectives and supporting tactics.
- Prepared and distributed press releases that supported our media strategies.
- Developed collateral material with the campaign messaging to share with media and stakeholders.



## Save Our Spaceport

After a huge investment by the state of New Mexico, a change in liability law is needed to keep the Spaceport alive. We could lose the Spaceport if we don't take action in the next legislative session. We need your help.



## CASE STUDY: CYRQ ENERGY

Cyrq Energy is a geothermal company based in Salt Lake City. It came to New Mexico to construct a geothermal energy plant near Lordsburg. However, the permitting process had slowed the company down to a crawl. To make matters worse, the State Engineer was fighting with the Department of Energy over who was in charge. Cyrq turned to Carroll Strategies to fix the problem, obtain the permit, and construct the plant.

We conducted a massive education campaign across the state to let people know the issues and legislation was passed and signed into law by the Governor in 2013. The plant was constructed in that year and was operational by December 2013. Since 2013, we've continued to represent Cyrq in New Mexico to earn media, plan events, and keep local elected officials and stakeholders updated on the plant.

### Our work:

- Wrote press releases, advisories, LTE's, and Op-Eds.
- Earned media coverage throughout the state.
- Created collateral material to educate legislators and the public about geothermal energy.
- Supported lobbyists and ultimately got the bill to permit and allow a geothermal energy plant to be built in New Mexico.
- Planned, organized, and implemented an open house to celebrate the grand opening of the new plant.



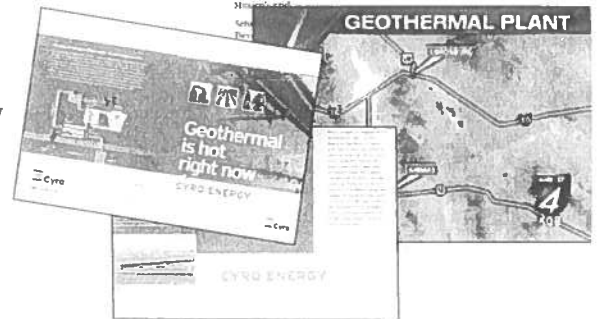
January 14, 2014  
 For Immediate Release  
 Contact: Tom Carroll  
 505.699.4016

### ADVISORY

FIRST UTILITY-SCALE GEOTHERMAL POWER PLANT IN STATE HOSTS PUBLIC TO CELEBRATE OPERATIONS

ANIMAS, NM The first utility-scale geothermal power plant in the state's history welcomes the public and celebrates its operations as it generates electricity for New Mexico's grid.

### GEOTHERMAL PLANT



## CASE STUDY: 20 X 20

PNM was at risk of not getting its annual renewable energy plan through the Public Regulation Commission (PRC), based on opposition about some technicalities in the proposal. Our client, Cyrq Energy, was part of the plan to deliver renewable energy in New Mexico, and they needed to raise the profile of the Renewable Energy Act (REA) plan with the public. Raising public awareness and lauding the goal of getting to 20 percent renewable energy in PNM's portfolio by 2020 became our key point. We built a coalition of broad support and the REA plan was ultimately accepted by the PRC.

### Our work:

- Built a coalition of renewable energy supporters.
- Drafted and managed social media content for the coalition's social media accounts.
- Designed and distributed collateral pieces.
- Organized a petition drive that earned over 1,000 signatures.
- Drafted earned media content, including two LTEs that ran in the Albuquerque Journal.



## CASE STUDY: NM SUPREME COURT

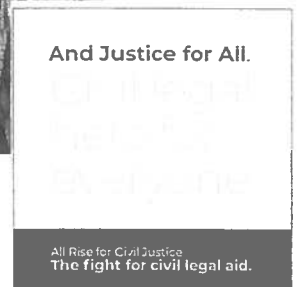
The New Mexico Supreme Court's Access to Justice Commission hired Carroll Strategies to develop a strategic communications plan to deliver to civil legal aid to more New Mexicans. Carroll strategies created a long-term roadmap for success for the Access to Justice Commission. The plan designed ways to coordinate with partner agencies to help clients navigate the civil legal aid system, highlight the commission's successes with stakeholders at a state and national level. The plan also took funding into considerations and proposed creative solution to connect the dots in ways for the commission to work with clients, partner agencies, and pro bono attorneys to make a difference.

Ultimately the plan outlined ways to reach the objectives of 1) attracting more pro bono attorneys to volunteer for civil legal aid programs 2) expanding resources for the commission and programs it supports and 3) increasing access to civil legal assistance.

### Our work:

Developed a campaign for each of the three objectives outlined in the public relations strategic plan. This included:

- Media Strategies
- Social Media Campaign
- Marketing
- Planning press conferences

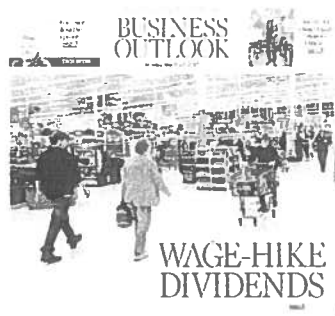


## CASE STUDY: WALMART

We currently handle New Mexico statewide relations for Walmart as well as in El Paso. Our main objectives are to coordinate national media efforts in New Mexico and gain positive media for the company. We are also charged with localizing and distribution media releases based on the company's nationwide editorial calendar, as well as finding unique media opportunities in the market.

### Our work:

- Manage media relationships through New Mexico and El Paso.
- Prepare store managers and market managers for media interviews.
- Prepare and distribute press releases on behalf of Walmart.
- Maintain media lists of reporters and outlets.
- Manage special events, such as grand openings, from start to finish – including event program, talking points, arranging speakers, and inviting the media.



# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT BUSINESS CERTIFICATE

Issued to: CARROLL STRATEGIES LLC  
DBA: CARROLL STRATEGIES  
300 CENTRAL AVE SW STE 2000E  
ALBUQUERQUE, NM 87102-3203

Expires: **04-Mar-2025**

Certificate Number:

**L0303717296**



Stephanie Schardin Clarke  
*Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE

### FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Offerors should provide their Federal Tax ID number if Offeror is incorporated. If Offeror is a Sole Proprietor or a Partnership, then shall provide their Social Security Number

Federal Tax ID Number: \_\_\_\_\_

Social Security Number: 558-04-6040



## SCORING MATRIX

### RFP #2024-08 Agua Pura Las Vegas Public Engagement Campaign

	Carroll Strategies				
<b>1. Specialized Services as defined in the Scope of Work</b> 30 points	Evaluator #1--25 Evaluator #2--25 Evaluator #3--25 Evaluator #4--25 Evaluator #5--26	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--
<b>2. Capacity and Capability</b> 15 points	Evaluator #1--15 Evaluator #2--13 Evaluator #3--13 Evaluator #4--15 Evaluator #5--15	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--
<b>3. Past Record and Performance</b> 15 Points	Evaluator #1--15 Evaluator #2--15 Evaluator #3--14 Evaluator #4--15 Evaluator #5--15	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--
<b>4. Familiarity with City of Las Vegas and related services</b> 20 Points	Evaluator #1--15 Evaluator #2--10 Evaluator #3--10 Evaluator #4--10 Evaluator #5--15	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--
<b>5. Current Volume of Work with the City of Las Vegas is less than 75%</b> 10 Points	Evaluator #1--10 Evaluator #2--10 Evaluator #3--10 Evaluator #4--10 Evaluator #5--10	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--
<b>6. Resident/Veterans</b> 10 Points	Evaluator #1--5 Evaluator #2--5 Evaluator #3--5 Evaluator #4--5 Evaluator #5--5	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--
<b>Totals</b>	<b>406</b>				
	Evaluator #1--85 Evaluator #2--78 Evaluator #3--77 Evaluator #4--80 Evaluator #5--86	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--	Evaluator #1-- Evaluator #2-- Evaluator #3-- Evaluator #4-- Evaluator #5--
	<b>81%</b>				





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

**Meeting Date:** October 11, 2023

**Date Submitted:** 09/29/23

**Department:** Utilities Division

**Item/Topic:** Award RFP #2024-05 for Water & Sludge Transfer and Temporary Storage to Hay's Plumbing & Heating

**Advertised:** 08/25/23; Las Vegas Optic, Albuquerque Journal and City Website

**RFP Opening:** 09/20/2023

**Number of Proposers:** 1 – Hays Plumbing & Heating Inc.

**Fiscal Impact:** Paid for through City funding based on the division requesting services.

**Attachments:** Proposal opening sheet, proposal received, and scoring matrix

**Committee Recommendation:** This item will be discussed at the October 10, 2023 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:

Reviewed By:

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

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

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

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

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

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

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

CITY OF LAS VEGAS  
RFP/BID/OPENING

DATE: 20-Sep-2023

OPENING NO.: 2024-05

TIME: 2:00 PM

DEPARTMENT: WATER/Waste Water

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

ITEM(S): **WATER & SLUDGE TRANSFER  
AND TEMPORARY STORAGE**

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 <u>Hays Plumbing &amp; Heating Inc</u>	<u>0</u>		<u>0</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2					
3					
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 <u>[Signature]</u>	<u>CLV Purchasing</u>
2 <u>[Signature]</u>	<u>CLV-INVENTORY</u>
3 <u>[Signature]</u>	<u>CLV-PRD</u>
4	
5	
6	
7	
8	
9	
10	

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:  
[Signature]  
DATE: 9/20/23

OPENED BY FINANCE DEPARTMENT:  
[Signature]  
DATE: 9.20.2023

COPIES TAKEN BY DEPT.:  
[Signature]  
DATE: 9.20.2023

# PROPOSAL

COPY

*RFP NUMBER 2024-05*

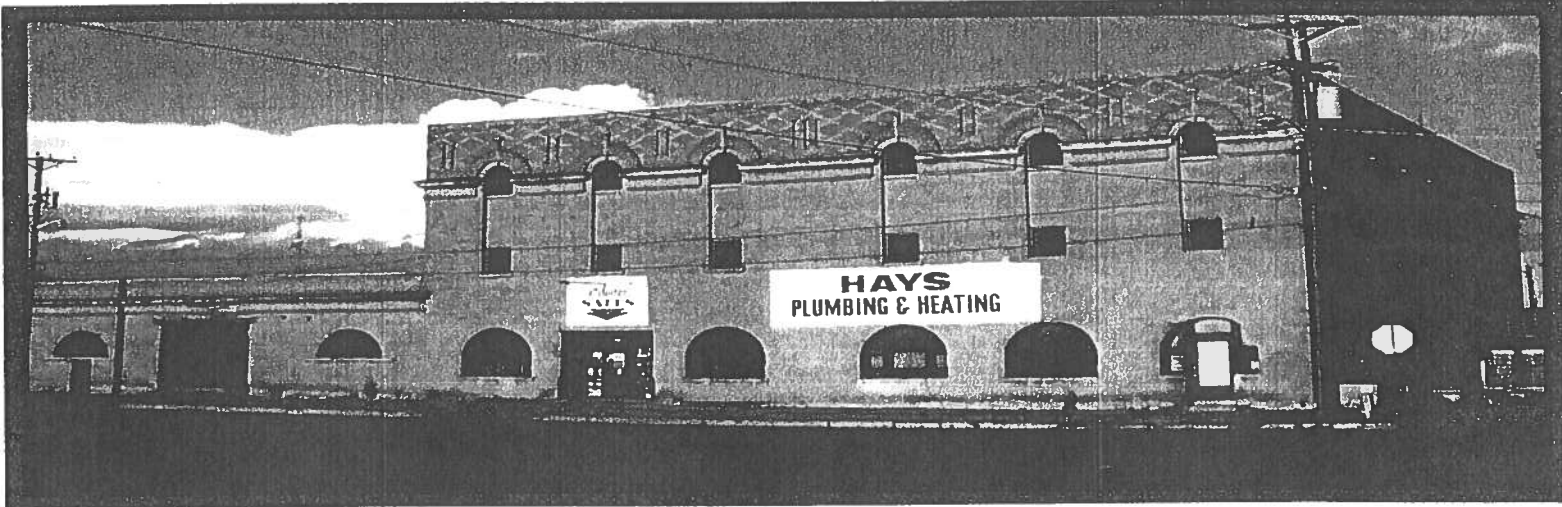
*Water & Sludge Transfer and Temporary Storage*

Submitted to:

City of Las Vegas

1700 N Grand Ave

Las Vegas, NM 87701



Submitted by:

**HAYS PLUMBING & HEATING, INC.**

**600 RAILROAD AVENUE, LAS VEGAS, NM 87701**

**505 425-7535**

**Email: [hays\\_plumbing@hotmail.com](mailto:hays_plumbing@hotmail.com)**

**September 20, 2023**

# Index

**Section A-** *Offeror's Identification (authority to sign)*

**Section B-** *Campaign Contributions Disclosure Form*

**Section C-** *Personnel Experience*

**Section D-** *Licenses*

**Section E-** *Experience in Specialized Services referenced in scope*

**Section F-**

- 1) *Quality Assurance Program*
- 2) *Affidavit on Non- Violation of Labor Costs*
- 3) *Affirmative Action Statement*

**Section H**

- 1) *Bonding Insurance Company Information*
- 2) *Hays Profile*
- 3) *Hays Warranty Letter*
- 4) *Qualifications*

OFFEROR INFORMATION

OFFEROR: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: Randy Hays

ADDRESS: 600 Railroad Ave Las Vegas, NM 87701

TELEPHONE NUMBER (505) 425-7535

FAX NUMBER (    )                     

DELIVERY: 600 Railroad Ave Las Vegas, NM 87701

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1061474736

NEW MEXICO CONTRACTORS LICENSE NO.: 8243

SERVICE (S): **WATER & SLUDGE TRANSFER AND TEMPORARY STORAGE** THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }

COUNTY OF San Miguel }

I, Gordon Hays 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.

Gordon Hays  
Signature

Subscribed and sworn to before me, this 20 day of September, 2023.

(SEAL)

STATE OF NEW MEXICO  
NOTARY PUBLIC  
REGINA COCA  
COMMISSION # 1134910  
EXPIRES JULY 15, 2025

Regina Coca  
Notary Public Signature  
My Commission Expires: July 15, 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 Gordon Hays

09/20/2023  
Date

President  
Title (Position)

**Personnel Experience: (resumes available upon request)**

Hays assigned Project Manager / Foreman/ Superintendent have the following minimum qualifications and experience: at least 10 years` experience in the construction history of 15+ years. Have experience in many construction types as identified in project listing. Experience as a Project Manager/ Foreman/ Superintendent on one or more construction projects Valued at \$1.7 million or more.

**Employees (include but not limited to):**

**Jason Ole Dale**

**Licenses and Certificates:**

Plumbing License #8243, Classifications MM98, GB98, GF-9  
Journeyman Plumber License #JPG 5867  
SMAW-AWS Pipe & Plate Welding

**Work Experience:**

Vice-President/Owner of Hays Plumbing & Heating, Inc. (Las Vegas, NM)  
Project Estimator & Supervisor  
Journeyman Plumber & Gas Fitter

**Randy J. Hays**

**Licenses and Certificates**

Journeyman Plumber – 1993 License #06836  
Journeyman Gas Fitter – 1993 License #06836  
Mechanical Contractors License – w/Hays – 1998 License #8243 MM98; LP 04; GF 98  
General Contractors License – w/Hays GB98  
Trench Shoring Certified – 2000  
Certified Welder #9764- 1993  
Well Drillers License #WD 585  
Commercial Driver's License  
Geothermal Certified

**Work Experience**

Project Estimator & Supervisor  
Supervisor/Foreman – Several Plumbing Projects  
Well Drilling Supervisor  
Equipment Operator Excavator Backhoe    Dozer    Drilling Rig    Trencher



**Joe A. Aragon, III**

Licenses and Certificates

Journeyman Plumber – 1994 License #09974

SMAW Welding & Inspection Specialist – 2009

Trench Shoring Certified – 2023

**Work Experience**

Plumber Foreman

**Brian M. Coca**

**Licenses and Certificates**

Trench Shoring Certified – 2023

Commercial Driver's License

**Work Experience**

Supervisor/Foreman – Several Utilities Projects

Proficient in operating small, medium, and heavy-duty equipment

Experienced mechanic with diesel or gas engines

Experienced welder (Arc and Mig welders)

Skilled in transporting equipment

Experience with installation and maintenance of culverts

Experience with cement work, carpentry, and plumbing

Equipment Operator which include Bobcat, Grader, Loader, Backhoe, Excavator, Aerial lift, Forklift, Dump Truck, Bulldozer, Tractor

# STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

## HAYS PLUMBING & HEATING INC

LICENSE NUMBER

8243

Qualifying Party(S)

HAYS RANDY  
HAYS RANDY  
DALE JASON OLE  
HAYS HOWARD L.

EXPIRES

08/31/2024

CLASSIFICATION(S)

ES01, ES03, ES04, ES05  
ES06 GA01, GB98, GF02  
GF03, GF04, GF05, GF09  
GF98, MM98



*Alan Dooling*

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand.

STATE OF NEW MEXICO  
REGULATION AND LICENSING DEPARTMENT

CLASSIFICATION

LF

LICENSE NUMBER

15877

HAYS PLUMBING & HEATING INC

600 RAILROAD

LAS VEGAS, NM 87701

*Alan Dooling*  
DIRECTOR



EXPIRES

06/30/2024

CLASSIFICATION(S)

04, 05, 04, 05

This card is now and shall remain property of Construction Industries Division and shall be surrendered at any time upon demand.

## CITY OF LAS VEGAS, NEW MEXICO BUSINESS LICENSE/REGISTRATION

BUSINESS: HAYS PLUMBING & HEATING, INC.

LICENSE # 0917

ADDRESS: LAS VEGAS, NEW MEXICO 87701

2021 2022

2017

2018

2019

2020

APPROVED

COMMUNITY DEVELOPMENT

BUSINESS OWNER

2023

**LAS VEGAS**  
NEW MEXICO

Old Trails, New Adventures

*Tonita Gurulé-Girón*

Tonita Gurulé-Girón  
MAYOR

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT CONTRACTOR CERTIFICATE

ISSUED BY: HAYS PLUMBING & HEATING INC  
DBA: HAYS PLUMBING & HEATING INC  
600 RAILROAD AVE  
LAS VEGAS, NM 87701-4531

CLASS: 24-Feb-2024

Certificate Number

1,1061474736

*Sharon Clark*  
Supervisor, Clerk  
Contract Services

THIS CERTIFICATE IS NOT TRANSFERABLE.

## Certificate of Contractor Registration



This is to certify that

**Hays Plumbing & Heating, Inc.**

600 RAILROAD AVE  
LAS VEGAS, NM, 87701-4531

has registered with the Department of Workforce Solutions

Registration Date: 1/3/2023

Registration Number: 002369720111209

This certificate does not show the current status of the company.  
To see the current status for this company please go to the Public Works  
and Apprenticeship Application (PWAA) at  
<https://www.dws.state.nm.us/pwaa>

New Mexico Department of Workforce Solutions, Labor & Public Works Division, P.O. Box 10001, 1215 North 1st Street, Las Vegas, NM 87701-1000

**Section E - Current Projects**

Year	Owner's Name(s), Address & Phone No.	Design Engineer's Name, Address & Phone No.	Contract Amount	Percentage Completed	Project Title & Brief Description of Work Performed
2023	Name: NCRTD Taos Operations & Maint Address: 1320 Salazar Road Taos, NM 87571 Telephone:	Name: Company: Telephone:	\$ 322,383.00	1%	NCRTD Taos Operation & Maintenance Facility
2023	Name: New Mexico Highlands University Address: Box 9000 Las Vegas. NM 87701 Telephone:	Name: Company: Telephone:	\$ 1,438,338.00	3%	Sininger Hall Renovation
2023	Name: CITY OF LAS VEGAS Address: 1700 North Grand Ave, Las Vegas, NM 87701 Telephone:	Name: Company: Telephone:	\$ 389,600.00	10%	Legion Drive Reconstruction
2023	Name: State of New Mexico Address: Telephone:	Name: Company: Telephone:	\$ 429,507.00	5%	Coyote Creek State Park
2023	Name: San Miguel County Address: Telephone:	Name: Company: Telephone:	\$ 431,436.00	0%	SMC NE Regional Crisis & Treatment Center
2023	Name: Tucumcari Public Schools Address: 700 W Amaraosa Ave Tucumcari, NM 88401 Telephone:	Name: Company: Telephone:	\$ 106,770.00	5%	Tucumcari Baseball Field
2022	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Wayland Oliver Company: Stantec Consulting Services Telephone: 575-461-0181	\$ 1,266,760.47	80%	Hot Springs Boulevard Water and Sewer Utility Improvements
2022	Name: Tucumcari Public Schools Address: 700 W Amaraosa Ave Tucumcari, NM 88401 Telephone:	Name: Company: Telephone:	\$ 1,086,444.00	5%	Tucumcari ES HVAC Replacement
2021	Name: Jaynes Corp Address: 2906 Broadway NE Albuquerque, NM 87107 Telephone:	Name: Company: Hartman+Majewski Design Group Telephone:	\$ 1,176,308.00	50%	NM State Police - District 1 Headquarters

**Section E—Previous Experience with Similar Projects**

<b>Year</b>	<b>Owner's Name(s), Address &amp; Phone No.</b>	<b>Design Engineer's Name, Address &amp; Phone No.</b>	<b>Contract Amount</b>	<b>Project Title &amp; Scope of Work</b>	<b>Institution Satisfactory with Project</b>
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$313,741.00	NMDOT Lift Station Improvements Utility Work	Very happy with the work that was performed by our company
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Ramses Ortega Company: Stantec Consulting Services Telephone: 575-538-5395	\$314,300.00	Dee Bibb Lift Station Improvements Utility Work	Very satisfied with the work that was performed by our company
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Wayland Oliver Company: Stantec Consulting Services Telephone: 575-538-5395	\$1,791,000.00	National Avenue/Bridge Street Improvements Utility Work	Very pleased with the work that was performed by our company
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Keaton Chancellor Company: Souder, Miller & Associates Telephone: 505-299-0942	\$319,394.00	Detention Center Lift Station Rehabilitation Utility Work	Very happy with the work that was performed by our company
2020	Name: NM Department of Transportation D5 Address: PO Box 4127 Santa Fe, NM 87502 Telephone:	Name: Company: Souder Miller & Assoc Telephone: 505-299-0942	\$ 448,770.00	Taos County CN 5100750 Utility Work	Very thankful with the work that was performed by our company
2020	Name: Las Vegas City Schools Address: 901 Douglas Ave Las Vegas, NM 87701 Telephone: 505-454-5700	Name: Wayne Yevoli Company: Testudo Engineering Telephone: 505-554-1282	\$2,464,915.00	LVCS Los Ninos Phase 2 Plumbing and Utilities	Very pleased with the work that was performed by our company
2020	Name: West Las Vegas Schools Address: 179 Bridge St Las Vegas NM 87701 Telephone: 505-426-2300	Name: Verlyn Miller Company: Miller Engineering Telephone:	\$219,444.30	West Las Vegas Baseball Field Complex Drainage Project Excavation	Very delighted with the work that was performed by our company
2020	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$507,429.45	Mountain View, Keen Street and West National Avenue Roadway Phase 1 Improvements Road Work	Very happy with the work that was performed by our company

**Section E—Previous Experience with Similar Projects**

<b>Year</b>	<b>Owner's Name(s), Address &amp; Phone No.</b>	<b>Design Engineer's Name, Address &amp; Phone No.</b>	<b>Contract Amount</b>	<b>Project Title &amp; Scope of Work</b>	<b>Institution Satisfactory with Project</b>
2020	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Raymond Smith Company: Souder, Miller & Associates Telephone: 505-299-0942	\$76,500.00	Solid Waste Facility Fire Suppression Project Fire Suppression System	Very pleased with the work that was performed by our company
2020	Name: Miami DWUA Address: 2153 A State Hwy Miami, NM 87729 Telephone:	Name: Stephen Jerge Company: NCS Engineers Telephone: 505-896-7761	\$144,901.00	Miami DWUA Disinfectant Bi Products - Utility Work	Very delighted with the work that was performed by our company
2020	Name: Village of Maxwell Address: PO Box 356 Maxwell, NM 87728 Telephone:	Name: Stephen Williams Company: Dennis Engineering Company Telephone: 505-281-2880	\$62,185.53	Village of Maxwell Well Equipment- Utility Work	Very pleased with the work that was performed by our company
2019	Name: Jaynes Corp Address: 2906 Broadway NE Albuquerque, NM 87107 Telephone:	Name: Ray Vigil Company: Vigil & Associates Architectural Group Telephone: 505-890-5030	\$ 3,206,385.00	New Meadows Long Term Care Facility Phase 3- Utility & Plumbing Work	Very delighted with the work that was performed by our company
2019	Name: Pendaries Village MDWCA Address: PO Box 863 Rociada, NM 87742 Telephone:	Name: Doug Sayre Company: Sayre Engineering Telephone: 505-982-3544	\$748,894.10	Two Supplemental Water Wells in Pendaries, NM- Well and Utility Work	Very satisfied with the work that was performed by our company
2019	Name: City Of Rio Rancho Address: 3200 Civic Center Circle, NM Rio Rancho, NM 87144 Telephone: 505-896-8769	Name: Nathan Roberts Company: Bohannon Huston, Inc. Telephone: 505-823-1000	\$145,762.00	Southern Boulevard Pressure Reducing Valve- Pipeline Work	Very thankful with the work that was performed by our company



Hays Plumbing & Heating, Inc.  
600 Railroad Avenue  
Las Vegas, NM 87701  
Phone (505) 425-7535  
hays\_plumbing@hotmail.com



## Quality Assurance Program

Hays Plumbing has provided its clients with over 59 years of quality products and services. Hays Plumbing's commitment to quality begins with the company officers and extends to every member of Hays Plumbing's staff. Hays Plumbing's staff's common goal is to provide a quality service every time. Hays Plumbing's staff works diligently to build confidence and long-lasting relationships with its clients, suppliers, and subcontractors. Hays Plumbing's staff works to fulfill the needs of its clients and ensure adherence to accepted standards, codes, and practices applicable to the work performed.

### Quality and Safety

Hays Plumbing takes quality and safety seriously. Hays Plumbing has a Quality Control Plan to ensure that all work it does will be performed in accordance with the requirements established for the task or project. The plan ensures that there is a process in place to comply with the established requirements for each task or project. Hays Plumbing staff is committed to reporting any deficiencies discovered as a result of the client's, designated representative, or Hays staff's checks or tests of the work performed. The deficiencies will be brought to the attention of the appropriate individual and steps will be taken to correct the deficiencies.

Hays Plumbing management and staff work diligently to promote a culture of safety. Hays Plumbing's safety program exceeds the minimum requirements for both state and federal OSHA programs. Hays Plumbing's employees undergo regular training and re-certification. Hays Plumbing has trained employees that monitor each phase of the installation, so every step is observed for quality and accuracy.

Hays Plumbing is committed to:

- Full and open communication with our clients and/or their designated representatives
- Adherence to the tasks or projects agreed upon
- Adherence to generally accepted standards, codes, and practices
- Professionally executed services and projects
- Professional and ethical conduct

Hays Plumbing utilizes a quality assurance program which includes:

- Utilizing a recognized apprenticeship programs for plumbing
- Reviewing code and specifications
- Inspecting & testing materials to ensure conformance with the project requirements
- Ensuring that all personnel performing the work are properly qualified and certified as per the project specifications
- Installing materials and equipment using best practices
- Conducting testing procedures,
- Tracking project schedules
- Inspecting and testing installed equipment

Hays Plumbing's staff are assigned to each task or project and takes ownership of the projects assigned from inception to completion of the task or project.

# AFFIDAVIT OF NON-VIOLATION OF LABOR COSTS

Name of Firm: HAYS PLUMBING & HEATING, INC.

Address: 600 RAILROAD AVENUE – LAS VEGAS, NM 87701 505 425-7535

**PROJECT:** WATER & SLUDGE TRANSFER AND TEMPORARY STORAGE OPENING # 2024-05

**OWNER:** City of Las Vegas  
1700 N Grand Ave  
Las Vegas, NM 87701

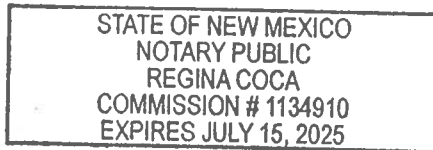
The undersigned officer of HAYS PLUMBING & HEATING, INC., hereby states that HAYS PLUMBING & HEATING, INC. has, during the past five (5) years, been free of any determinations by a court or an administrative agency, of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects.

GORDON HAYS, PRESIDENT  
Name and Title

Gordon Hays  
Signature

## NOTARY

STATE OF New Mexico  
COUNTY OF San Miguel



Signed or attested before me, this 20 day of September, 2023.

MY COMMISSION EXPIRES:

July 15, 2025

Regina Coca  
Notary Signature



**DOWNEY & COMPANY**  
CONTRACT BONDS AND INSURANCE

March 16<sup>th</sup>, 2023

RE: Hays Plumbing & Heating, Inc.

To Whom It May Concern,

Our office has provided bonds for Hays Plumbing & Heating, Inc. in excess of fifteen years. They enjoy an excellent reputation for quality workmanship and timely completion on their projects.

At the request of Hays Plumbing & Heating, Inc. we have established a bond line in the amount of \$5,000,000.00 single project with an aggregate limit of \$8,000,000. The execution of bonds would be based on favorable review of contract documents and underwriting requirements stipulated by the surety at the time the bonds are requested.

They have approximately 74% of their bonding capacity available at this time.

Should you require any further information regarding Hays Plumbing & Heating, Inc., please do not hesitate to contact our office.

Sincerely,

Roger N. Downey

Subscribed and sworn to before me, a Notary Public in and for the State of New Mexico, County of Bernalillo, this 16<sup>th</sup> day of March, 2023.

  
Notary Public

STATE OF NEW MEXICO  
NOTARY PUBLIC  
Maria Y. Ankeny  
Commission No. 1098199  
June 18, 2023



Hays Plumbing & Heating, Inc.  
600 Railroad Avenue  
Las Vegas, NM 87701  
Phone (505) 425-7535



## PROFILE

DATE: January 2023

### Plumbing & Heating Contractors, and Well Drilling Co.

New Mexico CID License #8243- Class. EL01, ES03, ES04, ES05, ES06, GA01, GB98, GF02, GF03, GF04, GF05, GF09, GF02, GF98, MM98 --- LP #15877

Well Drilling License #WD-585 & WD-1720

NM DOL #002369720111209

NM Resident Contractors 07C48

NM Resident Contractor Certificate L1061474736

City of Las Vegas Business License #0917

NM Inc #0504837

Date of Incorporation = 1/1/64; 59 years in business. DUNS/SAM# 064910391  
State of Incorporation is New Mexico # 0504837 ----- CAGE # 6ZLM0

**Federal ID# 85-0168958**

**NM State # 01-705574-001**

SURETY: Downey & Company, Albuquerque, NM @ 800-635-9802

BANK: Community First Bank, Las Vegas, NM @ 505-425-7584 Mike Fields  
New Mexico Bank and Trust, Albuquerque, NM @ 505-830-8102

### MAJOR MATERIAL SUPPLIERS:

Dahl, Inc. (Plumbing) – Santa Fe, NM 800 274-2704

2M Co, Inc. (Well Pumps/Equipment) – Albuquerque, NM 800 344-8238

Ferguson (Utilities Materials) -Albuquerque, NM 505-345-0171

### ARCHITECTS:

Molzin Corbin 505-242-5700

Albuquerque, New Mexico

Wilson & Company Engineers 505-348-4000

Albuquerque, New Mexico

### GENERAL CONTRACTORS:

Franken Construction Co. 505-425-7578

Las Vegas, New Mexico



Hays Plumbing & Heating, Inc.  
600 Railroad Avenue  
Las Vegas, NM 87701  
Phone (505) 425-7535  
hays\_plumbing@hotmail.com



## ***Sample Warranty Letter***

Date: September 2023

Project: WATER & SLUDGE TRANSFER AND TEMPORARY STORAGE  
OPENING # 2024-05

Owner: City of Las Vegas  
1700 N Grand Ave  
Las Vegas, NM 87701

In codefests with the project specifications, HAYS submits its guarantee of equipment, materials and workmanship furnished by HAYS PLUMBING & HEATING., are free from defect in workmanship and material for a period of ONE (1) YEAR beginning **DATE OF SUBSTANTIAL COMPLETEION** or **DATE OF EQUIPMENT START-UP RUNNING**.

Equipment and materials furnished by OTHERS, but installed by HAYS PLUMBING & HEATING, INC., are not covered by this warranty, except for the installation work performed by HAYS PLUBMING & HEATING, INC., and/or HAYS' Sub-Contractors.

Ordinary wear is not covered by this warranty. The Owner's abuse, neglect or failure to perform recommended maintenance procedures will void this warranty.

Should any problems occur during the specified warranty period, due to faulty equipment materials or workmanship, HAYS PLUMBING & HEATING, INC. will correct the problem(s), without charge to the satisfaction of the Owner.

---

Gordon Hays, President

# STATEMENT OF QUALIFICATIONS

1) **Firm Name:** HAYS PLUMBING & HEATING, INC.

Type of Firm: **Corporation**      Year Firm was established: 1964

2) **LICENSING (See Section D):** New Mexico Contractor's License, which is current and in Good standing with the State of New Mexico Construction Division (CID).

3) **EXPERIENCE:**

- a. List of experience of projects completed and current: **See Section E**
- b. The average annual amount of construction/plumbing work performed in the past five years.  
\$ 7,000,000.00

4) **CAPACITY AND CAPABILITY TO PERFORM THE WORK:**

- a. Resources: Total number of current employees:

Project Managers	<u>3</u>
Estimators	<u>2</u>
Foremen	<u>6</u>
Tradesman	<u>15</u>
Administration	<u>8</u>
Other	<u>4</u>

5) **SAFETY**

- a. Hays Plumbing & Heating, Inc. has a written safety program compliant with current State Regulations.
- b. Hays Plumbing & Heating, Inc. is free of committing serious or willful violations of federal or state Safety laws as determined by a final non-appealable decision of a court or government agency.

6) **INSURANCE and CLAIMS HISTORY (See Section H)**

- a. Hays Plumbing & Heating, Inc. is free of any judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was a party.
- b. Hays Plumbing & Heating, Inc. during the past five (5) years been free of a determination by a court of competent jurisdiction that is filed a false claim with any federal, state or local government entity.
- c. Hays Plumbing & Heating, Inc. the ability to provide the required insurance in the limit stated in any project documents (General Liability and Comprehensive Auto) at \$1 Million per occurrence and \$1 Million in the aggregate.

7) **FINANCIAL STABILITY**

a. For purposes of determining if our company capacity and ability to perform financially, Hays Plumbing can provide upon request their most current financial statement, preferably audited, including your company's latest balance sheet and income statement.

8) **QUALITY ASSURANCE (See Section H)**

a. Hays Plumbing & Heating, Inc. does have a Quality Assurance/Quality Control (QA/QC) Manager? Name: Jason Dale Years with Firm: 59 years  
Job Title: Vice-President/Project Administrator Years in position: 40+


9) **OTHER INFORMATION**

Certify and/or documentation that the firm possesses the necessary equipment, Financial resources, technical resources, management, professional and craft Personnel resources and other required capabilities to successfully perform the Contract, or will achieve same through its pre-listed subcontractors.

THE UNDERSIGNED CERTIFIES THAT ALL OF THE QUALIFICATION INFORMATION SUBMITTED WITH THIS FORM IS TRUE AND CORRECT.

Gordon Hays, President  
Name and Title

HAYS PLUMBING & HEATING, INC.  
Firm Name

  
Signature

600 Railroad Avenue Las Vegas, NM 87701  
Address of Firm

Email Address: hays\_plumbing@hotmail.com

Phone Number: 505-425-7535

**SCORING MATRIX**  
**RFP #2024-05 Water & Sludge Transfer and Temporary Storage**

	Hays Plumbing & Heating Inc	Vendor	Vendor	Vendor	Vendor
1. <b>Specialized Services as defined in the Scope of Work</b> 30 points	<u>Evaluator #1--23</u> <u>Evaluator #2--23</u> <u>Evaluator #3--25</u> <u>Evaluator #4--23</u> <u>Evaluator #5--24</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. <b>Capacity and Capability</b> 15 points	<u>Evaluator #1--13</u> <u>Evaluator #2--15</u> <u>Evaluator #3--14</u> <u>Evaluator #4--14</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>
3. <b>Past Record and Performance</b> 15 Points	<u>Evaluator #1--14</u> <u>Evaluator #2--15</u> <u>Evaluator #3--14</u> <u>Evaluator #4--13</u> <u>Evaluator #5--13</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. <b>Familiarity with City of Las Vegas and related services</b> 20 Points	<u>Evaluator #1--18</u> <u>Evaluator #2--20</u> <u>Evaluator #3--20</u> <u>Evaluator #4--18</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. <b>Current Volume of Work with the City of Las Vegas is less than 75%</b> 10 Points	<u>Evaluator #1--3</u> <u>Evaluator #2--3</u> <u>Evaluator #3--3</u> <u>Evaluator #4--3</u> <u>Evaluator #5--3</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. <b>Resident/ Veterans</b> 10 Points	<u>Evaluator #1--5</u> <u>Evaluator #2--5</u> <u>Evaluator #3--5</u> <u>Evaluator #4--5</u> <u>Evaluator #5--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>	<u>Evaluator #1--</u> <u>Evaluator #2--</u> <u>Evaluator #3--</u> <u>Evaluator #4--</u> <u>Evaluator #5--</u>
<b>Totals</b>	<b>391</b>				
	<u>Evaluator #1--76</u> <u>Evaluator #2--81</u> <u>Evaluator #3--81</u> <u>Evaluator #4--76</u> <u>Evaluator #5--77</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>78%</b>				



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

**Meeting Date:** October 11, 2023

**Date Submitted:** 09/29/23

**Department:** Utilities Division

**Item/Topic:** Award RFP #2024-01 for On-Call Sediment Removal Services to North Eastern Construction and GM Emulsion LLC and enter into contract.

Advertised: 07/14/2023; Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: 08/09/2023

Number of Proposers: 5 – North Eastern Construction

GM Emulsion LLC

Hays Plumbing & Heating INC.

Magnum Welding

Blue Boy Construction

**Fiscal Impact:** Paid for through the City funding based on the division requesting services.

**Attachments:** Proposal opening sheet, proposal received, & scoring matrix.

**Committee Recommendation:** This item will be discussed at the October 10, 2023 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:

Reviewed By:

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

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

*[Signature]*  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_

Ordinance No. \_\_\_\_\_

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

Approved \_\_\_\_\_

Continued To: \_\_\_\_\_

Referred To: \_\_\_\_\_

Denied \_\_\_\_\_

Other \_\_\_\_\_

CITY OF LAS VEGAS  
RFP/BID/OPENING

DATE: 9-Aug-2023

OPENING NO.: 2024-02-01 <sup>01</sup> <sup>dv</sup>

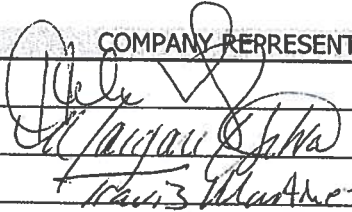
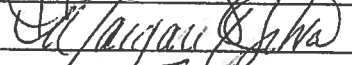

TIME: 2:00 PM

DEPARTMENT: WATER


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


ITEM(S): ON CALL SEDIMENT REMOVAL SERVICES

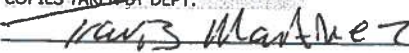
RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 <del>Blue</del> Boy Blue Construction LLC		0	0	✓	✓
2 GM Emulsion		0	0	✓	✓
3 Hays Plumbing & Heating Inc		0	0	✓	✓
4 Northeastern Construction		0	0	✓	✓
5 Magnum Welding & Construction		0	0	✓	✓
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 	CLV Purchasing
2 	CLV INVENTORY
3 	CLV PM
4	
5	
6	
7	
8	
9	
10	

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:   
DATE: 8/19/23

OPENED BY FINANCE DEPARTMENT:   
DATE: 8-9-2023

COPIES TAKEN BY DEPT:   
DATE: 8.9.23





925 Mills Aveue  
Las Vegas, NM  
Phone: (505) 454-8143  
Facsimile: (505) 454-1272  
E- mail: necontractors@yahoo.com

Sean Medrano  
General Manager/Owner  
925 Mills Avenue  
Las Vegas, NM 87701

August 08, 2023

RE: **On-Call Sediment Removal Services**

**Opening #: 2024-01**

City of Las Vegas

Dear City Clerk,

I submit this letter of transmittal as General Manager and Owner of NorthEastern Construction Company, licensed in the State of New Mexico (NM Lic. 361022), to provide all areas of general construction, emphasizing sediment removal services.

As General Manager and Owner of NorthEastern Construction Company, I am authorized to act on behalf of NorthEastern Construction Company, in all matters, up to and including obligating its services to fulfill the objective of the RFP for On-Call Sediment for the City of Las Vegas.

My full name is Sean Lance Medraon, General Manager & Owner, [sean@necbuilders.net](mailto:sean@necbuilders.net), 505-426-7585, NM CID License #361022 (GB98, MM98, MS03), and I am authorized to negotiate the contract on behalf of NorthEastern Construction Co.

As a provision of the RFP, I accept the General Requirements, Scope of Work, and General Terms and Conditions as stated in the RFP **Opening Number 2024-01 with no addendums.**

Sincerely,

Sean L. Medrano  
General Manager/Owner  
NorthEastern Construction Co.

Company Seal



**OFFEROR INFORMATION**

OFFEROR: NorthEastern Construction Co.

AUTHORIZED AGENT: Sean L. Medrano  
925 Mills Avenue, Las Vegas, New Mexico 87701

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

TELEPHONE NUMBER ( 505 ) 426-7585

FAX NUMBER ( \_\_\_\_\_ ) \_\_\_\_\_

DELIVERY: Hand delivery

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1550454448

NEW MEXICO CONTRACTORS LICENSE NO.: 361022 GB98, MM98, MS03

SERVICE (S): **ON-CALL SEDIMENT REMOVAL 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 }  
San Miguel }  
COUNTY OF \_\_\_\_\_ }

I, Sean L. Medrano 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.

[Handwritten Signature]  
Signature

Subscribed and sworn to before me, this 9th day of August, 2023.

(SEAL) STATE OF NEW MEXICO  
NOTARY PUBLIC  
Diana Sena  
Commission Number 1139109  
My Commission Expires November 4, 2026

[Handwritten Signature]  
Notary Public Signature  
My Commission Expires: 11-4-26

## 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

08-08-2023  
\_\_\_\_\_  
Date

General Manager/Owner  
\_\_\_\_\_  
Title (Position)

- A) Offeror's Identification
  - a) Notarized Affidavit (attached)
- B) Campaign Contribution (attached)

**C) Personnel Experience:**

<b>C) General Manager/Owner/Estimator/Chief Contractor/Operator</b>	
Name	Sean L. Medrano
Field	General Construction/Management
Project Role	Completes estimates, conducts negotiations, oversees the operation and overall office management, manages subcontractors, vendors, and equipment, and provides new opportunities for the business.
Degree Type	BA/Management
License	General Construction GB-98/MS-03/MM-98
<p>With over 15 years of experience in the general construction field, Sean's dedication continues to his customers and to his community.</p> <p>NEC maintains two offices, one in Las Vegas and the other in Angel Fire. NEC has continued to expand its building, renovation, roofing, fencing, demolition, heavy equipment operations, and general contractor services to various parts of Northeastern New Mexico, taking on projects from both the residential and commercial sides of the industry.</p> <p>Sean's experience within the general construction field and as an experienced heavy equipment operator provides a wealth of knowledge, resources, and expertise required to accomplish any commercial task. From building large commercial buildings to renovation and restoration, NEC is equipped with experienced crews, required equipment, and materials needed to tackle any task opportunity the City of Las Vegas requires.</p> <p>Having worked on various projects with the City of Las Vegas over the last several years, NEC is committed to the on-call services and looks forward to the continued business relationship.</p>	

<b>Operations Manager</b>	
Name	Gary David Jordan
Field	Operations/Operations Manager
Project Role	<p>Oversee procurement, create estimates to be competitive, track projects, provide progress reports, conduct site visits, liaison w/Architect, customer, and NM CID, and strives for overall optimal performance.</p> <p>Gary is also a seasoned operator and capable of operating all the heavy equipment NEC has in its inventory.</p> <p>Although Gary is better suited for the administrative roles within NorthEastern Construction, he is capable and willing to jump on any of NEC's equipment to fulfill the obligation for the on-call sediment removal services for the City of Las Vegas.</p>
Degree Type/Year	BA, Management, MIS (2006)
<p>With 35+ years of staff and company management, from small business operations to sizeable global operations, Gary is eclectically experienced in business operations with fiduciary responsibility, program management, procurement, and staff management.</p> <p>Gary's experience in the construction business started in the early eighties when he worked for Wallen Construction, which built Rio Rancho homes in the thousands.</p>	

Gary's dedication as the Operations Manager for Northeastern Construction Company will transcend his responsibilities to the City of Las Vegas to ensure projects are operationally optimal.  
 From briefing NEC staff to keeping the City of Las Vegas Key Personnel informed of project progress, Gary will endeavor to manage the City of Las Vegas projects that guarantee success and satisfaction.

<b>Office Manager</b>	
Name	Diana Sena
Field	Finance/Office Manager
Project Role	Manage accounts payable, and accounts receivable, track project costs, manage correspondence, help with procurement, report assistance, and office management.
<p>Diana has a wealth of knowledge running a front office, managing financial and accounting functions, and ensuring Northeastern Construction always complies with Federal, State, and Local level regulations.</p> <p>Diana worked for over ten years as a legal secretary for a civil attorney in Las Vegas, New Mexico. She has broad experience in civil, criminal, child custody, divorce, and contract law. Diana has been employed with Northeastern Construction for ~7 years and understands the importance of payroll laws and contract laws and keeps up to date by attending seminars and webinars frequently.</p>	

<b>Senior Site Foreman</b>	
Name	Leonard Casados
Project Role	Project on-site lead, build project following plans, provide on-site supervision, receive materials, ensure appropriate equipment is available, and ensure safety is at the forefront of all work performed.
<p>Leonard is our Senior Site Foreman with over 30 years of construction experience. His "Old School" work ethic and attention to detail reflect the values of Northeastern Construction. Leonard is the Master of his craft and believes in honest, hard day's work. He is a focused employee with a wide variety of skills.</p> <p>We are lucky to have someone like Leonard to ensure we have the ability to complete work for the City of Las Vegas.</p>	

<b>Field Manager and Senior Operator</b>	
Name	Nick Vigil
Field	Operations
Project Role	Overall site management and Senior Operator
<p>Nick is our Field Manager and Senior Operator. With over thirty years of construction and equipment operations, Nick ensures that projects are completed on time and on budget. He directs the NEC Crews, ensures NM CID compliance, and watches the project spending to ensure we are not over budget. You will find Nick working with the crew as he often displays his leadership by example!</p> <p>Nick is a testament to the NEC values and sets his expectations to ensure our customers are fully aware of the day-to-day operations and stage of the project.</p>	

<b>Procurement/Project Manager</b>	
Name	Timothy Fresquez
Field	Operations
Project Role	Procurement and Project Management
<p>Timothy has over thirty years of construction and procurement management. Timothy started off at an early age working as a construction laborer. Timothy progressed in the construction industry with each passing year until he led a crew in constructing new homes in Angel Fire. This led Timothy to his second passion, which is procurement with an Alpine Lumber Company. For the next 15 years, Timothy worked on the procurement side of construction, placing orders for contractors, ordering materials from suppliers, and learning the business side of procurement and purchasing.</p>	

<b>Operator</b>	
Name	Mariano Granado
Field	Operations (Operator)
Project Role	Mariano has over twenty years of experience as a heavy equipment operator. Mariano worked and retired after twenty years of faithful service with the New Mexico Game and Fish. His role was as an operator and transporter of heavy equipment. Mariano is one of four of our operators and will provide exceptional services for the on-call sediment removal services.

**D) Licenses: See attached Licensing**

**E) Experience in Specialized references in scope:**

NorthEastern Construction Company has well over five years of experience providing exceptional construction services to the entities listed below. The scope of work has ranged from simple remodels to new builds, snow removal, demolition projects in excess of forty cubic yards, and everything in between.

Please feel free to contact the list of individuals below for confirmation of our extended history working with them, the scope of projects, and their overall satisfaction.

Name	Address	Phone Number
Juan Carlos Fulgenzi	c/o Las Vegas City Schools	505-429-7235
Andrew Duran	c/o San Miguel County	505-429-4836
Jerry Maestas	C/o West Las Vegas Schools	505-429-8780
Sylvia Baca	c/o New Mexico Highlands University	505-426-2048
Peter Mares	c/o San Miguel County	505-718-9917

**F) Documentation (Education of education, certificates, and qualifications).**

See attached licenses in section "D".

**G) Financials**

- See attached Bonding letter from USI
- See attached Good Standing Certificate from New Mexico Secretary of State

H) Additional Information (Resident Contract Certificate). *Attached Resident Contractor Certificate attached – it has been renewed and we are awaiting for the new certificate.*

I) Bonding capacity letter is attached in G. Financials. *(Payment and Performance Bond to be issued upon award of project)*



**1. Specialized Services as defined in the scope of work:**

- NorthEastern Construction Company has over eighteen years of experience in the construction field. The operation of heavy equipment related to various groundwork in various terrains and circumstances gives us an advantage for sediment removal. With four certified operators and various heavy equipment listed below, we are confident we can maintain the scope of work for the on-call sediment removal. NorthEastern Construction worked with the US Forest Services, The NM DOT, San Miguel County, and other agencies to remove sediment from the fires and floods.

**NorthEastern Construction Co. Equipment Inventory**

2021 Volvo EC35D (excavator)
2021 New Holland C332 (skid steer)
2021 John Deere 650k (Dozer)
2020 Volvo Excavator ECR 88D (excavator)
2020 Volvo Excavator ECR145EL (excavator)
2023 AGROTK Mini Excavator L12
2014 JLG 6042 (sky track)
2017 Volvo L70H (Loader)
2006 Peterbilt 379 (Dump truck)
2000 Volvo ACL64F (Dump truck)

**2. Capacity & Capability-**

- NorthEastern Construction Company is ready to mobilize and fulfill the duties for the on-call sediment removal project for the City of Las Vegas at a moment's notice.
- Northeastern Construction Company currently employs over 20 full-time employees, owns the heavy equipment required to cover the scope or work for the on-call sediment removal, and is willing to go above and beyond to provide its services for the City of Las Vegas.
- We have a designated crew of Operators who will be assigned to this project. All operators report to the NEC Shop each morning at 7:00 AM and are ready for their assignments.
  - NorthEastern Construction Company is available for on-call services seven days a week and whenever the City of Las Vegas requires our services.
- NorthEastern Construction also has transportation available to mobilize its equipment and personnel to any area within the Las Vegas City limits.

**3. Past Record of Performance-**

- We worked closely with the US Forest Services, The NM DOT, San Miguel County, and other agencies to remove sediment from the fires and floods and clean up after the devastating fires that affected Las Vegas and the surrounding areas.

See also E., "Experience in Specialized Services referenced in scope."

**4. Familiarity of the City of Las Vegas –**

- As a Las Vegas Native, Sean is very familiar with the City of Las Vegas and has NEC staff, many of whom were born and raised in this city. All the NEC Staff are familiar with the City of Las Vegas.
- NorthEastern Construction has provided its services for the City of Las Vegas for several years and, to this day, continues to provide construction services.
  - NEC is very familiar with the “system” the City of Las Vegas uses for projects.

**5. Current volume of work with the City that is less than 75% complete-**

- NorthEastern Construction currently has no work volume with the City of Las Vegas that is less than 75 percent complete.

**6. Required certifications – See C. Personnel Experience.**

**7. Resident Preference –**

- NorthEastern Construction is located at 925 Mills Avenue, Las Vegas, NM 87701
- The NorthEastern Construction Shop is located at 207 Chico Drive, Las Vegas, NM 87701
- See attached Residence Preference Certificate

**8. Veterans Preference-**

- Although not a US Veteran, the Operations Manager for NorthEastern Construction proudly served in the United States Marine Corps!

Susana Martinez  
Governor

Katherine C. Martinez  
Director

J. Dee Denis Jr.  
Superintendent

**State of New Mexico**  
Regulation and Licensing Department  
**CONSTRUCTION INDUSTRIES DIVISION**

2550 Cerillos Rd.  
Santa Fe, New Mexico 87505

*This is to certify that:* **NORTHEASTERN CONSTRUCTION**  
**PERMANENT LICENSE #361022**

*Located at:* **2325 CHURCH ST, LAS VEGAS, NM 87701**


*Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:*


**GB98, MM98, MS03**

*And to permit or contract projects singly in New Mexico of a dollar amount up to:*  
**UNLIMITED**

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on*

**03/12/2012**

  
\_\_\_\_\_  
*Signature of Contractor*

  
\_\_\_\_\_  
*Katherine C. Martinez*  
Director

*NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable*

# *Certificate of Contractor Registration*



This is to certify that

## **Northeastern Construction Company**

925 MILLS AVE

LAS VEGAS, NM, 87701-4047

has registered with the Department of Workforce Solutions

**Registration Date: 6/23/2022**

**Registration Number: 002483620120629**

**This certificate does not show the current status of the company.  
To see the current status for this company please go to the Public Works  
and Apprenticeship Application (PWAA) at  
<https://www.dws.state.nm.us/pwaa>**

# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT CONTRACTOR CERTIFICATE

Issued to: NORTHEASTERN CONSTRUCTION  
COMPANY

DBA: NORTHEASTERN CONSTRUCTION  
COMPANY  
925 MILLS AVE  
LAS VEGAS, NM 87701

Expires: **04-Aug-2023**

Certificate Number:

**L1550454448**



Stephanie Schardin Clarke

*Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE



PROTECT. MANAGE. GROW.

USI Insurance Services LLC (New Mexico)  
4100 Osuna Rd NE, Suite 2-203  
Albuquerque, NM 87109  
www.usi.com  
Phone: 505.262.2621  
Fax: 855.512.3881

August 7, 2023

Re: NORTHEASTERN CONSTRUCTION  
Las Vegas, NM

To Whom It May Concern:

We have had the privilege of writing the Bid, Performance and Payment bonds on Northeastern Construction since 2011. Northeastern Construction has demonstrated a proven ability to deliver quality projects on time. They are a well-managed, progressive company with a reputation for providing quality construction services in an expeditious manner.

Currently their bonds are provided by AMERICAN ALTERNATIVE INSURANCE COMPANY, an A+ Rated Carrier with a Treasury Listing of \$19,455,000. We have considered bonds in the \$1,000,000 single project and \$1,500,000 aggregate project range for this fine contracting firm.

Formal approval of any and all bonds would be conditioned upon applicable underwriting considerations such as acceptable contract terms, review of bond forms and a favorable review of current underwriting information at the time of the request for the bonds.

Any consideration for such bonds is a matter between the surety and the principal and this is not to be construed as a commitment to provide bonds at this time.

We welcome direct inquiries from clients regarding this fine contracting firm.

Sincerely yours,

USI Southwest, Inc.

A handwritten signature in blue ink, appearing to read 'Dean E. Vigil', with a stylized flourish at the end.

Dean E. Vigil



STATE OF NEW MEXICO

**MAGGIE TOULOUSE OLIVER**

SECRETARY OF STATE

## *Certificate of Good Standing and Compliance*

IT IS HEREBY CERTIFIED THAT:

**NorthEastern Construction, Company**  
**4825101**

the above named entity, a Corporation incorporated under the laws of New Mexico, is duly authorized to transact business in New Mexico as a Domestic Profit Corporation, under the

**Business Corporation Act**

**53-11-1 to 53-18-12 NMSA 1978**

having filed its Articles of Incorporation on January 24, 2018, and Certificate of Incorporation issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Certificate Issued: **May 1, 2023**

**In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.**



*Maggie Toulouse Oliver*

**Maggie Toulouse Oliver**  
Secretary of State

**Certificate Validation #: 0075957**

A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be established by viewing the **Certificate Validation** option on the Business Filing System at <https://portal.sos.state.nm.us/bfs/online> and following the instructions displayed under **Certificate Validation**.

**REQUEST FOR PROPOSALS**

The City of Las Vegas, New Mexico will open Sealed Proposals at 2: 00 pm, Aug 9, 2023, 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 SEDIMENT REMOVAL SERVICES**

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 SEDIMENT REMOVAL SERVICES** Opening No. 2024-01; 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,

  
Leo J. Maestas, City Manager

  
New Mexico Local Government Law

  
Casandra Fresquez, City Clerk

  
Tasha Martinez, Finance Director

  
Helen Vigil, Purchasing Officer

Opening No. 2024-01

Date Issued: July 10, 2023

Published: Las Vegas Optic July 14 2023  
Albuquerque Journal July 14 2023  
www.lasvegasnm.gov July 14 2023



OFFEROR INFORMATION

OFFEROR: GM EMULSION, LLC

AUTHORIZED AGENT: Gabriel Martinez

ADDRESS: 5935 Agua Fria Street, Santa Fe, NM 87507

TELEPHONE NUMBER (505 -)471 - 9981

FAX NUMBER (505 -)471 - 9983

DELIVERY: As Requested

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0509300144

NEW MEXICO CONTRACTORS LICENSE NO.: 370602

SERVICE (S): **ON-CALL SEDIMENT REMOVAL 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 }

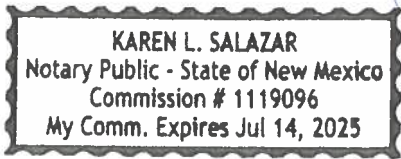
COUNTY OF Santa Fe }

I, Gabriel Martinez 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.

[Handwritten Signature]  
Signature

Subscribed and sworn to before me, this 9th day of August, 2023.

(SEAL)



[Handwritten Signature]  
Notary Public Signature  
My Commission Expires: 7-14-2025

**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: Aug 9, 2023; 2:00 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 **TBD, 2023**. 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 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: 27-1902307

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) \_\_\_\_\_

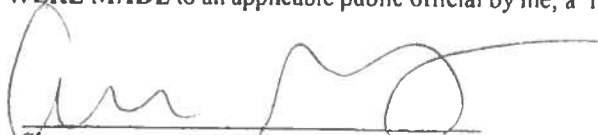
(Attach extra pages if necessary)

\_\_\_\_\_  
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

8/9/2023  
\_\_\_\_\_  
Date

Vice President  
\_\_\_\_\_  
Title (Position)

## **REQUEST FOR PROPOSALS FOR ON-CALL SEDIMENT REMOVAL SERVICES**

The City of Las Vegas, New Mexico is requesting proposals for on call sediment removal services defined in the scope of work.

### **1. SCOPE OF WORK**

The Offeror shall perform and provide On Call Sediment Removal Services for the City of Las Vegas 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 services:**

1. The primary responsibility of the Contractor will be to remove an identified accumulation of sediment in different sections of Gallinas river channel or any reservoirs as specified by the City of Las Vegas.
2. The Contractor will be responsible for excavating/removing, transporting, off-loading, and delivery of spoils to their disposal site.
3. Contractor will be responsible for meeting all regulatory or permitting requirements.
4. Mobilize all necessary equipment, personnel, tools, labor, and material necessary for performance of the work to the site. Provide all temporary facilities and controls necessary for personnel and equipment to execute the work in a safe, lawful, and efficient manner and necessary to protect existing facilities, utilities, and designated resources.
5. The Contractor shall provide water control provisions which account for the potential for variable conditions in the diversion area, including the potential for rapid increase in flows. It is the Contractor's sole responsibility for the control of water in and around the work area.

### **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: 1 original (1) & Five (5) 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 "**PROPOSAL FOR ON-CALL SEDIMENT REMOVAL SERVICES**" 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 of the City of Las Vegas** - Offeror’s familiarity with the area the project is 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 six (6) 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 Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent'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 OF 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 who 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 statutes 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, 505.426.3262

## EVALUATION SHEET

**Offerors:**

Proposal must address each of the following criteria.

<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	25	
2. Capacity and Capability	25	
3. Past Record and Performance	20	
4. Familiarity with City	15	
5. Current Volume of Work with the City that is less than 75% complete	10	
6. Residential or Military Preference	5	
<b>Subtotal Proposals for Scope of Services</b>	<b><u>100</u></b>	

**STATE OF NEW MEXICO**

TAXATION AND REVENUE DEPARTMENT

**RESIDENT BUSINESS CERTIFICATE**

Issued to: **G M EMULSION, LLC**

DBA: **G M EMULSION, LLC**  
**5935 AGUA FRIA ST**  
**SANTA FE, NM 87507-9030**

Expires: **23-Jul-2024**

Certificate Number:

**L0509300144**



Stephanie Schardin Clarke  
*Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE

**STATE OF NEW MEXICO**

TAXATION AND REVENUE DEPARTMENT

**RESIDENT CONTRACTOR CERTIFICATE**

Issued to: G M EMULSION, LLC

DBA: G M EMULSION, LLC  
5935 AGUA FRIA ST  
SANTA FE, NM 87507-9030

Expires: **12-Aug-2024**

Certificate Number:

**L0878292400**



Stephanie Schardin Clarke  
*Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE



8/9/2023

City Clerk's Office  
City of Las Vegas  
1700 N Grand Ave,  
Las Vegas, NM 87701

Reference: ON-CALL SEDIMENT REMOVAL SERVICES

Opening No. 2024-01

Subject: CRITERIA FOR ACCEPTANCE AND EVALUATION

To Whom It May Concern:

GM Emulsion LLC has read the Scope of Work in the Request for Proposal for On-Call Sediment Removal Services, and understand the duties for this service. We have the experience and done the similia projects. Here are the qualifications for your evaluation.

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.

GM Emulsion, LLC specializes in providing top quality service in general building and road construction through-out the state of New Mexico. Established in 2008 conducting construction projects in Santa Fe and surrounding areas. Our key employees have worked in the construction industry for 20+ years. We take a total project approach and prospective providing our clients with exactly what they want. We provide services for new construction and repair of commercial, industrial and residential buildings, roads, driveways and parking lots. Our company is known throughout New Mexico for our high-quality work.

2. **Capacity & Capability** - Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner.

GM Emulsion, LLC (GME) takes great pride in completing projects on time and within budget constraints. This is accomplished during the planning and negotiating period for each project. Realistic timelines and realizing budget constraints at the beginning of a project allows GME to deliver a satisfactory product and experience for our clients. These projects were completed on time and within budget without issues during or after the warranty period. Good communication and excellent client project management during construction allows for minimal or no punch list items. Our subcontractors were not called back within or after the warranty period. GME is always willing to perform additional work to complete projects to the satisfaction of our clients. We have a "get it done right the first time" attitude. GME is known





for quality work at reasonable prices. We vet our suppliers considering quality products as well as mindfulness of costs to clients and taxpayers.

3. **Past Record of Performance** – Offeror should provide a list of references with names and phone numbers.

The projects listed below were completed for New Mexico public entities under similar on-call contracts and/or price agreements.

- **Salvador Perez Park Improvement**  
City of Santa Fe – On Call Contract  
Owner: City of Santa Fe Parks and Recreation  
Jason Kluck, Project Manager  
505-955-5937  
Project Scope: Demolition, Earthwork, Curb & Gutter, Sidewalks & Asphalt Paving
- **Pavement resurfacing Projects**  
Department of Military Affairs – On Call Contract  
Owner: NM National Guard in Santa Fe, NM  
Manny Martinez  
505-577-1572  
Project Scope: Milling, Overlay and Asphalt Paving
- **La Cueva Water Tanks**  
Sandoval County – On Call Contract  
Owner: SC Public Works  
Rio Rancho, NM  
James Maxon-Fire Chief  
505-934-8788  
Project Scope: Erect 2-25,000-gallon tanks, pump house, plumbing, hydrants, concrete footings, concrete drive pads, asphalt parking lot, drainage swales
- **Rodeo Road**  
City of Santa Fe – On Call Contract  
Owner: City of Santa Fe Road Maintenance  
Dave Katinack, Project Manager  
505-955-5937  
Project Scope: Demolition, Earthwork, Curb & Gutter, ADA Ramps, Storm Drain Improvements, Sidewalks, Asphalt Paving & Striping

4. **Familiarity of the City of Las Vegas** – Offeror’s familiarity with the area the project is located and the system to which the work pertains.

GM Emulsion has been working in the City of Las Vegas for quite few years. Here are some projects we just completed.

- County Club Drive Project (Mills Ave – 4<sup>th</sup> St.) – PO #231642 date 4/28/2023  
Scope of work: Obliterating old road and replace with 3” asphalt paving





Completion in May 2023

- Pecos St. Utility Repair – PO#230192 dated 7/14/2022  
Scope of work: 2" Cold milling asphalt removal and haul off, 2" new asphalt placement  
Completion in July 2022
- Ward 1 – Bernalillo St. from Hotsprings to New Mexico Ave – PO #221637 date 5/13/2022  
Scope of work: Remove and haul cold milling asphalt, and place 2" asphalt paving  
Completion in September 2022

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

**Please review attached resumes for Project Manager and Project Superintendent.**

7. **Resident Preference** – Offeror's proximity to the City of Las Vegas

Please see attached NM State Residence Certificate.

8. **Veterans Preference** – Business owners' status as a US Military Veteran.  
Not Applicable

Respectfully,

A handwritten signature in blue ink, appearing to read 'Michelle Martinez', is written over the typed name.

Michelle Martinez,  
President  
GM Emulsion, LLC



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Stephanie Schardin Clarke  
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# Gabriel Martinez

## **Professional Summary**

Customer-oriented Project Manager with 18 years' experience focused on increasing production, minimizing downtime and costs and maximizing overall efficiency. Adaptive and deadline-oriented with capacity to execute and complete multiple projects in high-stress environments.

[gabriel@gmemulsion.com](mailto:gabriel@gmemulsion.com)

(575) 840-9709

47 Paseo De Martinez, SANTA FE, NM  
87507-9030

## **Work History**

### **GM Emulsion, LLC - Vice President Operations**

Santa Fe, New Mexico

02/2008 - Current

- Monitored project costs, developed job cost forecasts, managed cash flow and approved invoices for payment.
- Orchestrated projects within strict timeframes and budget constraints by employing critical thinking to solve complex problems and working closely with senior leaders.
- Created full-scope cost estimates for bid builds and designed build projects.
- Identified plans and resources required to meet project goals and objectives by setting realistic timelines and checkpoints.
- Completed projects on time and under budget.
- Assessed engineering documentation to determine order of construction operations.
- Supervised job site employees and subcontractors to ensure optimal productivity.
- Reduced excess spending by effectively utilizing given resources.
  
- Operated wide variety of equipment including power saws, sanders, grinders, cranes drill press, forklift and basic hand tools.
- Accurately estimated time and materials costs for projects.
- Measured out jobs and calculated materials needed.
- Informed supervisors when machines needed major service.
- Hired and oversaw subcontractors covering disciplines such as electrical and plumbing installation.
- Operated equipment such as oil distributor and heavy equipment.
- Tracked income, labor and expenses via QuickBooks spreadsheets, and generated weekly reports.
- Participated in safety meetings and assisted the asphalt crew by answering questions from staff members.

## **Skills**

- Operational oversight
- Performance monitoring
- Project Management
- Budget administration
- Operations Management
- Budgeting
- Business development
- Project development
- Heavy equipment operation
- Construction background
- Project estimation and bidding
- Safety program understanding
- Safety and compliance

## **Education**

1995

**University High School**

Roswell, NM

**High School Diploma**

## **Certifications**

OSHA 30

Fire Extinguisher

First Aid/CPR

Traffic Control

### **Blue Collar Construction - Road Construction Superintendent**

Las Cruces , New Mexico

01/2006 - 02/2008

- Scheduled subcontractors, consultants, and vendors to ensure timely completion of projects.
- Coordinated required inspections with local jurisdictions.
- Trained general contractors on company protocol and led quality assurance initiatives, maintaining high customer satisfaction ratings.
  
- Assisted in budgeting, bidding and the award of subcontractors.
- Held construction progress and regular status meetings with the project team.
- Developed and executed pre-construction milestones on the project schedule.
- Interviewed, hired and trained new workers.
- Communicated daily with vendors to keep project fully operational.
- Put together estimates, specifications and other project documents.
- Increased customer satisfaction ratings by resolving all issues professionally and in a timely manner.
  
- Operated commercial vehicle to transport equipment and job-specific machinery to and from job sites.
- Maintained and cleaned equipment after each job and inspected.
- Operated wide variety of equipment including power saws, sanders, grinders, cranes drill press, forklift and basic hand tools.
- Operated oil distributor, heavy equipment and transports to complete jobs in a timely and safe manner.

### **Holly Frontier And Refinery - Oil Distributor Operator**

Artesia, NM

01/2004 - 01/2006

- Oil distributor operator for New Mexico region
- Responded to customer requests via telephone and email.
- Obtained documents, clearances, certificates and approvals from local, state and federal agencies.
- Copied, logged and scanned supporting documentation.
- Monitored permitted space for worker safety and hazards.
- Followed standards and procedures to maintain safe work environment.
- Attended monthly safety meetings to ensure machine operation safety.

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### **Licencing**

GA01, GA98, GB98, GF01, GF02, GF03, GF04, GF05, GF07, GF08, GF09,  
GS08, GF09, GS08

# Fred S. Marquez

1236 Reynosa Loop SE • Rio Rancho, New Mexico 87124 • (505) 306-4706  
zeuqram\_derf@yahoo.com

## Relevant Skills

In depth knowledge of Public Works administration and asset infrastructure. Extensive experience in facilities construction and maintenance projects, transportation construction practices, policies and procedures for roadway construction. Wide-ranging experience in civil engineering practices and procedures. Very knowledgeable in State and Federal Procurement. Experienced in developing, reading, analyzing and correcting building construction plans and road construction plans. Well versed in reading, writing and analyzing project specifications and contracts. Several years of experience with federal RFP's, ITB's, contracts administration and grants writing. Expertise with landfill operations and environmental regulations. Annual participation in preparing ICIP and planning for long term plans, goals and objectives for the Federal, State and Local Government projects.

Research and grant writing for discretionary funding sources and programs such as Federal Grants for Public Infrastructure, HSIP funding, TAP funds, FLAP funding, etc. Grant Administration and Construction Project Management.

Project consultation, estimating, scheduling, coordination with clients, contractors and subcontractors.

Outstanding interpersonal, motivational and presentation skills. Analytical, articulate and diligent.

## Core Competencies

Budget Planning and Cost Control  
Project Leadership  
Project Development  
Project Estimating  
Microsoft Powerpoint  
ArcMap 10.2.2 (GIS)

Strategic Planning  
Quality Control  
Grant Writing  
Environmental Compliance  
Microsoft Project  
Autocad Civil 3D

Process Improvement  
Client Relations  
Schedule Compliance  
Microsoft Excel  
Microsoft Word  
Autocad Revit

## Education

West Mesa High School-Graduated

UNM-Civil Engineering, Continuing Education Courses-Business Management, Professional and Business Speaking, Accounting and Technical Writing

Phoenix Institute of Technology-Graduated, 2-year program in architectural design

Albuquerque Technical Vocational Institute-AutoCad I&II-Graduated

## Certifications/Training

Certified Storm water Inspector  
Certified Erosion Inspector  
Certified SWPPP Developer  
Drone Mapping for Solid Waste Facilities  
OSHA 30

NPDES Construction Inspection  
Project Management  
Pipeline Emergency Response  
NMED Water Quality Testing and Sampling  
CPR Certified

## **Accomplishments**

### **Experience Summary:**

My current daily accountability requirements demand close coordination between scheduled activities with 50 employees, at least 10 government agencies, contractors, subcontractors and other clients in oversight and completing projects with multi-million-dollar budgets.

I am responsible for estimating, submitting bids, contract administration, crew scheduling, equipment scheduling, supervising crews (40 employees, supervising office staff (10 employees), daily reporting to project clients, ordering materials such as base course, asphalt, and all other building materials associated with road construction, take-offs for driveways, parking lots, and heavy civil/highway construction.

I report to the owners of the company several times a day to report progress, project issues and solutions as well as location of crews equipment and daily changes in production.

During the past 30 years I have acquired considerable experience in the oversight of public works infrastructure and facility projects from funding research to acquiring funding and managing projects through the process of planning, design, construction and follow up maintenance for State and Local Government infrastructure projects as well as private developers which includes roads, bridges, utilities, environmental compliance and building facilities.

I have been involved with the United States Environmental Protection Agency and the New Mexico Environmental Department for water quality requirements relating to industrial, solid waste, commercial and residential storm water runoff permitting.

I coordinated work in tandem with more than 20 State, Local, Tribal and Federal agencies to manage issues affecting infrastructure and policies.

I work closely with Federal, State, and Local Governments to help them meet their facility and road construction project needs. I currently have on-going projects with Los Alamos National Laboratories, Sandoval County Fire Department, Sandoval County Public Works, Taos County, Santa Fe County, City of Santa Fe, and NMDOT.

I have many years of experience supervising and coordinating contractors to achieve maximum benefit of all my projects relating to public funding.

Throughout my career I have designed several public utility and residential subdivision projects and taken them through the process of permitting and construction. I have an excellent grasp on what is involved with capital infrastructure and structures from initial design, estimating, bidding to ground breaking, construction and final closeout documents. I have been through the process of FHWA, NMDOT, State and Local audits on several projects with no issues on record keeping or financial issues. All of my projects have passed audits and been reimbursed at 100% with Federal and State funding when local funding was not sufficient to fund the entire project.

For the past twenty seven years I have been working in a civil engineering environment. I am very familiar with APWA requirements for Design and Construction, the AASHTO Green book for Highway Design, and the NMSHTD Standard Specifications for Highway and Bridge Construction. I am very proficient in the preparation of construction documents for small utility replacement projects as well as complete bid packages for large-scale highway projects and land development projects.

I have experience in conducting property owner interviews as well as question and answer sessions during public hearings.

I am currently responsible for the estimating and oversight of public utility and public facility construction for the afore mentioned entities. I research funding opportunities, apply for grants and budget our federal, state and local funding for our roads, bridges and facilities. I perform construction inspection, construction project design and coordination, project management and construction contract administration. I meet frequently with land developers, engineers, contractors, consultants and the general public. I am directly responsible to NMDOT, City of Rio Rancho, FHWA and other small cities within the County for the compliance of engineering plans and specifications with City standards, codes and general requirements. I have been the enforcement agent for the County during construction and permitting processes. I review all contracts relating to GM Emulsion construction and professional services.

I write several Grant applications every year to secure funding for the County's roadways, bridges and community facilities.

In 2012, Sandoval County was awarded a TIGER IV Grant in the amount of \$5 million. I worked closely with FHWA, the Navajo Department of Transportation, Bureau of Indian Affairs, NMDOT District 6, our Congressional Delegation, and several Navajo Nation Chapter Houses as well as small local communities to get support for the grant application.

The original award was for 5.5 miles of roadway rehabilitation. Because of my ability to schedule, coordinate and cooperate with our funding agencies and contractors, we were able to rehabilitate 7.0 miles of roadway and finish 6 months ahead of schedule and \$268,000.00 under budget.

**I received the "2014 FHWA Award for Excellence" from the United States Department of Transportation and the New Mexico Federal Highway Administration for the successful management of the TIGER IV Grant.**

#### **Recent Project Experience:**

**For all the projects below, I was responsible for all planning, construction, scheduling, budgets, environmental requirements, and owner inspections.**

#### **Project Manager/Project Superintendent Kirtland Air Force Base MUNS Haul Road**

In a highly secure area on the Kirtland Air Force Base, we built a 3-Mile Road with drainage structures.

The complete scope of work was to perform a full depth reclamation of the existing roadway, widen the road from 14 ' wide to 24' wide, remove all existing drainage structures and replace them with new corrugated metal pipe with headwalls on the upstream and downstream sides. We used recycled base course to widen the road and change the elevations to meet current FP-14 specifications. We placed geo-grid under the 12" of base course and paved 6" of SP-IV HMA on top of the base course.

We coordinated with KAFB staff and engineers to resolve issues with solutions that kept the project under budget and within the time limits required by our contract.

**Project Manager/Project Superintendent**  
**NMDOT 599-84/285 Off Ramp**

This project was completed 6 months ahead of schedule and under budget. In order to accomplish this condensed timeline, I worked closely with NMDOT staff and engineers to re-phase the construction sequencing. This allowed us to build the new ramp while the existing ramp was in full operation.

The scope of work was to build a new off-ramp and acceleration lane along with 4,950 linear feet of concrete wall barrier. There was over 200 linear feet of storm drain pipe, drop inlets and 450 linear feet of rock lined and concrete swales. I managed three subcontractors, 3 in-house crews (Earthwork, Concrete, Asphalt) and was responsible for the project estimate, contracts, subcontracts, submittals, certificates of compliance and all other closeout documents required by NMDOT.

**Project/Construction Manager/Grant Writer**  
**Torreón Road Rehabilitation (TIGER GRANT)**

I worked closely with FHWA, Navajo Department of Transportation, NMDOT, Bureau of Indian Affairs and several other agencies to gain support and to get letters to the United States Department of Transportation to obtain funding for this project.

I wrote and submitted the Grant and upon award of the grant I managed the finances from beginning to closeout and Federal Audit. There were no findings in the audit.

The original award was for 5.5 miles of roadway rehabilitation. Because of my ability to schedule, coordinate and cooperate with our funding agencies and contractors, we were able to rehabilitate 7.0 miles of roadway and finish 6 months ahead of schedule and \$268,000.00 under budget.

I was responsible for the entire project from design to closeout.

I was responsible for the construction management and inspection as well as the funding oversight with FHWA.

**Project/Construction Manager**  
**La Plazuela (Local and State Funding)**

La Plazuela is a 72 acre, County owned, property. The property houses the SC administration complex, judicial complex, transit facilities and SC health complex.

I was responsible for the construction management of the 82,000 square foot Administration Building as well as the construction /project manager for the Rio Metro Transit facility on this site.

During the construction of these two facilities, the County also placed the utility infrastructure for the entire site for future development. The construction included electricity, sanitary sewer, water, Storm drain and communications infrastructure; roadway curb and gutter and paving.

All of these projects ran concurrently. I was responsible for these projects from beginning to end. All of the projects were on time and under budget.

**Project/Construction Manager**  
**Garcia Bridge**

Garcia Bridge was a project where the crossing under the bridge would fill up with sediment from monsoon rains and block the road. This created a travel hazard for local residents as they would get stuck in the mud every time there was a significant rainfall event. The roadway was realigned to allow for the water to follow the natural course of flow. The bridge was replaced with 3-96" culverts which were strategically placed in an area where the existing trees and natural vegetation would keep the bank of the arroyo intact so as to prevent future wash-outs.

As the PM on the project, I worked directly with the Bureau of Land Management to obtain Rights of Way as well as Environmental clearances. I designed, scoped and bid the project in accordance with New Mexico State procurement laws. I was on the job site for the duration of the project and due to compaction and soil issues was forced in to some significant field changes. The changes had a minimal cost impact to the project but had these construction errors not been noticed, the project would have failed after the first significant flow.

**Project/Construction Manager**

**El Zocalo Sena Building Improvements**

The Sena Building is located on the historic El Zocalo site. Prior to construction, there were trees growing from the old dilapidated roof, the adobe walls were deteriorating and water was eroding the walls at the top of the footings. The skylights were leaking and destroying the wood tongue and groove ceiling on the interior of the building. The windows were broken out and the wood casings were failing.

With a limited amount of legislative funding, I was able to coordinate with several contractors to get a new TPO roof to replace the tar and gravel roof, remove the skylights, repair all of the exterior walls and stucco the entire building. All 23 windows were replaced and the old wood barn door was replaced by a hand crafted barn door. There was a six foot wide apron/sidewalk installed to keep water away from the building.

My goal with the funding was to get the building 'dry' again to stop the deterioration. That goal was achieved.

We are currently seeking legislative funding to begin phase two of the project which will restore the interior of the building.

**Employment History:**

Senior Project Manager/Project Superintendent/Estimator/Contracts Administrator, GM Emulsion LLC,  
Santa Fe, New Mexico, Present

Project Manager, Sandoval County, Rio Rancho, New Mexico, 2007-2018

Construction Project Manager, Huitt-Zollars, Inc., Rio Rancho, New Mexico, 2004-2007

Senior Civil Designer, Huitt-Zollars, Inc., Rio Rancho, New Mexico, 2002-2004



Senior Civil Designer, Harding ESE, Albuquerque, New Mexico, 2001-2002

Civil Designer, The Louis Berger Group, Albuquerque, New Mexico, 1998-2001

Engineering Technician II, D. Mark Goodwin & Associates, Albuquerque, New Mexico, 1995-1998

Surveying Technician, Harris Surveying, Albuquerque, New Mexico, 1993-1995

Architectural Draftsman, Weston Whitfield & Associates, Laguna Beach, California, 1990-1993

Surveying Technician, Santiago Romero & Associates, Albuquerque, New Mexico 1987-1990

# PROPOSAL

COPY

*RFP NUMBER 2024-01*

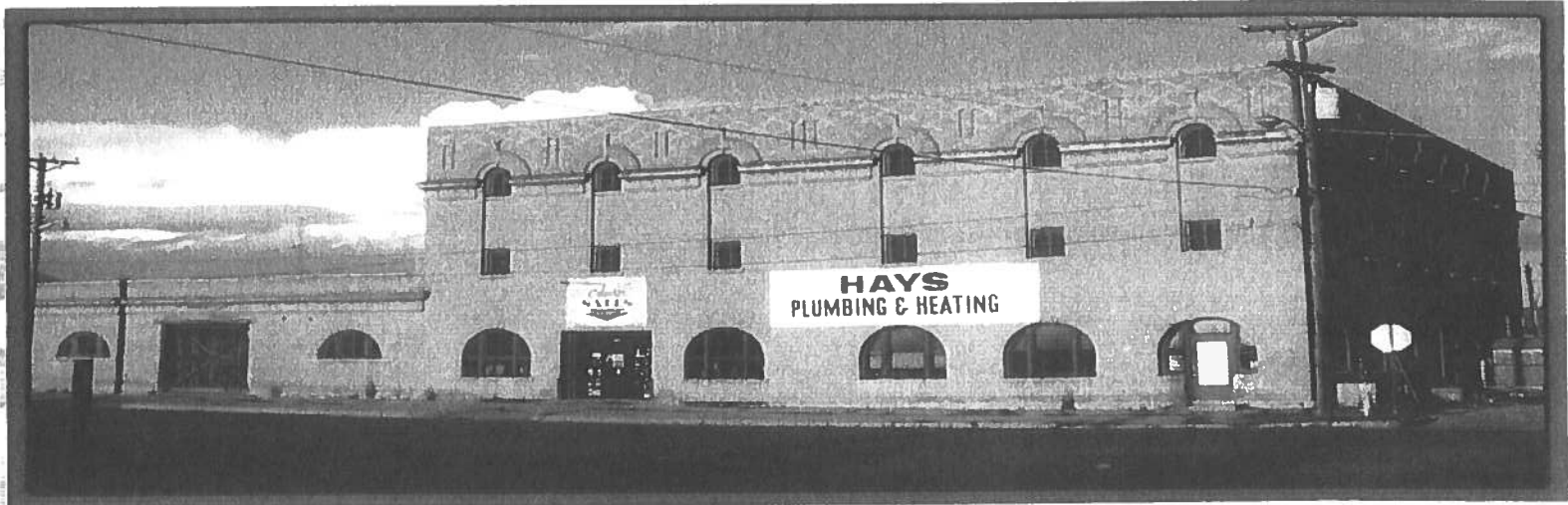
On-Call Sediment Removal Services

Submitted to:

City of Las Vegas

1700 N Grand Ave

Las Vegas, NM 87701



Submitted by:

**HAYS PLUMBING & HEATING, INC.**  
**600 RAILROAD AVENUE, LAS VEGAS, NM 87701**  
**505 425-7535**  
**Email: [hays\\_plumbing@hotmail.com](mailto:hays_plumbing@hotmail.com)**

**August 9, 2023**

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OFFEROR INFORMATION

OFFEROR: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: Randy Hays

ADDRESS: 600 Railroad Ave Las Vegas, NM 87701

TELEPHONE NUMBER ( 505 ) 425-7535

FAX NUMBER ( \_\_\_\_\_ ) \_\_\_\_\_

DELIVERY: 600 Railroad Ave Las Vegas, NM 87701

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1061474736

NEW MEXICO CONTRACTORS LICENSE NO.: 8243

SERVICE (S): **ON-CALL SEDIMENT REMOVAL SERVICES** THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }

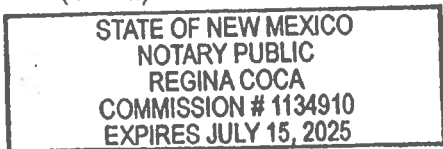
COUNTY OF San Miguel }

I, Gordon Hays 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.

Gordon Hays  
Signature

Subscribed and sworn to before me, this 9 day of August, 2023.

(SEAL)



Regina Cocha  
Notary Public Signature  
My Commission Expires: July 15, 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 Gordon Hays

08/09/2023  
Date

President  
Title (Position)

## **Personnel Experience: (resumes available upon request)**

Hays assigned Project Manager / Foreman/ Superintendent have the following minimum qualifications and experience: at least 10 years' experience in the construction history of 15+ years. Have experience in many construction types as identified in project listing. Experience as a Project Manager/ Foreman/ Superintendent on one or more construction projects Valued at \$1.7 million or more.

### **Employees (include but not limited to):**

#### **Jason Ole Dale**

##### **Licenses and Certificates:**

Plumbing License #8243, Classifications MM98, GB98, GF-9  
Journeyman Plumber License #JPG 5867  
SMAW-AWS Pipe & Plate Welding

##### **Work Experience:**

Vice-President/Owner of Hays Plumbing & Heating, Inc. (Las Vegas, NM)  
Project Estimator & Supervisor  
Journeyman Plumber & Gas Fitter

#### **Randy J. Hays**

##### **Licenses and Certificates**

Journeyman Plumber – 1993 License #06836  
Journeyman Gas Fitter – 1993 License #06836  
Mechanical Contractors License – w/Hays – 1998 License #8243 MM98; LP 04; GF 98  
General Contractors License – w/Hays GB98  
Trench Shoring Certified – 2000  
Certified Welder #9764- 1993  
Well Drillers License #WD 585  
Commercial Driver's License  
Geothermal Certified

##### **Work Experience**

Project Estimator & Supervisor  
Supervisor/Foreman – Several Plumbing Projects  
Well Drilling Supervisor  
Equipment Operator Excavator Backhoe    Dozer    Drilling Rig    Trencher

## **Joe A. Aragon, III**

### Licenses and Certificates

Journeyman Plumber – 1994 License #09974  
SMAW Welding & Inspection Specialist – 2009  
Trench Shoring Certified – 2023

### **Work Experience**

Plumber Foreman

## **Brian M. Coca**

### Licenses and Certificates

Trench Shoring Certified – 2023  
Commercial Driver's License

### **Work Experience**

Supervisor/Foreman – Several Utilities Projects  
Proficient in operating small, medium, and heavy-duty equipment  
Experienced mechanic with diesel or gas engines  
Experienced welder (Arc and Mig welders)  
Skilled in transporting equipment  
Experience with installation and maintenance of culverts  
Experience with cement work, carpentry, and plumbing  
Equipment Operator which include Bobcat, Grader, Loader, Backhoe, Excavator, Aerial lift,  
Forklift, Dump Truck, Bulldozer, Tractor



STATE OF NEW MEXICO  
CONSTRUCTION INDUSTRIES DIVISION

HAYS PLUMBING & HEATING INC

LICENSE NUMBER

8243

Qualifying Party(S)

HAYS RANDY  
HAYS RANDY  
DALE JASON OLE  
HAYS HOWARD L.

EXPIRES

08/31/2024

CLASSIFICATION(S)

ES01, ES03, ES04, ES05  
ES06 GA01, GB98, GF02  
GF03, GF04, GF05, GF09  
GF98 MM98



*Alan D. ...*  
DIRECTOR

This card is the property of the CEI and shall be surrendered upon demand.

STATE OF NEW MEXICO  
REGULATION AND LICENSING DEPARTMENT

CLASSIFICATION

LF

LICENSE NUMBER

15877

HAYS PLUMBING & HEATING INC

600 RAILROAD

LAS VEGAS, NM 87701

DIRECTOR

EXPIRES

06/30/2024

CLASSIFICATION(S)

04, 05, 04, 05



This card is now and shall remain property of Construction Industries Division and shall be surrendered at any time upon demand.

CITY OF LAS VEGAS, NEW MEXICO  
**BUSINESS LICENSE/REGISTRATION**

BUSINESS: HAYS PLUMBING & HEATING, INC.  
LICENSE # 0917

ADDRESS: LAS VEGAS, NEW MEXICO 87701

2021 2022

2017 2018 2019

2020

APPROVED  
COMMUNITY DEVELOPMENT

BUSINESS OWNER

2023

*Tonita Gurulé-Girón*  
Tonita Gurulé-Girón  
MAYOR

LAS VEGAS  
NEW MEXICO  
Old Trails, New Adventures

STATE OF NEW MEXICO  
TAXATION AND REVENUE DEPARTMENT

**RESIDENT CONTRACTOR CERTIFICATE**

NAME: HAYS PLUMBING & HEATING INC  
DBA: HAYS PLUMBING & HEATING INC  
600 RAILROAD AVE  
LAS VEGAS, NM 87701-4531

ISSUE: 24-Feb-2024

1.31061474736

*[Signature]*  
Suzanne ...  
Clerk

THIS CERTIFICATE IS NOT TRANSFERABLE

**Certificate of Contractor Registration**

*The State of New Mexico*  
Department of  
**WORKFORCE SOLUTIONS**

This is to certify that  
**Hays Plumbing & Heating, Inc.**

600 RAILROAD AVE  
LAS VEGAS, NM, 87701-4531

has registered with the Department of Workforce Solutions  
Registration Date: 1/3/2023 Registration Number: 002369720111209

This certificate does not show the current status of the company.  
To see the current status for this company please go to the Public Works  
and Apprenticeship Application (PWAA) at  
<https://www.dws.state.nm.us/pwaa>

**Current Projects**

<b>Year</b>	<b>Owner's Name(s), Address &amp; Phone No.</b>	<b>Design Engineer's Name, Address &amp; Phone No.</b>	<b>Contract Amount</b>	<b>Percentage Completed</b>	<b>Project Title &amp; Brief Description of Work Performed</b>
2023	Name: State of New Mexico Address: Telephone:	Name: Company: Telephone:	\$ 429,507.00	5%	Coyote Creek State Park
2023	Name: San Miguel County Address: Telephone:	Name: Company: Telephone:	\$ 431,436.00	0%	SMC NE Regional Crisis & Treatment Center
2023	Name: Tucumcari Public Schools Address: 700 W Amaraosa Ave Tucumcari, NM 88401 Telephone:	Name: Company: Telephone:	\$ 106,770.00	5%	Tucumcari Baseball Field
2022	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Wayland Oliver Company: Stantec Consulting Services Telephone: 575-461-0181	\$ 1,266,760.47	80%	Hot Springs Boulevard Water and Sewer Utility Improvements
2022	Name: Tucumcari Public Schools Address: 700 W Amaraosa Ave Tucumcari, NM 88401 Telephone:	Name: Company: Telephone:	\$ 1,086,444.00	5%	Tucumcari ES HVAC Replacement
2021	Name: Jaynes Corp Address: 2906 Broadway NE Albuquerque, NM 87107 Telephone:	Name: Company: Hartman+Majewski Design Group Telephone:	\$ 1,176,308.00	50%	NM State Police - District 1 Headquarters
2020	Name: NM Department of Transportation D5 Address: PO Box 4127 Santa Fe, NM 87502 Telephone:	Name: Company: Souder Miller & Assoc Telephone: 505-299-0942	\$ 448,770.00	50%	Taos County CN 5100750 Utility Work

**Previous Experience with Similar Projects**

<b>Year</b>	<b>Owner's Name(s), Address &amp; Phone No.</b>	<b>Design Engineer's Name, Address &amp; Phone No.</b>	<b>Contract Amount</b>	<b>Project Title &amp; Scope of Work</b>	<b>Institution Satisfactory with Project</b>
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$313,741.00	NMDOT Lift Station Improvements Utility Work	Very happy with the work that was performed by our company
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Ramses Ortega Company: Stantec Consulting Services Telephone: 575-538-5395	\$314,300.00	Dee Bibb Lift Station Improvements Utility Work	Very satisfied with the work that was performed by our company
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Wayland Oliver Company: Stantec Consulting Services Telephone: 575-538-5395	\$1,791,000.00	National Avenue/Bridge Street Improvements Utility Work	Very pleased with the work that was performed by our company
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Keaton Chancellor Company: Souder, Miller & Associates Telephone: 505-299-0942	\$319,394.00	Detention Center Lift Station Rehabilitation Utility Work	Very happy with the work that was performed by our company
2020	Name: Las Vegas City Schools Address: 901 Douglas Ave Las Vegas, NM 87701 Telephone: 505-454-5700	Name: Wayne Yevoli Company: Testudo Engineering Telephone: 505-554-1282	\$2,464,915.00	LVCS Los Ninos Phase 2 Plumbing and Utilities	Very pleased with the work that was performed by our company
2020	Name: West Las Vegas Schools Address: 179 Bridge St Las Vegas NM 87701 Telephone: 505-426-2300	Name: Verlyn Miller Company: Miller Engineering Telephone:	\$219,444.30	West Las Vegas Baseball Field Complex Drainage Project Excavation	Very delighted with the work that was performed by our company
2020	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$507,429.45	Mountain View, Keen Street and West National Avenue Roadway Phase 1 Improvements Road Work	Very happy with the work that was performed by our company

**Previous Experience with Similar Projects**

<b>Year</b>	<b>Owner's Name(s), Address &amp; Phone No.</b>	<b>Design Engineer's Name, Address &amp; Phone No.</b>	<b>Contract Amount</b>	<b>Project Title &amp; Scope of Work</b>	<b>Institution Satisfactory with Project</b>
2020	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Raymond Smith Company: Souder, Miller & Associates Telephone: 505-299-0942	\$76,500.00	Solid Waste Facility Fire Suppression Project Fire Suppression System	Very pleased with the work that was performed by our company
2020	Name: Miami DWUA Address: 2153 A State Hwy Miami, NM 87729 Telephone:	Name: Stephen Jerge Company: NCS Engineers Telephone: 505-896-7761	\$144,901.00	Miami DWUA Disinfectant Bi Products - Utility Work	Very delighted with the work that was performed by our company
2020	Name: Village of Maxwell Address: PO Box 356 Maxwell, NM 87728 Telephone:	Name: Stephen Williams Company: Dennis Engineering Company Telephone: 505-281-2880	\$62,185.53	Village of Maxwell Well Equipment- Utility Work	Very pleased with the work that was performed by our company
2019	Name: Jaynes Corp Address: 2906 Broadway NE Albuquerque, NM 87107 Telephone:	Name: Ray Vigil Company: Vigil & Associates Architectural Group Telephone: 505-890-5030	\$ 3,206,385.00	New Meadows Long Term Care Facility Phase 3- Utility & Plumbing Work	Very delighted with the work that was performed by our company
2019	Name: Pendaries Village MDWCA Address: PO Box 863 Rociada, NM 87742 Telephone:	Name: Doug Sayre Company: Sayre Engineering Telephone: 505-982-3544	\$748,894.10	Two Supplemental Water Wells in Pendaries, NM- Well and Utility Work	Very satisfied with the work that was performed by our company
2019	Name: City Of Rio Rancho Address: 3200 Civic Center Circle, NM Rio Rancho, NM 87144 Telephone: 505-896-8769	Name: Nathan Roberts Company: Bohannon Huston, Inc. Telephone: 505-823-1000	\$145,762.00	Southern Boulevard Pressure Reducing Valve- Pipeline Work	Very thankful with the work that was performed by our company



Hays Plumbing & Heating, Inc.  
600 Railroad Avenue  
Las Vegas, NM 87701  
Phone (505) 425-7535  
hays\_plumbing@hotmail.com



## Quality Assurance Program

Hays Plumbing has provided its clients with over 59 years of quality products and services. Hays Plumbing's commitment to quality begins with the company officers and extends to every member of Hays Plumbing's staff. Hays Plumbing's staff's common goal is to provide a quality service every time. Hays Plumbing's staff works diligently to build confidence and long-lasting relationships with its clients, suppliers, and subcontractors. Hays Plumbing's staff works to fulfill the needs of its clients and ensure adherence to accepted standards, codes, and practices applicable to the work performed.

### Quality and Safety

Hays Plumbing takes quality and safety seriously. Hays Plumbing has a Quality Control Plan to ensure that all work it does will be performed in accordance with the requirements established for the task or project. The plan ensures that there is a process in place to comply with the established requirements for each task or project. Hays Plumbing staff is committed to reporting any deficiencies discovered as a result of the client's, designated representative, or Hays staff's checks or tests of the work performed. The deficiencies will be brought to the attention of the appropriate individual and steps will be taken to correct the deficiencies.

Hays Plumbing management and staff work diligently to promote a culture of safety. Hays Plumbing's safety program exceeds the minimum requirements for both state and federal OSHA programs. Hays Plumbing's employees undergo regular training and re-certification. Hays Plumbing has trained employees that monitor each phase of the installation, so every step is observed for quality and accuracy.

Hays Plumbing is committed to:

- Full and open communication with our clients and/or their designated representatives
- Adherence to the tasks or projects agreed upon
- Adherence to generally accepted standards, codes and practices
- Professionally executed services and projects
- Professional and ethical conduct

Hays Plumbing utilizes a quality assurance program which includes:

- Utilizing a recognized apprenticeship programs for plumbing
- Reviewing code and specifications
- Inspecting & testing materials to ensure conformance with the project requirements
- Ensuring that all personnel performing the work are properly qualified and certified as per the project specifications
- Installing materials and equipment using best practices
- Conducting testing procedures,
- Tracking project schedules
- Inspecting and testing installed equipment

Hays Plumbing's staff are assigned to each task or project takes ownership of the projects assigned from inception to completion of the task or project.

# AFFIDAVIT OF NON-VIOLATION OF LABOR COSTS

Name of Firm: HAYS PLUMBING & HEATING, INC.

Address: 600 RAILROAD AVENUE – LAS VEGAS, NM 87701 505 425-7535

PROJECT: On-Call Sediment Removal Services Opening number 2024-01

OWNER: City of Las Vegas  
1700 N Grand Ave  
Las Vegas, NM 87701

The undersigned officer of HAYS PLUMBING & HEATING, INC., hereby states that HAYS PLUMBING & HEATING, INC. has, during the past five (5) years, been free of any determinations by a court or an administrative agency, of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects.

GORDON HAYS, PRESIDENT  
Name and Title

Gordon Hays  
Signature

NOTARY

STATE OF New Mexico  
COUNTY OF San Miguel

STATE OF NEW MEXICO  
NOTARY PUBLIC  
REGINA COCA  
COMMISSION # 1134910  
EXPIRES JULY 15, 2025

Signed or attested before me, this 9 day of August, 2023.

MY COMMISSION EXPIRES:

July 15, 2025

Regina Coca  
Notary Signature



Hays Plumbing & Heating, Inc.  
600 Railroad Avenue  
Las Vegas, NM 87701  
Phone (505) 425-7535  
hays\_plumbing@hotmail.com



### Affirmative Action Statement

Hay's Plumbing is an equal opportunity/affirmative action employer and does not discriminate on the basis of race, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, sexual orientation or gender identity or any other status protected by law.

This policy applies to all employees and applicants for employment, and to all personnel decisions and related practices within the Company, including, but not limited to, recruitment, selection, promotion, compensation, benefits, training, transfers, layoffs, and return from layoff. Hay's Plumbing makes and will continue to make reasonable accommodations to promote the employment of qualified individuals with disabilities and disabled veterans unless such accommodations would impose an undue hardship on the Company's business.

Hay's Plumbing has assigned an Affirmative Action Officer to manage Hay's Plumbing equal employment and affirmative action compliance program. All managers and supervisors will take an active part in the Company's affirmative action program to ensure that all employees and applicants for employment are considered and treated in a nondiscriminatory manner with respect to all employment decisions. Furthermore, Hay's Plumbing will solicit the cooperation and support of all employees for the Company's nondiscrimination policy. The Affirmative Action Officer has been assigned responsibility for periodically reviewing progress in the compliance and implementation of the Company's equal employment/affirmative action program.

The Company does not tolerate harassment, intimidation, threats, coercion or discrimination against any employee or job applicant.

Gordon Hays

President



**DOWNEY & COMPANY**  
CONTRACT BONDS AND INSURANCE

March 16<sup>th</sup>, 2023

RE: Hays Plumbing & Heating, Inc.

To Whom It May Concern,

Our office has provided bonds for Hays Plumbing & Heating, Inc. in excess of fifteen years. They enjoy an excellent reputation for quality workmanship and timely completion on their projects.

At the request of Hays Plumbing & Heating, Inc. we have established a bond line in the amount of \$5,000,000.00 single project with an aggregate limit of \$8,000,000. The execution of bonds would be based on favorable review of contract documents and underwriting requirements stipulated by the surety at the time the bonds are requested.

They have approximately 74% of their bonding capacity available at this time.

Should you require any further information regarding Hays Plumbing & Heating, Inc., please do not hesitate to contact our office.

Sincerely,

Roger N. Downey

Subscribed and sworn to before me, a Notary Public in and for the State of New Mexico, County of Bernalillo, this 16th day of March, 2023.

  
Notary Public

~~STATE OF NEW MEXICO~~  
NOTARY PUBLIC  
Maria Y. Ankeny  
Commission No. 1098199  
June 18, 2023



Hays Plumbing & Heating, Inc.  
 600 Railroad Avenue  
 Las Vegas, NM 87701  
 Phone (505) 425-7535



**PROFILE**

**DATE: January 2023**

**Plumbing & Heating Contractors, and Well Drilling Co.**

**New Mexico CID License #8243- Class. EL01, ES03, ES04, ES05, ES06, GA01, GB98, GF02, GF03, GF04, GF05, GF09, GF02, GF98, MM98 --- LP #15877**

**Well Drilling License #WD-585 & WD-1720**

**NM DOL #002369720111209**

**NM Resident Contractors 07C48**

**NM Resident Contractor Certificate L1061474736**

**City of Las Vegas Business License #0917**

**NM Inc #0504837**

Date of Incorporation = 1/1/64; 59 years in business. DUNS/SAM# 064910391  
 State of Incorporation is New Mexico # 0504837 ----- CAGE # 6ZLM0

**Federal ID# 85-0168958**

**NM State # 01-705574-001**

**SURETY: Downey & Company, Albuquerque, NM @ 800-635-9802**

**BANK: Community First Bank, Las Vegas, NM @ 505-425-7584 Mike Fields  
 New Mexico Bank and Trust, Albuquerque, NM @ 505-830-8102**

**MAJOR MATERIAL SUPPLIERS:**

Dahl, Inc. (Plumbing) – Santa Fe, NM 800 274-2704

2M Co, Inc. (Well Pumps/Equipment) – Albuquerque, NM 800 344-8238

Ferguson (Utilities Materials) -Albuquerque, NM 505-345-0171

**ARCHITECTS:**

**Molzin Corbin 505-242-5700**

Albuquerque, New Mexico

**Wilson & Company Engineers 505-348-4000**

Albuquerque, New Mexico

**GENERAL CONTRACTORS:**

Franken Construction Co. 505-425-7578

Las Vegas, New Mexico



Hays Plumbing & Heating, Inc.  
600 Railroad Avenue  
Las Vegas, NM 87701  
Phone (505) 425-7535  
hays\_plumbing@hotmail.com



## ***Sample Warranty Letter***

Date: August 2023

Project: On-Call Sediment Removal Services Opening number 2024-01

Owner: City of Las Vegas  
1700 N Grand Ave  
Las Vegas, NM 87701

In compliance with the project specifications, HAYS submits its guarantee of equipment, materials and workmanship furnished by HAYS PLUMBING & HEATING., are free from defect in workmanship and material for a period of ONE (1) YEAR beginning **DATE OF SUBSTANTIAL COMPLETEION** or **DATE OF EQUIPMENT START-UP RUNNING**.

Equipment and materials furnished by OTHERS, but installed by HAYS PLUMBING & HEATING, INC., are not covered by this warranty, except for the installation work performed by HAYS PLUBMING & HEATING, INC., and/or HAYS' Sub-Contractors.

Ordinary wear is not covered by this warranty. The Owner's abuse, neglect or failure to perform recommended maintenance procedures will void this warranty.

Should any problems occur during the specified warranty period, due to faulty equipment materials or workmanship, HAYS PLUMBING & HEATING, INC. will correct the problem(s), without charge to the satisfaction of the Owner.

---

Gordon Hays, President

# STATEMENT OF QUALIFICATIONS

1) **Firm Name:** HAYS PLUMBING & HEATING, INC.

Type of Firm: Corporation Year Firm was established: 1964

2) **LICENSING (See Section D):** New Mexico Contractor's License, which is current and in Good standing with the State of New Mexico Construction Division (CID).

3) **EXPERIENCE:**

- a. List of experience of projects completed and current: **See Section E**
- b. The average annual amount of construction/plumbing work performed in the past five years.  
\$ 7,000,000.00

4) **CAPACITY AND CAPABILITY TO PERFORM THE WORK:**

- a. Resources: Total number of current employees:

Project Managers	<u>3</u>
Estimators	<u>2</u>
Foremen	<u>6</u>
Tradesman	<u>15</u>
Administration	<u>8</u>
Other	<u>4</u>

5) **SAFETY**

- a. Hays Plumbing & Heating, Inc. has a written safety program compliant with current State Regulations.
- b. Hays Plumbing & Heating, Inc. is free of committing serious or willful violations of federal or state Safety laws as determined by a final non-appealable decision of a court or government agency.

6) **INSURANCE and CLAIMS HISTORY (See Section H)**

- a. Hays Plumbing & Heating, Inc. is free of any judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was a party.
- b. Hays Plumbing & Heating, Inc. during the past five (5) years been free of a determination by a court of competent jurisdiction that is filed a false claim with any federal, state or local government entity.
- c. Hays Plumbing & Heating, Inc. the ability to provide the required insurance in the limit stated in any project documents (General Liability and Comprehensive Auto) at \$1 Million per occurrence and \$1 Million in the aggregate.

7) **FINANCIAL STABILITY**

a. For purposes of determining if our company capacity and ability to perform financially, Hays Plumbing can provide upon request their most current financial statement, preferably audited, including your company's latest balance sheet and income statement.

8) **QUALITY ASSURANCE (See Section H)**

a. Hays Plumbing & Heating, Inc. does have a Quality Assurance/Quality Control (QA/QC) Manager? Name: Jason Dale Years with Firm: 59 years  
Job Title: Vice-President/Project Administrator Years in position: 40+

9) **OTHER INFORMATION**

Certify and/or documentation that the firm possesses the necessary equipment, Financial resources, technical resources, management, professional and craft Personnel resources and other required capabilities to successfully perform the Contract, or will achieve same through its pre-listed subcontractors.

THE UNDERSIGNED CERTIFIES THAT ALL OF THE QUALIFICATION INFORMATION SUBMITTED WITH THIS FORM IS TRUE AND CORRECT.

Gordon Hays, President  
Name and Title

HAYS PLUMBING & HEATING, INC.  
Firm Name

Gordon Hays  
Signature

600 Railroad Avenue Las Vegas, NM 87701  
Address of Firm

Email Address: hays\_plumbing@hotmail.com

Phone Number: 505-425-7535

**REQUEST FOR PROPOSALS**

The City of Las Vegas, New Mexico will open Sealed Proposals at 2: 00 pm, Aug 9, 2023, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

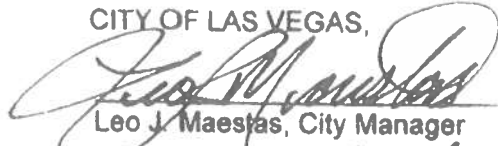
**ON-CALL SEDIMENT REMOVAL SERVICES**

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 SEDIMENT REMOVAL SERVICES** Opening No. 2024-01; 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,

  
Leo J. Maestas, City Manager

  
New Mexico Local Government Law

  
Casandra Fresquez, City Clerk

  
Tasha Martinez, Finance Director

  
Helen Vigil, Purchasing Officer

Opening No. 2024-01

Date Issued: July 10, 2023

Published: Las Vegas Optic July 14, 2023  
Albuquerque Journal July 14, 2023  
www.lasvegasnm.gov July 14, 2023

OFFEROR INFORMATION

OFFEROR magnum welding & Construction

AUTHORIZED AGENT Jake Jimenez

ADDRESS: 95 CR A-1 Sapello, NM 87745

TELEPHONE NUMBER (575) 403-5580

FAX NUMBER ( ) N/A

DELIVERY 95 CR A-1 - Sapello, NM 87745

STATE PURCHASING RESIDENT CERTIFICATION NO: N/A

NEW MEXICO CONTRACTORS LICENSE NO 394169

SERVICE (S) **ON-CALL SEDIMENT REMOVAL 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

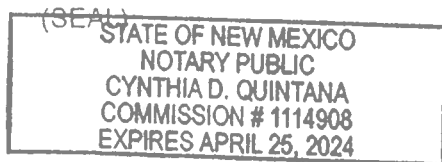
STATE OF New Mexico

COUNTY OF San Miguel

I, JAKE Jimenez 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]  
Signature

Subscribed and sworn to before me, this 9th day of August, 2023



[Signature]  
Notary Public Signature  
My Commission Expires 4.25.24

**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 Aug 9, 2023, 3:00 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 **TBD, 2023**. 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 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 46-1815294

SOCIAL SECURITY 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.

\* "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

## 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 or 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

"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) \_\_\_\_\_

N/A

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

8/9/23  
Date

President/owner  
Title (Position)

## **REQUEST FOR PROPOSALS FOR ON-CALL SEDIMENT REMOVAL SERVICES**

The City of Las Vegas, New Mexico is requesting proposals for on call sediment removal services defined in the scope of work.

### **1. SCOPE OF WORK**

The Offeror shall perform and provide On Call Sediment Removal Services for the City of Las Vegas 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 services:**

1. The primary responsibility of the Contractor will be to remove an identified accumulation of sediment in different sections of Gallinas river channel or any reservoirs as specified by the City of Las Vegas.
2. The Contractor will be responsible for excavating/removing, transporting, off-loading, and delivery of spoils to their disposal site.
3. Contractor will be responsible for meeting all regulatory or permitting requirements.
4. Mobilize all necessary equipment, personnel, tools, labor, and material necessary for performance of the work to the site. Provide all temporary facilities and controls necessary for personnel and equipment to execute the work in a safe, lawful, and efficient manner and necessary to protect existing facilities, utilities, and designated resources.
5. The Contractor shall provide water control provisions which account for the potential for variable conditions in the diversion area, including the potential for rapid increase in flows. It is the Contractor's sole responsibility for the control of water in and around the work area.

### **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: 1 original (1) & Five (5) 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 **"PROPOSAL FOR ON-CALL SEDIMENT REMOVAL SERVICES"** 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 of the City of Las Vegas** - Offeror’s familiarity with the area the project is 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 six (6) 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 1/2" 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 Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent'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 OF 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

- 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

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

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 who 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 statutes 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 statutes 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, 505.426.3262



EVALUATION SHEET

**Offerors:**

Proposal must address each of the following criteria.

<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	25	
2. Capacity and Capability	25	
3. Past Record and Performance	20	
4. Familiarity with City	15	
5. Current Volume of Work with the City that is less than 75% complete	10	
6. Residential or Military Preference	5	
<b>Subtotal Proposals for Scope of Services</b>	<b><u>100</u></b>	

**Magnum Welding & Construction**

P.O. BOX 3330  
LAS VEGAS, NM 87701  
575-403-5580



RECEIVED  
AUG 19 2023  
CITY OF LAS VEGAS  
PURCHASING DEPT.

Estimate

**ADDRESS**

City of Las Vegas -  
1700 N Grand Ave  
Las Vegas, New Mexico  
87701

**ESTIMATE # 1739**  
**DATE 08/08/2023**

Date	Description	Quantity	Unit Price	Total Price
08/08/2023	ON-CALL SEDIMENT REMOVAL			
08/08/2023	LONG REACH EXCAVATOR - OPERATOR / HOUR	1	375.00	375.00
08/08/2023	EC 300 EXCAVATOR - 67,000LB - OPERATOR / HOUR	1	275.00	275.00
08/08/2023	L-150 LOADER 50,000LB - OPERATOR / HOUR	1	225.00	225.00
08/08/2023	LEIBHERR 736 DOZER 42,000LB- OPERATOR / HOUR	1	225.00	225.00
08/08/2023	TRACTOR/ENDDUMP - DRIVER / HOUR	1	130.00	130.00
08/08/2023	TRACTOR/ENDDUMP - DRIVER / HOUR	1	130.00	130.00
08/08/2023	DISPOSAL FEES / TON	1	50.00	50.00
08/08/2023	MOBILIZATION / DEMOBILIZATION	1	5,500.00	5,500.00

DIVERSION SEDIMENT REMOVAL

**TOTAL**

**\$6,910.00**

Accepted By

Accepted Date

**REQUEST FOR PROPOSALS**

The City of Las Vegas, New Mexico will open Sealed Proposals at 2: 00 pm, Aug 9, 2023, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

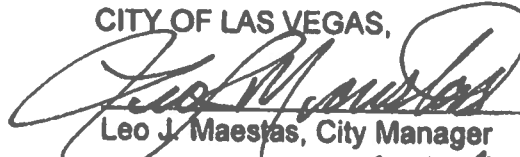
**ON-CALL SEDIMENT REMOVAL SERVICES**

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

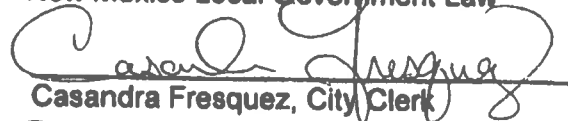
Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **ON-CALL SEDIMENT REMOVAL SERVICES** Opening No. 2024-01; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that 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,

  
Leo J. Maestas, City Manager

  
New Mexico Local Government Law

  
Casandra Fresquez, City Clerk

  
Tasha Martinez, Finance Director

  
Helen Vigil, Purchasing Officer

Opening No. 2024-01

Date Issued: July 10, 2023

Published: Las Vegas Optic July 14, 2023  
Albuquerque Journal July 14, 2023  
www.lasvegasnm.gov July 14, 2023

**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: Aug 9, 2023; 2:00 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 TBD, 2023. 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.

OFFEROR INFORMATION

OFFEROR: Boy Blue Construction, LLC

AUTHORIZED AGENT: Jason Sanchez

ADDRESS: P.O. Box 6723

TELEPHONE NUMBER (505) 362-8673 Albuquerque NM 87197

FAX NUMBER ( ) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: 383177 61398

SERVICE (S): **ON-CALL SEDIMENT REMOVAL 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, Jason Sanchez 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 9th day of August, 2023.

(SEAL)  
STATE OF NEW MEXICO  
NOTARY PUBLIC  
Serena Aragon  
Commission No. 1138525  
August 10, 2026

Serena Aragon  
Notary Public Signature  
My Commission Expires: 8/10/26

**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 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: 47-1162-6345

SOCIAL SECURITY NUMBER: 525-44-4491

**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 or 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: NONE  
(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

8-9-23  
Date

owner  
Title (Position)

## **REQUEST FOR PROPOSALS FOR ON-CALL SEDIMENT REMOVAL SERVICES**

The City of Las Vegas, New Mexico is requesting proposals for on call sediment removal services defined in the scope of work.

### **1. SCOPE OF WORK**

The Offeror shall perform and provide On Call Sediment Removal Services for the City of Las Vegas 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 services:**

1. The primary responsibility of the Contractor will be to remove an identified accumulation of sediment in different sections of Gallinas river channel or any reservoirs as specified by the City of Las Vegas.
2. The Contractor will be responsible for excavating/removing, transporting, off-loading, and delivery of spoils to their disposal site.
3. Contractor will be responsible for meeting all regulatory or permitting requirements.
4. Mobilize all necessary equipment, personnel, tools, labor, and material necessary for performance of the work to the site. Provide all temporary facilities and controls necessary for personnel and equipment to execute the work in a safe, lawful, and efficient manner and necessary to protect existing facilities, utilities, and designated resources.
5. The Contractor shall provide water control provisions which account for the potential for variable conditions in the diversion area, including the potential for rapid increase in flows. It is the Contractor's sole responsibility for the control of water in and around the work area.

### **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: 1 original (1) & Five (5) 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 **"PROPOSAL FOR ON-CALL SEDIMENT REMOVAL SERVICES"** 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 of the City of Las Vegas** - Offeror’s familiarity with the area the project is 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 six (6) 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 Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent'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 OF 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 who 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 statutes 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, 505.426.3262

## EVALUATION SHEET

### Offerors:

Proposal must address each of the following criteria.

<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	25	
2. Capacity and Capability	25	
3. Past Record and Performance	20	
4. Familiarity with City	15	
5. Current Volume of Work with the City that is less than 75% complete	10	
6. Residential or Military Preference	5	
<b>Subtotal Proposals for Scope of Services</b>	<b><u>100</u></b>	



# CONTRACTORS BONDING SERVICE

**Invoice: 4-18114**

BH

4927 Prospect Ave NE, Albuquerque, NM 87110  
 Local: 505-883-3885 Toll Free: 800-942-3212 Fax: 505-883-4226  
 www.contractorsbondingnm.com

Wednesday, August 9, 2023

Jason Sanchez  
 BOY BLUE CONSTRUCTION, LLC  
 PO Box 6723  
 ALBUQUERQUE, NM 87197

Thank You for choosing Contractor's Bonding Service. Enclosed is one bond for your file and one for PSI.

Thank you for choosing Contractors Bonding Service, Inc. If you have any questions please call.

<b>Bond #</b>	<b>Premium</b>	<b>Effective Date</b>	<b>Renewal Date</b>
W150203463	(\$10,000) Ten Thousand and 00/100	8/26/2014	08/31/2026

3 year code compliance bond

3 year code compliance bond  
 to coincide with license

CONTRACTORS BONDING SE  
 4927 PROSPECT AVE NE  
 ALBUQUERQUE, NM 87110

08 09 2023 08:44:15

CREDIT CARD  
 VISA SALE

Card #: XXXXXXXXXXXX6644  
 Network: VISA  
 SEQ #: 3  
 Batch #: 223  
 INVOICE: 3  
 Approval Code: 909044  
 Entry Method: Manual  
 Mode: Online  
 Tax Amount: \$0.00  
 Avs Code: NYZ  
 Card Code: M

**Amount**

\$250.00

\$250.00

\$250.00

\$1.00

Total ~~\$989.00~~ **\$989.00**

Paid: ~~\$989.00~~ **\$989.00**

**Balance Due: \$0.00**

SALE AMOUNT \$251.00

Please make payment pa

CUSTOMER COPY

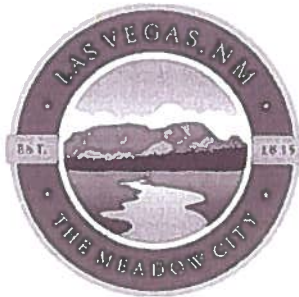
Bonding Service



**SCORING MATRIX**  
**RFP 2024-01 On-Call Sediment Removal Services**

	<b>Boy Blue Construction</b>	<b>GM Emulsion</b>	<b>Hays Plumbing &amp; Heating</b>	<b>North Eastern Construction</b>	<b>Magnum Welding &amp; Construction</b>
<b>1. Specialized Services as defined in the Scope of Work</b> 25 points	Evaluator #1---0 Evaluator #2---0 Evaluator #3---0 Evaluator #4---0 Evaluator #5---0	Evaluator #1---15 Evaluator #2---15 Evaluator #3---15 Evaluator #4---15 Evaluator #5---15	Evaluator #1---22 Evaluator #2---23 Evaluator #3---22 Evaluator #4---22 Evaluator #5---20	Evaluator #1---23 Evaluator #2---25 Evaluator #3---24 Evaluator #4---23 Evaluator #5---24	Evaluator #1---21 Evaluator #2---20 Evaluator #3---18 Evaluator #4---20 Evaluator #5---22
<b>2. Capacity and Capability</b> 25 points	Evaluator #1---0 Evaluator #2---0 Evaluator #3---0 Evaluator #4---0 Evaluator #5---0	Evaluator #1---20 Evaluator #2---22 Evaluator #3---22 Evaluator #4---20 Evaluator #5---23	Evaluator #1---15 Evaluator #2---16 Evaluator #3---15 Evaluator #4---15 Evaluator #5---15	Evaluator #1---24 Evaluator #2---22 Evaluator #3---23 Evaluator #4---23 Evaluator #5---23	Evaluator #1---22 Evaluator #2---20 Evaluator #3---20 Evaluator #4---20 Evaluator #5---20
<b>3. Past Record and Performance</b> 20 Points	Evaluator #1---0 Evaluator #2---0 Evaluator #3---0 Evaluator #4---0 Evaluator #5---0	Evaluator #1---15 Evaluator #2---17 Evaluator #3---15 Evaluator #4---15 Evaluator #5---15	Evaluator #1---12 Evaluator #2---16 Evaluator #3---15 Evaluator #4---10 Evaluator #5---12	Evaluator #1---16 Evaluator #2---16 Evaluator #3---17 Evaluator #4---16 Evaluator #5---15	Evaluator #1---10 Evaluator #2---13 Evaluator #3---10 Evaluator #4---13 Evaluator #5---12
<b>4. Familiarity with City of Las Vegas</b> 15 Points	Evaluator #1---0 Evaluator #2---0 Evaluator #3---0 Evaluator #4---0 Evaluator #5---0	Evaluator #1---12 Evaluator #2---14 Evaluator #3---10 Evaluator #4---12 Evaluator #5---13	Evaluator #1---15 Evaluator #2---15 Evaluator #3---15 Evaluator #4---15 Evaluator #5---15	Evaluator #1---15 Evaluator #2---15 Evaluator #3---14 Evaluator #4---15 Evaluator #5---13	Evaluator #1---12 Evaluator #2---12 Evaluator #3---10 Evaluator #4---12 Evaluator #5---10
<b>5. Current Volume of Work with the City of Las Vegas is less than 75%</b> 10 Points	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10	Evaluator #1---5 Evaluator #2---5 Evaluator #3---5 Evaluator #4---5 Evaluator #5---5	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10	Evaluator #1---10 Evaluator #2---10 Evaluator #3---10 Evaluator #4---10 Evaluator #5---10
<b>6. Resident/Veterans Preference</b> 5 Points	Evaluator #1---5 Evaluator #2---5 Evaluator #3---5 Evaluator #4---5 Evaluator #5---5	Evaluator #1---5 Evaluator #2---5 Evaluator #3---5 Evaluator #4---5 Evaluator #5---5	Evaluator #1---5 Evaluator #2---5 Evaluator #3---5 Evaluator #4---5 Evaluator #5---5	Evaluator #1---5 Evaluator #2---5 Evaluator #3---5 Evaluator #4---5 Evaluator #5---5	Evaluator #1---0 Evaluator #2---0 Evaluator #3---0 Evaluator #4---0 Evaluator #5---0
<b>Totals</b>	<b>75</b>	<b>395</b>	<b>375</b>	<b>460</b>	<b>367</b>
	Evaluator #1---15 Evaluator #2---15 Evaluator #3---15 Evaluator #4---15 Evaluator #5---15	Evaluator #1---77- Evaluator #2---83 Evaluator #3---77 Evaluator #4---77 Evaluator #5---81	Evaluator #1---74 Evaluator #2---80 Evaluator #3---77 Evaluator #4---72 Evaluator #5---72	Evaluator #1---93 Evaluator #2---92 Evaluator #3---93 Evaluator #4---92 Evaluator #5---90	Evaluator #1---75 Evaluator #2---75 Evaluator #3---68 Evaluator #4---75 Evaluator #5---74
	<b>15%</b>	<b>79%</b>	<b>75%</b>	<b>92%</b>	<b>73%</b>





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

**Meeting Date: 10/11/2023**

**Date Submitted:** 10/03/23

**Department:** Senior Center

**Item/Topic:** Award RFB 2024-07 Senior Center Parking Lot Project to **Pacheco Construction** in the amount of \$1,127,204 to include NMGRT.

**Advertised:** September 1, 2023 (Albuquerque Journal, Optic and City's Website)

**Opening date:** September 27, 2023 at 2pm

**Number of bidders:** 3

HO Construction Inc.	\$1,889,330.00
GM Emulsion LLC	\$1,509,440.00
Pacheco Construction	\$1,042,300.00

**Fiscal Impact:** None

**Attachments:** Engineers award recommendation, bid tabulation.

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

**Approved For Submittal By:**

**Reviewed By:**

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

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

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

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

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

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

CITY OF LAS VEGAS  
RFP/BID/OPENING

DATE: 27-Sep-2023

OPENING NO.: 2024-07

TIME: 2:00 PM

DEPARTMENT: SENIOR CENTER

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

ITEM(S): SENIOR CENTER PARKING LOT PROJECT

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 H.O. Construction Inc	Base Bid 1660830.00	✓	✓	✓	✓
	Alternate 1 17,000.00				
	Alternate 2 211500.00				
GM Emulsion LLC	Base Bid 1254440.00	✓	✓	✓	✓
	Alternate 1 30,000.00				
	Alternate 2 225000.00				
Pacheco Construction	Base Bid 830800.00	✓	✓	✓	✓
	Alternate 1 18,000.00				
6	Alternate 2 193500.00				

COMPANY REPRESENTATIVE	COMPANY NAME
1 <i>[Signature]</i>	City of LV Senior Center
2 <i>[Signature]</i> SCWA	CITY OF LAS VEGAS
3 <i>[Signature]</i>	CLV Purchasing
4 <i>[Signature]</i>	CLV Public Works
5 <i>[Signature]</i>	CLV-INVENTORY
6 FRED MARQUEZ	GM EMULSION, LLC
7 TOMMY GARCIA	Pacheco CONST
8 JERRY CANNON	" "
9	
10	

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:  
*[Signature]*  
DATE: 9/27/2023

OPENED BY: FINANCE DEPARTMENT  
*[Signature]*  
DATE: 9-27-2023

COPIES TAKEN BY DEPT:  
*[Signature]*  
DATE: 9/27/23



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

**Meeting Date:** October 11, 2023

**Date Submitted:** 10/11/23

**Department:** Executive

**Item/Topic:** Discussion/Direction regarding Contracts, Agreements and Memorandum's of Understanding (MOU's).

Clarification is needed on which contracts, agreements and MOU's are required to come before the Council for approval.

**Fiscal Impact:**

**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:

  
\_\_\_\_\_  
Councilor David Romero

\_\_\_\_\_  
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:** October 11, 2023

**Date Submitted:** 10/4/23

**Department:** Executive

**Item/Topic:** Discussion and Approval to fund \$10,000 for spay and neuter clinics.

The City and County propose to jointly fund the spay and neuter clinics to address the over population of dogs in the community.

**Fiscal Impact:**

**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:

  
\_\_\_\_\_  
Councilor David Romero

\_\_\_\_\_  
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 \_\_\_\_\_